

# **ORANGE COUNTY FIRE AUTHORITY**

# AGENDA

# BOARD OF DIRECTORS REGULAR MEETING AND CONCURRENT JOINT SPECIAL MEETINGS OF THE BOARD OF DIRECTORS, EXECUTIVE COMMITTEE, BUDGET & FINANCE COMMITTEE AND THE HUMAN RESOURCES COMMITTEE

Thursday, January 27, 2022 6:00 P.M.

**Regional Fire Operations and Training Center Board Room** 1 Fire Authority Road

Irvine, CA 92602

Link to:

Board of Directors Member Roster

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the Board of Directors after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact 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 <a href="http://www.ocfa.org">http://www.ocfa.org</a>



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 and identify the need and the requested modification or accommodation. Please notify us as soon as is feasible, however 48 hours prior to the meeting is appreciated to enable the Authority to make reasonable arrangements to assure accessibility to the meeting.

#### NOTICE REGARDING PUBLIC PARTICIPATION DURING COVID-19 EMERGENCY

The public is not permitted to attend the meeting in person; however, the public may still view and comment on the meeting as follows:

- To watch the meeting online, please go to website at <u>www.OCFA.org</u>
- To submit an e-comment, please email to <u>PublicComments@ocfa.org</u> Your comments will be forwarded electronically and immediately to the members of the Board.
- To comment Live via Zoom, please click here for instructions.

You may comment on items on the agenda or within the subject jurisdiction of the Board.

CALL TO ORDER by Chair Shawver

**INVOCATION** by OCFA Chaplain Kent Kraning

PLEDGE OF ALLEGIANCE by Director Kuo

ROLL CALL by Clerk of the Authority

#### REPORTS

- A. Report from the Budget and Finance Committee Vice Chair
- B. Report from the Fire Chief
   o Second Quarter Update 2021/22 Goals & Objectives

#### **PUBLIC COMMENTS**

Please refer to instructions on how to submit a public comment during COVID-19 Emergency on Page 1 of this Agenda.

#### 1. PRESENTATIONS

#### A. Recognition of former OCFA Board of Directors

- o Joseph Muller, Dana Point
- Letitia Clark, Tustin
- Frances Marquez, Cypress

#### **B.** Welcome to New Directors and Administer Oath of Office (*if needed*)

- o Richard Viczorek, Dana Point
- o Austin Lumbard, Tustin
- o Anne Hertz-Mallari, Cypress

#### 2. CONSENT CALENDAR

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

#### A. Minutes for the Board of Directors

Submitted by: Maria D. Huizar, Clerk of the Authority

The record will reflect that any Director not in attendance at the meeting of the Minutes will be registered as an abstention, unless otherwise indicated.

Recommended Actions:

- 1. Approve the Minutes for the November 18, 2021, Regular and Concurrent Joint Special Meeting as submitted.
- 2. Approve the Minutes for the December 16, 2021, Concurrent Joint Special Meeting as submitted.
- 3. Approve the Minutes for the January 13, 2022, Concurrent Joint Special Meeting as submitted.

#### B. FY 2021/2022 Mid-Year Financial Report

Submitted by: Robert Cortez, Assistant Chief/Business Services Department, Tricia Jakubiak, Treasurer and Stuart Lam, Budget Manager

On January 12, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by a vote of 8-0 (Director Tettemer absent).

Recommended Action:

Direct staff to return to the Board of Directors on March 24, 2022, for approval of the budget adjustments discussed herein for the FY 2021/22 budget.

#### C. Annual Grant Priorities for 2022

Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Jay Barkman, Legislative Analyst

On January 12, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by a vote of 8-0 (Director Tettemer absent).

<u>Recommended Action:</u> Approve OCFA's Annual Grant Priorities for 2022.

# **D. 2020** Urban Areas Security Initiative Grant Program Agreement to Transfer Property or Funds

Submitted by: Phil Johnson, Assistant Chief/Operations Department and Shane Sherwood, Division Chief

On January 12, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by a vote of 7-0 (Directors Kuo and Tettemer absent).

#### Recommended Action:

Approve the Fiscal Year 2020 Urban Areas Security Initiative Grant Program Agreement and authorize the Fire Chief to execute it and any necessary attachments and agreement(s) to accept and administer the UASI Grant.

#### E. 2021 Long Term Liability Study & Accelerated Pension Payment Plan

Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Tricia Jakubiak, Treasurer/Treasury & Financial Planning

On January 12, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by a vote of 7-0 (Directors Kuo and Tettemer absent).

Recommended Actions:

- 1. Receive and file the report.
- 2. Direct staff to adjust the FY 2021/22 General Fund budget to increase expenditures and operating transfers out by a combined value of \$4,590,935, the amount identified as the unencumbered fund balance in the FY 2020/21 financial audit, and to allocate 50% or \$2,295,467.50 of the funding to replenish the contingency reserve to 10% of expenditures as required by the OCFA's Financial Stability Policy, and \$2,295,467.50 to the Structural Fire Fund Entitlement Fund as required under the 2010 First Amendment to the Amended Joint Powers Agreement. The specific technical budget adjustment to carry-out this action will be included in the March mid-year budget adjustment agenda item for final approval by the Board.

# F. Extension of Health Plan Agreement Orange County Professional Firefighters Association

Submitted by: Lori Zeller, Deputy Chief/Administration & Support Bureau and Stephanie Holloman, Assistant Chief/Human Resources Department

Recommended Action:

Approve the Side Letter Agreement to extend the Health Plan Agreement between the Orange County Fire Authority and the Orange County Professional Firefighters Association for a term of January 1, 2022 to December 31, 2022.

# G. Award of Public Works Contract for Tenant Improvements at OCFA Fire Stations 32 & 53

Submitted by: Jim Ruane, Assistant Chief/Logistics Department and Patrick Bauer, Construction & Facilities Division Manager/Logistics Department Recommended Actions:

- 1. Adopt the plans and specifications for Tenant Improvements at OCFA Fire Stations 32 & 53 (see Attachment Three to this staff report).
- 2. Accept the Neuroth Construction, Inc bid dated October 14, 2021.
- 3. Approve and award the public works contract to Neuroth Construction, Inc. in the amount of \$747,227.

#### **RECESS TO CLOSED SESSION**

The Brown Act permits legislative bodies to discuss certain matters without members of the public present. The Board of Directors find, based on advice from the General Counsel, that discussion in open session of the following matter will prejudice the position of the Authority on item listed below:

#### CS1. THREAT TO PUBLIC SERVICES OR FACILITIES pursuant to Section 54957(a)

Consultation with Orange County Intelligence Assessment Center (OCIAC) and presented by Albert Martinez, Director, OCIAC, Orange County Sheriff's Department

# CS2. CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code

Section 54957.6 Chief Negotiator: Employee Organizations:

Peter Brown, Liebert Cassidy Whitmore

- Orange County Professional Firefighters Association, IAFF - Local 3631,
- Orange County Employees Association (OCEA), and
- Orange County Fire Authority Management Association (OCFAMA)
- **CS3. CONFERENCE WITH LEGAL COUNSEL SIGNIFICANT EXPOSURE TO LITIGATION** pursuant to paragraph (2) and (3) of subdivision (d) of Section 54956.9 of the Government Code: One (1) Case

#### **RECONVENE TO OPEN SESSION**

#### **CLOSED SESSION REPORT** by General Counsel

#### 3. DISCUSSION CALENDAR

A. Award of RFP# RO2480a Physical Security/ Security Management Services and Approval of Corresponding Budget Adjustments Submitted by: Jim Ruane, Assistant Chief/Logistics Department and Patrick Bauer, Property Manager/Logistics Department

On January 12, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval with

recommendation of Option 1, award of Armed Physical Security and Security Management Services Agreement with the Orange County Sherriff's Department by a vote of 8-0 (Director Tettemer absent).

Recommended Actions:

- 1. Approve and authorize the Purchasing Manager to execute the proposed Security Services Agreement (Attachment 1) for Armed Physical Security and Security Management services with the Orange County Sheriff's Department for a three-year initial term plus two optional one-year renewals in an amount not to exceed \$1,116,556 annually (\$5,582,780 5-year aggregate).
- 2. Direct staff to make the recommend budget adjustment, as noted in the fiscal impact section of this report, depending on the option selected.
- 3. Direct the Purchasing Manager to extend the existing contract with Allied Universal as needed to allow transitioning to the new contract for Physical Security Services.

#### **B.** Organizational Service Level Assessment Update

Submitted by: Lori Zeller, Deputy Chief/Administration and Support Bureau and Robert Cortez, Assistant Chief/Business Services Department

On November 10, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by a vote of 4-0 (Director Kuo abstained and Directors Bourne, Hasselbrink, O'Neill, and Muller absent).

On November 18, 2021, the Board of Directors approved by a vote of 21-0 (Director Hernandez abstained, Directors Bourne, Rains, and Sachs absent) to return this item to the Board of Directors for a presentation.

Recommended Actions:

- 1. Receive and file the Citygate Organizational Service Level Assessment (SLA) update for Field Deployment, Emergency Medical Services, Emergency Command Center, Fleet Services, and Executive Leadership/Human Resources.
- 2. Receive and file the Citygate Organizational Service Level Assessment (SLA) results presentation and final reports for the Business Services Department and the Community Risk Reduction Department.
- C. Board of Director Requested Item Consideration of Additional Standing Sub-Committees of the Board of Directors

Submitted by: David Shawver, Chairman/OCFA Board of Directors, Brian Fennessy, Fire Chief and Lori Zeller, Deputy Chief/Administration & Support Bureau

Recommended Action: Pleasure of the Board.

#### CALL TO ORDER THE CONCURRENT JOINT SPECIAL MEETINGS OF THE: BOARD OF DIRECTORS, EXECUTIVE COMMITTEE, BUDGET & FINANCE COMMITTEE, AND HUMAN RESOURCES COMMITTEE

D. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings Submitted by: David Kendig, General Counsel

Recommended Actions by each legislative body:

Make the following findings by majority votes of the Board of Directors, Executive Committee, Budget and Finance Committee and Human Resource Committee:

- a. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic and continues in effect; and
- b. The Board of Directors and each Committee has reconsidered the circumstances of the emergency; and
- c. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

# ADJOURN THE CONCURRENT JOINT MEETINGS AND RECONVENE TO THE REGULAR MEETING OF THE BOARD OF DIRECTORS

#### E. Election of Board Chair and Vice Chair Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Maria D. Huizar, Clerk of the Authority

<u>Recommended Action:</u> Elect a Chair and Vice Chair for 2022.

### **BOARD MEMBER COMMENTS**

**ADJOURNMENT** – The next meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, February 24, 2022, at 6:00 p.m.

### **AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury and as required by the State of California, Government Code § 54954.2(a), that the foregoing Agenda was posted in the lobby and front gate public display case 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.

Maria D. Huizar, CMC Clerk of the Authority

#### **FUTURE BOARD AGENDA ITEMS – THREE-MONTH OUTLOOK:**

- Recognition of Past Chair
- 2<sup>nd</sup> Quarter Purchasing Report
- Confirmation of Committee Members
- Mid-Year Budget Adjustments
- Fiscal Year 2020/21 Backfill/Overtime and Total Earnings Report
- Labor Negotiations

#### **UPCOMING MEETINGS:**

Human Resources Committee Budget & Finance Committee Concurrent Joint Special Meeting of the Board of Directors and all Committees Executive Committee Board of Directors Tuesday, February 1, 2022, 12 noon Wednesday, February 9, 2022, 12 noon

Thursday, February 24, 2022, 6 p.m. Thursday, February 24, 2022, 5:30 p.m. Thursday, February 24, 2022, 6:00 p.m. <u>OCFA STRATEGIC GOALS – FY 2021/22</u>- Second Quarter Update GOALS, OBJECTIVES & PERFORMANCE MEASURES Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)

OCFA's Strategic Goals & Objectives function in a waterfall manner, with overarching goals at the top (Fire Chief) flowing down through the Departments, Sections, and ultimately to individual managers/employees. As our goals flow from the top to the bottom of the organization, they increase in volume, become more detailed in definition, gain sequencing as incremental tasks, and are measurable.

- At the highest level, OCFA's Strategic Goals are small in number, broad in scope, designed with a long-term outlook, and relatively static to keep the organization perpetually focused on fulfilling our mission. Strategic Goals are guided by the Fire Chief.
  - Strategic goals are further supported by Departmental Objectives which provide greater definition. They are designed for annual measurement, and they are aimed at achieving forward progress towards the Strategic Goals. Departmental Objectives are guided by Executive Management/department heads.

OCFA's annual goals, objectives, and performance measures guide our priorities and efforts throughout the year to ensure progress on intentional organizational goals.

#### OCFA's FY 2021/22 Strategic Goals, led by Fire Chief Brian Fennessy:

#### 1. Our Service Delivery

Goal #1: Our service delivery model is centered on continuous improvement. All services are sustainable through a range of economic environments and focused on our mission.

#### 2. Our People

Goal #2: Promote a highly skilled, accountable, and resilient workforce that is united in our common mission.

#### 3. Our Technology

Goal #3: Implement and utilize emerging technologies that support the needs of the organization by maximizing operational efficiency and improving quality of service.

OCFA STRATEGIC GOALS – FY 2021/22- Second Quarter Update GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
OCFA's FY 2021/22 Departmental Objectives, led by Executive Managem	ent:		
1. <u>Our Service Delivery</u> Goal #1: Our service delivery model is centered on continuous improveme focused on our mission.	ent. All services are	e sustain	able through a range of economic environments and
<ul> <li>a. Explore service delivery improvements that can (1) result from implementation of new technologies or public-private partnerships, (2) improve efficiencies, and (3) assist to keep costs down.</li> <li>Service improvements initiated so far this year include: (1) Quick Reaction Force (QRF) services in collaboration with Southern California Edison and Coulson Aviation (USA), Inc., to enhance regional aerial wildland fire response; and (2) the third year of the Fire Integrated Real-time Intelligence System (FIRIS) 2.0 Program, which is designed to enhance regional wildfire situational awareness for first responders during the wildfire season. These programs increase our air operations response capabilities and create a new source of intelligence related to fire behavior.</li> </ul>	Deputy Chief Emergency Operations	TSD: TCD: CB:	7/1/21 6/30/22 OCFA pursues at least one new element of service delivery improvement or service efficiency.
<ul> <li>b. Perform strategic planning for the OCFA JPA 2030 renewal, including exploration of long-term solutions to address costing matters relative to cash contract cities.</li> <li>An Ad Hoc Committee for studying cash contract charge provisions met monthly and completed its work during 2021. The Committee determined that managing the pace at which overall OCFA expenses increase is the most appropriate way to manage costs for the cash contract cities. Further, they determined that focus should remain on salary and benefit costs, with that category of expenses representing over 90% of OCFA's budget. This Committee did not recommend provisions for consideration in the next JPA renewal.</li> <li>Separate from the Ad Hoc Committee deliberations, Board discussions relative to the Fullerton Fire Services proposal resulted in a request to evaluate options in which a pro-rata contribution towards OCFA regional assets could be funded by cash contract cities through a future JPA amendment.</li> </ul>	Deputy Chief Administration & Support	TSD: TCD: CB:	7/1/21 6/30/22 Options are identified and research is initiated for potential inclusion in our future JPA, with a goal to complete a renewed JPA well in advance of the 6/30/28 member agency noticing timeline.

OCFA STRATEGIC GOALS – FY 2021/22- Second Quarter Update GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
Staff has begun developing a draft plan (or project charter) to outline a potential process for strategic planning relative to an OCFA JPA renewal or JPA amendment. Once drafted, concepts relative to formation of a potential new Ad Hoc Committee for the project will be reviewed with the Board Chair.			
c. Make responsible decisions internally and guide Board policy actions to move OCFA closer during this fiscal year to achieving pension and retiree medical funding goals, which in turn will improve long-term sustainability of services.		TSD: TCD: CB:	6/26/13 12/31/22 OCFA's pension plan achieves an 85% funding level, accelerated funds redirect to Retiree Medical, and OCFA's financial forecast is balanced with CIP funds.
OCERS' Actuarial Study (adopted in June 2021) demonstrated that OCFA's pension plan has now achieved 87.7% funding, which exceeded our target goal of 85%. Therefore, the \$14.3M in budgeted "snowball" funds for FY 2021/22 were redirected to OCFA's Retiree Medical liability via payment to the Retiree Medical Trust Fund on December 23, 2021. An additional \$500,000 will be deposited in the PARS 115 Trust (per Irvine Settlement Agreement) pending Board approval of the Mid-Year Budget Adjustments.	Business Services		
<ul> <li>d. Pursue OCFA priorities through the board-adopted legislative platform and grant funding opportunities.</li> <li>The Executive Committee was provided an update on 2021 activities at is November 18, 2021 meeting. Over \$25 million in support was secured via grants, state or federal budget funding, and Southern California Edison. Link to staff report.</li> </ul>	Business Services	TSD: TCD: CB:	7/1/21 6/30/22 Grant and legislative opportunities are pursued in alignment with OCFA priorities, and the Board is kept apprised of activity and outcomes.
The 2022 Grant Priorities was finalized in the second quarter and will be presented to the Budget and Finance Committee and the Board of Directors in January 2022 for consideration.			
e. Continue implementation of no-cost recommendations identified in the Citygate Service Level Assessments. For recommendations with cost impacts, assess financial feasibility, timing, and priority for scheduling future consideration by the Board of Directors.	Deputy Chiefs	TSD: TCD: CB:	7/1/21 6/30/22 At least 75% of the no-cost recommendations are implemented by the end of FY 21/22.
A status report was provided to the Board of Directors on November 18, 2021 demonstrating progress and percentage of recommendations			

OCFA STRATEGIC GOALS – FY 2021/22- Second Quarter Update GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
completed to-date for each of the six prior Service Level Assessments (SLAs) completed by Citygate.			
In addition, final reports were submitted to the Board for the last two SLAs completed by Citygate, covering the Business Services Department and the Community Risk Reduction Department.			
<ul> <li>f. Evaluate options for OCFA's future provision of Air Operations services, in light of the two older helicopters being grounded.</li> </ul>		TSD: TCD: CB:	7/1/21 6/30/22 Board direction is provided following discussion of
An initial report was submitted to the Budget & Finance Committee (B&FC) on November 10, 2021 to begin seeking input for developing a proposed vetting/review process relative to future Air Operations assets. Staff will continue working with the B&FC to further develop the proposed vetting process, and will then submit the proposed process to the Board of Directors for input/approval prior to next steps.	Deputy Chief Emergency Operations		the independent Air Operations analysis for additional follow-up and actions by staff.
2. <u>Our People</u> Goal #2: Promote a highly skilled, accountable, and resilient workforce th	nat is united in our	common	mission.
a. Take action to foster career progression, encourage professional development, and develop future leaders within OCFA.		TSD: TCD: CB:	7/1/21 6/30/22 A variety of personnel identified by Executive
<ul> <li>Training classes, conferences, and learning opportunities offered to personnel so far this year, (and in the upcoming months) include: <ul> <li>All American Leadership</li> <li>Fireground Survival</li> <li>Fire Service Executive Development Institute</li> <li>Fire Rescue International</li> <li>Women in Fire</li> <li>CalPELRA</li> <li>First Responder Wellness – PTSD &amp; Suicide in Public Safety</li> <li>California Society of Municipal Finance Officers</li> </ul> </li> </ul>	Deputy Chiefs		Management attend a variety of development opportunities over the course of the FY.
<ul> <li>Cal Chiefs Annual Conference</li> <li>League of Cities Conference</li> <li>OC Fire Chiefs Monthly Meetings</li> </ul>			

OCFA STRATEGIC GOALS – FY 2021/22- Second Quarter Update GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)		
<ul> <li>Career Survival Leadership Class</li> <li>Emergency Operations Center Training/Mentorship</li> <li>Liebert Cassidy Whitmore HR &amp; Supervision Classes/Webinars</li> <li>Gordon Graham, The New Supervisor Seminar</li> <li>Move-up Fire App. Engineer &amp; Fire Captain (succession planning)</li> <li>Public Safety Peer Support</li> </ul>				
<ul> <li>Implement actions to Increase the diversity of OCFA's workforce and to improve the OCFA's inclusive environment, including a focus on cultural growth, consistent messaging, and facility accommodations.</li> </ul>		TSD: TCD: CB:	7/1/21 6/30/22 Training, messaging, and actions emphasize the importance of a diverse and inclusive workforce.	
The Diversity and Inclusion Coordinator presented an Internal Assessment to the Human Resources Committee in November 2021 for their comments and input. It is expected that a climate survey will be deployed in the first quarter of 2022 which will inform a strategic plan on Diversity, Equity, and Inclusion (DEI) efforts for the remainder of the fiscal year.	Deputy Chiefs			
<ul> <li>c. Pursue State Fire Training Accreditation for OCFA's Firefighter Academy as the next phase of work to ensure that the Academy's course content and associated testing remains correlated with Firefighter job performance requirements.</li> <li>OCFA completed the final, on-site, assessment with the State Fire Training representatives and on January 14, 2022 received approval to host an accredited academy. OCFA will host the first accredited academy in August</li> </ul>	EMS/Ops Training	TSD: TCD: CB:	7/1/21 6/30/22 Accreditation is achieved and processes are implemented for both academies during the FY.	
of 2022. d. Develop policies to keep OCFA proactive with classification and compensation issues. The Human Resources Department assigned a Senior Human Resources Analyst to lead the development of a Class & Comp Program for the OCFA. The Department will issue a request for bids to our panel of Classification and Compensation consultants to provide Subject Matter Expertise in the development of Class & Comp standards, forms, and policies. It is expected that this project will begin in the second quarter of 2022 after a consultant is selected.	Human Resources	TSD: TCD: CB:	7/1/21 6/30/22 Guiding policy initiatives are developed and shared in connection with pending decisions relative to classification and compensation.	

OCFA STRATEGIC GOALS – FY 2021/22- Second Quarter Update GOALS, OBJECTIVES & PERFORMANCE MEASURES	<u>Responsibility</u> Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)		
<ul> <li>e. Develop and share consistent organization and public safety information, media coverage, and Board decisions with the workforce, Directors, and city/county members to create well- informed ambassadors for the organization, and targeted in a manner to improve morale.</li> <li>OCFA's Corporate Communications personnel and Public Information Officers seek opportunities to share information of interest with our workforce, and the citizens we serve. Social media posts which have attracted a high level of interest have been shared with the Board of Directors and City Managers via the Chief's Monthly Bulletin. OCFA has demonstrated consistent increases in its social media statistics.</li> <li>Additional communications strategies will continue upon completion of the recruitment to fill the current vacancy in the Director of Communications position.</li> </ul>	Communications	TSD: TCD: CB:	7/1/21 6/30/22 Standard communication tools are developed, implemented, and issued with routine frequency.	
3. Our Technology Goal #3: Implement and utilize emerging technologies that support the needs of the organization by maximizing operational efficiency and improving quality of service.				
<ul> <li>a. Continue the development of the Community Risk Reduction records management system; known as ORION. This replaces the obsolete Integrated Fire Prevention (IFP) system. The new system will support daily workload, reporting, quality control, billing functions and customer online interaction for Planning and Development, Prevention Field Services, and Wildland Pre Fire Management, thereby improving efficiencies and enhancing quality of service.</li> </ul>	Logistics & Community Risk Reduction	TSD: TCD: CB:	7/1/21 12/31/22 Development of the system is completed, tested, and ready to go-live by the end of the calendar year 2022.	
The project is on schedule at 36% complete and 40% budget expended as of January 1, 2022. The January 1, 2023 kick off date may be delayed to July 1, 2023 to accommodate testing and training.				

OCFA STRATEGIC GOALS – FY 2021/22- Second Quarter Update GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
<ul> <li>b. Complete a needs assessment, identify the best technology, and develop the scope for making comprehensive upgrades to the EMS System.</li> <li>The contractor has been selected and the initial kickoff meeting has been completed. The resurgence of COVID has caused some delays in the meeting schedule.</li> </ul>	Logistics & EMS/Ops Training	TSD: TCD: CB:	7/1/21 6/30/22 Consultant completes the needs assessment and IT/EMS jointly prepare the project scope in preparation for development during the next fiscal year.
<ul> <li>c. Implement the scope and plans developed during FY 2020/21 for targeted cyber-security upgrades, physical-security upgrades, and continuity of operations (data center colocation facility, backup dispatch center, and data center fire protection upgrade).</li> <li>Implementation has been initiated, or is substantially completed, with the following projects:</li> <li>Cyber-security – Physical Access to IT systems 35% complete; Network access/privileges and software precautions 100% complete; 2-factor login authentication in testing 75% complete</li> <li>Physical Security Upgrades – Control Access System and surveillance camera upgrades design/engineering complete; bid/award and full implementation in 2022, 35% complete; Enhanced Security Guard Services contract award pending B&amp;F/BOD consideration in Jan. 2022 75% complete; update RFOTC Security vulnerabilities assessment Nov. 2021, 100% complete.</li> <li>Data Center colocation facility – 20% complete. Location identified (US&amp;R Warehouse). Feasibility study in process; consultant's report expected by Jan. 14, 2022. Next steps – BOD approval to proceed with construction phase. Alternate dispatch location at FS43 with Dispatch trailer - 90% implemented. Live testing of 911 calls and dispatch TBS</li> <li>Data Center Fire Protection Upgrade –30% complete. Design phase completed; bid award and construction next phase expected to start in March 2022.</li> </ul>	Logistics	TSD: TCD: CB:	7/1/21 6/30/22 Implementation is substantially complete for all three of these important upgrade projects.

# MINUTES ORANGE COUNTY FIRE AUTHORITY

# **Board of Directors Regular Meeting and Concurrent Joint Special Meeting**

Thursday, November 18, 2021 6:00 P.M.

**Regional Fire Operations and Training Center Board Room** 

1 Fire Authority Road Irvine, CA 92602-0125

#### CALL TO ORDER

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on November 18, 2021, at 6:00 p.m. by Chair Shawver.

#### **INVOCATION**

The invocation was led by Chaplain Jim Gwaltney.

#### PLEDGE OF ALLEGIANCE

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

#### **ROLL CALL**

Dave Shawver, Stanton, Chair
Lisa Bartlett, County of Orange*
Letitia Clark, Tustin*
Shelley Hasselbrink, Los Alamitos*
Gene Hernandez, Yorba Linda*
Anthony Kuo, Irvine*
Frances Marquez, Cypress*
John R. O'Neill, Garden Grove*
Vince Rossini, Villa Park
Tri Ta, Westminster*
Donald P. Wagner, County of Orange*

Absent: Troy Bourne, San Juan Capistrano Sandy Rains, Laguna Niguel

#### Also present were:

Fire Chief Brian Fennessy Deputy Chief Kenny Dossey Assistant Chief Robert Cortez Assistant Chief Lori Smith Clerk of the Authority Maria D. Huizar Michele Steggell, La Palma, Vice Chair Ross Chun, Aliso Viejo\* Carol Gamble, Rancho Santa Margarita\* Noel Hatch, Laguna Woods\* Joe Kalmick, Seal Beach Jessie Lopez, Santa Ana\* Joe Muller, Dana Point\* Sunny Park, Buena Park\* Don Sedgwick, Laguna Hills Mark Tettemer, Lake Forest Kathleen Ward, San Clemente\*

Ed Sachs, Mission Viejo

Deputy Chief Lori Zeller Assistant Chief Randy Black Assistant Chief Jim Ruane General Counsel David Kendig

#### REPORTS

#### **A. Report from the Budget and Finance Committee Chair** (FILE 11.12)

Budget and Finance Committee Chair Joe Muller reported at its November 10, 2021, regular meeting, the Committee approved the recommended actions of the following items to be forwarded to the Board of Directors for their review and approval of the recommended actions: the First Quarter Purchasing Report, the Awarded Grant OCFA Fuels Reduction Equipment, the Audited Financial Reports for the Fiscal Year Ended June 30, 2021, and the Organizational Service Level Assessment Update. Additionally, staff presented the OCFA Aviation Unit Fleet Plan Analysis & Proposed Process for Developing Recommendations Related to Aircraft Replacement item to the Budget and Finance Committee. Staff will bring the item back to the January 2022 Budget and Finance Committee meeting to further develop a proposed review structure, prior to proceeding with deliberations in the future.

#### **B.** Report from the Human Resources Committee Chair (FILE 11.12)

Human Resources Committee Vice Chair Gene Hernandez reported at its November 2, 2021, regular meeting, the Committee received an OCFA Diversity, Equity, and Inclusion (DEI) Internal Assessment presentation by Diversity and Inclusion Coordinator Julian Velarde. The objectives were to review the OCFA Demographics, Operations DEI feedback and recommendations. Additionally, the Committee received and filed the 2020/2021 Annual Anonymous Hotline Report, and the Annual Workers' Compensation Program Update. The Committee reviewed and recommended forwarding the New Classification Specifications in Orange County Fire Authority Management Association (OCFAMA) to the Executive Committee to adopt the recommended new classifications.

#### **C. Report from the Fire Chief** (FILE 11.14)

Fire Chief Fennessy reported Assistant Chief Phil Johnson on behalf of Orange County Fire Authority received an award from Innovate at UCLA, an Executive Leadership Award for the public sector. It is an award that recognizes the exceptional creation of values to achieve a company or agency's vision via the application of innovated forward thinking technologies and operating models. OCFA is the first recipient of the Public Sector Award in Orange County, for its technology associated with our FIRIS 3.0 program. Chief Fennessy also noted OCFA will be a participant of The Spark of Love Toy Drive along with K-Wave radio station; collecting new unwrapped toys, to distribute to over onehundred non-profit organizations in Orange County. Chief Fennessy reminded the public that fire season is not over, to access the "Ready Set Go" program" on the Orange County Fire Authority website to be prepared.

#### PUBLIC COMMENTS (FILE 11.11)

Paul Z, a call-in public speaker, addressed the need for firefighters to be vaccinated for COVID-19 to protect themselves and the public.

6036, call-in public speaker, addressed the need for firefighters to be vaccinated.

0520, call-in public speaker, addressed the need for firefighters to be vaccinated.

9539, call-in public speaker, firefighters and staff should be vaccinated.

5570, call-in public speaker, OCFA should be the role models of the community being vaccinated.

9539, call-in public speaker, addressed the need for firefighters to be vaccinated.

#### 1. PRESENTATIONS

None.

#### 2. CONSENT CALENDAR

On motion of Director Tettemer and second by Director Kalmick, and following a roll call vote, declared passed 22-0 Agenda Item No. 2A-2F (Directors Bourne, Rains, and Sachs absent). Agenda Item No. 2G was pulled for separate consideration.

#### **A. Minutes from the October 28, 2021, Regular Meeting of the Board of Directors** (FILE 11.06)

Action: Approve the Minutes as submitted.

#### **B. 2020 Orange County Hazard Mitigation Plan** (FILE 18.11E)

Action: Approve and adopt Resolution No. 2021-04 entitled: A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS APPROVING THE 2020 HAZARD MITIGATION PLAN.

#### C. 2022 Board Meetings Schedule (FILE 11.05)

Action: Adopt Resolution No. 2021-05 entitled: A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ESTABLISHING THE REGULAR AND SPECIAL MEETING DATES FOR CALENDAR YEAR 2022.

#### **D. First Quarter Purchasing Report** (FILE 11.10H1)

Action: Receive and file the report.

#### E. Awarded Grant OCFA Fuels Reduction Equipment (FILE 16.02E)

Action:

- 1. Approve a Budget Adjustment to the FY 2021/22 General Fund (121) budget to increase revenue and expenditures by \$228,429 for the grant program award.
- 2. Approve and authorize the Board Chair and/or Fire Chief and/or their designee to execute all documents necessary to effectuate the grant award, adopting Resolution No. 2021-08 entitled: A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ACCEPTING GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) OFFICE OF THE STATE FIRE MARSHAL.

#### F. Audited Financial Reports for the Fiscal Year Ended June 30, 2021 (FILE 15.06)

Action:

- 1. Receive and approve the reports.
- 2. Review the calculations used to determine the fund balance amounts assigned to the capital improvement program and workers' compensation and confirm the calculations' consistency with the OCFA's Assigned Fund Balance Policy.

#### G. Organizational Service Level Assessment Update (FILE 17.16)

Director Gamble pulled this item for separate consideration and requested it be agendized for a presentation at the next Board of Directors meeting.

Discussion ensued.

On motion of Director Gamble and second by Director Hasselbrink, and following a roll call vote, approved 21-0 (Director Hernandez abstained, Directors Bourne, Rains, and Sachs absent) to return this item to the Board of Directors for a presentation of the Organizational Service Level Assessment Update.

### 3. DISCUSSION CALENDAR

#### **A. Results of the Ad Hoc Committee - Study of Cash Contract Charge Provisions** (FILE 10.04)

Assistant Chief Robert Cortez provided a PowerPoint presentation.

On motion of Director Kuo and second by Director Rossini, and following a roll call vote, declared passed 21-0 (Directors Bourne, Park, Rains, and Sachs absent).

#### **B.** Board of Directors Requested Item - Amendment of Board Rules Regarding Board Member Requests to Agendize Matters & Meeting Curfew (FILE 11.03)

General Counsel David Kendig presented the Board of Directors Requested Item – Amendment of Board Rules Regarding Board Member Requests to Agendize Matters & Meeting Curfew.

Discussion ensued.

On motion of Chair Shawver and second by Director Ward, and following a roll call vote, declared passed 22-0 (Directors Bourne, Rains, and Sachs absent) to:

- 1. Adopt Resolution No. 2021-06 to amend Board Rule of Procedure 2(b), entitled: A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY AMENDING THE BOARD OF DIRECTORS RULES OF PROCEDURE REGARDING BOARD MEMBER REQUESTS TO PLACE ITEMS ON FUTURE AGENDAS.
- 2. Adopt Resolution No. 2021-07 to amend Board Rule of Procedure 3(b) and 3(c), entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY AMENDING THE BOARD OF DIRECTORS RULES OF PROCEDURE TO DELETE THE BOARD CURFEW RULE AND AMEND THE RULES REGARDING LENGTHY MEETINGS.

# C. Consider the 9:30 p.m. Rule in Board Rules of Procedure Rule 3(b) and Waive the 10:30 p.m. Curfew Set Forth in Rule 3(c) (FILE 11.03)

General Counsel David Kendig presented Consider the 9:30 p.m. Rule in Board of Rules of Procedure Rule 3(b) and Waive the 10:30 p.m. Curfew Set Forth in Rule 3(c).

Discussion ensued.

On motion of Chair Shawver and second by Director Rossini, and following a roll call vote, declared passed 22-0 (Directors Bourne, Rains, and Sachs absent) to:

- 1. At 9:30 p.m. determine which remaining agenda items will be considered and which may be continued to the next regular meeting; and
- 2. In the event the Board's meeting appears likely to continue past 10:30 p.m., waive the 10:30 p.m. curfew set forth in Board Rule of Procedure 3(c). (Waiver of the 10:30 p.m. curfew requires approval from three-fifths (3/5ths) of the Board members present for the meeting.).

#### **D.** Amended and Restated Employment Agreement with the Fire Chief (FILE 17.10A2)

Todd Baldridge, President Local Firefighters 3631, addressed the employment agreement.

On motion of Director Ward and second by Director Hernandez, and following a roll call vote, declared passed 15-6 (Directors Bartlett, Gamble, Kuo, Muller, Tettemer, Wagner opposed, and Directors Bourne, Lopez, Rains, and Sachs absent), to approve and authorize the Board Chair to execute the Amended and Restated Employment Agreement with the Fire Chief.

#### **RECESS THE BOARD OF DIRECTORS MEETING**

#### CALL TO ORDER THE CONCURRENT JOINT SPECIAL MEETINGS OF THE: BOARD OF DIRECTORS, EXECUTIVE COMMITTEE, BUDGET & FINANCE COMMITTEE, AND HUMAN RESOURCES COMMITTEE AT 7:21 P.M. WITH SAME MEMBERS PRESENT

#### **4. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings** (FILE 11.03)

General Counsel David Kendig presented the Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings.

On motion of Director Kuo and second by Director Muller, and following a roll call vote, declared passed 21-1 (Director Tettemer opposed, Directors Bourne, Rains, and Sachs absent) to make the following findings by majority vote of the Board of Directors, Executive Committee, Budget and Finance Committee and Human Resource Committee:

- a. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic and continues in effect; and
- b. The Board of Directors and each Committee has reconsidered the circumstances of the emergency; and
- c. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

# ADJOURNED THE CONCURRENT JOINT MEETINGS AND RECONVENE TO THE BOARD OF DIRECTORS MEETING AT 7:34 P.M.

#### BOARD MEMBER COMMENTS (FILE 11.13)

Chair Shawver reported he is proposing two subcommittees for consideration.

#### **CLOSED SESSION** (FILE 11.15)

CS1. CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54957.6 Chief Negotiators: Board Chair Shawver, Vice Chair Steggell, Immediate Deat Deard Chair Hasselbrink and Budget

Board Chair Shawver, Vice Chair Steggell, Immediate Past Board Chair Hasselbrink and Budget & Finance Committee Chair Muller Fire Chief

Position:

CS2. CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code

Section 54957.6 Chief Negotiator: Employee Organizations:

Peter Brown, Liebert Cassidy Whitmore

- Orange County Professional Firefighters Association, IAFF - Local 3631,
- Orange County Employees Association (OCEA), and
- Orange County Fire Authority Management Association (OCFAMA)
- CS3. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9) Name of Case: Colleen Windsor vs. OCFA, Case No. 30-2021-01227581-CU-DE-CJC
- **CS4. CONFERENCE WITH LEGAL COUNSEL SIGNIFICANT EXPOSURE TO LITIGATION** pursuant to paragraph (2) and (3) of subdivision (d) of Section 54956.9 of the Government Code: Two (2) Cases

#### **CLOSED SESSION REPORT** (FILE 11.15)

General Counsel David Kendig stated there was no reportable action.

**ADJOURNMENT** – Chair Shawver adjourned the meeting at 8:24 p.m. The next meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, December 16, 2021, at 6:00 p.m.

Maria D. Huizar, CMC Clerk of the Authority

# MINUTES ORANGE COUNTY FIRE AUTHORITY

# Board of Directors Concurrent Joint Special Meeting Thursday, December 16, 2021 6:00 P.M.

# **Regional Fire Operations and Training Center** Board Room 1 Fire Authority Road

Irvine, CA 92602

## CALL TO ORDER

A Concurrent Joint Special Meeting of the Orange County Fire Authority Board of Directors, Executive Committee, Budget and Finance Committee, and the Human Resources Committee was called to order on December 16, 2021, at 6:02 p.m. by Board of Directors Chair Dave Shawver.

### **ROLL CALL**

Present:	Dave Shawver, Stanton, Chair*
	Lisa Bartlett, County of Orange*
	Troy Bourne, San Juan Capistrano*
	Ross Chun, Aliso Viejo*
	Letitia Clark, Tustin*
	Carol Gamble, Rancho Santa Margarita*
	Gene Hernandez, Yorba Linda*
	Joe Kalmick, Seal Beach*
	Anthony Kuo, Irvine*
	Jessie Lopez, Santa Ana*
	Sandy Rains, Laguna Niguel*
	Vince Rossini, Villa Park*
	Ed Sachs, Mission Viejo*
	Tri Ta, Westminster*
	Donald P. Wagner, County of Orange*
	Kathy Ward, San Clemente*
Absent:	Michele Steggell, La Palma, Vice Chair
	Shelley Hasselbrink, Los Alamitos
	Noel Hatch, Laguna Woods
	Joe Muller, Dana Point
	John O'Neill, Garden Grove
	Sunny Park, Buena Park
	Don Sedgwick, Laguna Hills
	Mark Tettemer, Lake Forest

\*Those members attending via Teleconferencing

#### Also present were:

Fire Chief Brian Fennessy Assistant Chief Robert Cortez Clerk of the Authority, Maria D. Huizar General Counsel David Kendig

#### **1. PRESENTATIONS**

No items.

#### 2. CONSENT CALENDAR None.

#### 3. DISCUSSION CALENDAR

# **A.** Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings of the Board of Directors (FILE 11.03)

General Counsel David Kendig presented the Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings of the Board of Directors.

On motion of Director Rossini and second by Director Hernandez, and following a roll call vote, declared passed 16-0 (Directors Steggell, Hasselbrink, Hatch, Muller, O'Neill, Park, Sedgwick, and Tettemer absent) to make the following findings by majority vote of the Committee:

- a. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic and continues in effect; and
- b. The Committee has reconsidered the circumstances of the state of emergency; and
- c. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

#### REPORTS

None.

#### COMMITTEE MEMBER COMMENTS None.

**ADJOURNMENT** – Chair Shawver adjourned the meeting at 6:18 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, January 27, 2022, at 6:00 p.m.

Maria D. Huizar, CMC Clerk of the Authority

# MINUTES ORANGE COUNTY FIRE AUTHORITY

# Board of Directors Concurrent Joint Special Meeting Thursday, January 13, 2022 6:00 P.M.

#### **Regional Fire Operations and Training Center**

Board Room 1 Fire Authority Road Irvine, CA 92602

#### CALL TO ORDER

A Concurrent Joint Special Meeting of the Orange County Fire Authority Board of Directors, Executive Committee, Budget and Finance Committee, and the Human Resources Committee was called to order on January 13, 2022, at 6:06 p.m. by Board of Directors Chair Dave Shawver.

### **ROLL CALL**

Present:	Dave Shawver, Stanton, Chair*	Michele Steggell, Vice Chair*
	Lisa Bartlett, County of Orange*	Ross Chun, Aliso Viejo*
	Carol Gamble, Rancho Santa Margarita*	Shelley Hasselbrink, Los Alamitos*
	Noel Hatch, Laguna Woods*	Gene Hernandez, Yorba Linda*
	Anne Hertz-Mallari, Cypress*	Joe Kalmick, Seal Beach*
	Anthony Kuo, Irvine*	Jessie Lopez, Santa Ana*
	Austin Lumbard, Tustin*	Joe Muller, Dana Point*
	John O'Neill, Garden Grove*	Ed Sachs, Mission Viejo*
	Don Sedgwick, Laguna Hills*	Tri Ta, Westminster*
	Donald P. Wagner, County of Orange*	Kathy Ward, San Clemente*
Absent:	Troy Bourne, San Juan Capistrano	Sunny Park, Buena Park
	Vince Rossini, Villa Park	Sandy Rains, Laguna Niguel
	Mark Tettemer, Lake Forest	

#### Also present were:

Fire Chief Brian Fennessy	Deputy Chief Lori Zeller
Deputy Chief Kenny Dossey	Assistant Chief Robert Cortez
Clerk of the Authority Maria Huizar	General Counsel David Kendig

\*Those members attending via Teleconferencing

#### 1. PRESENTATIONS

No items.

#### 2. CONSENT CALENDAR

# **A.** Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings of the Board of Directors (FILE 11.03)

On motion of Director Hernandez and second by Director Hasselbrink, and following a roll call vote, declared passed 20-0 (Directors Bourne, Park, Rossini, Rains, and Tettemer) to make the following findings by majority vote of the Committee:

- a. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic and continues in effect; and
- b. The Committee has reconsidered the circumstances of the state of emergency; and
- c. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

### 3. DISCUSSION CALENDAR

None.

REPORTS

None.

#### COMMITTEE MEMBER COMMENTS None.

**ADJOURNMENT** – Chair Shawver adjourned the meeting at 6:13 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, January 27, 2022, at 6:00 p.m.

Maria D. Huizar, CMC Clerk of the Authority



### Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors Meeting January 27, 2022

Agenda Item No. 2B Consent Calendar

### FY 2021/2022 Mid-Year Financial Report

#### **Contact(s) for Further Information**

Robert Cortez, Assistant Chief Business Services Department	robertcortez@ocfa.org	714.573.6012
Tricia Jakubiak, Treasurer	triciajakubiak@ocfa.org	714.573.6301
Stuart Lam, Budget Manager	stuartlam@ocfa.org	714.573.6302

#### **Summary**

This item is submitted to provide a mid-year financial update on the FY 2021/22 budget in accordance with the OCFA's Fiscal Health Plan and to preview expected budget adjustments for approval in March.

#### **Prior Board/Committee Action**

On January 12, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by a vote of 8-0 (Director Tettemer absent).

#### **RECOMMENDED** ACTION(S)

Direct staff to return to the Board of Directors on March 24, 2022, for approval of the budget adjustments discussed herein for the FY 2021/22 budget.

#### **Impact to Cities/County**

Annual increase assumptions for cash contract cities range from 1.00% to 1.50% for FY 2022/23 and 0.5% to 1.00% for FY 2023/24 based on the Five-Year Financial Forecast.

#### **Fiscal Impact**

Financial impact has been presented in the attached report.

#### Background

The OCFA's Fiscal Health Plan calls for a comprehensive system to monitor OCFA's fiscal performance. This includes a review and comparison of forecasted revenues and expenditures against actual revenues and expenditures, as well as a mid-year budget review. The attached report reviews the current year budget, highlights any potential financial challenges to the OCFA, and previews anticipated FY 2022/23 budget issues, to the extent they are known at this time.

#### FY 2021/22 Programming Changes

Significant changes have occurred since the budget was adopted in June 2021, including increases to budgeted beginning fund balance, increase in property tax revenue, increases in both revenue and expenditures related to assistance-by-hire emergency responses, as well as all approved adjustments to-date such as Carryover and new grant funds. These changes are detailed in the attached Mid-Year Financial Report.

### Attachment(s)

Mid-year Financial Report

Exhibit 1 – 2021 Trend Analysis -- Forecast to Actual Comparison

Exhibit 2 – Updated Five-Year Financial Forecast

Exhibit 3 – Five-Year Financial Forecast Assumptions



Orange County Fire Authority Mid-Year Financial Report, January 2022 Page 1 of 5

In May 2020, the Board of Directors approved the updated Financial Stability Budget Policy. Together with the Fiscal Health Plan, these documents describe the Authority's strong fiscal policies, a comprehensive system for monitoring OCFA's fiscal performance, and a framework to assure timely and appropriate response to adverse fiscal circumstances. Included in the Fiscal Health Plan is the requirement for a mid-year financial report, which is presented below.

### **ECONOMIC OUTLOOK**

Property tax is OCFA's largest source of revenue; therefore, this section focuses on economic factors impacting property values. With a tight housing market and low interest rates, residential real estate assessed values have continued to increase through the pandemic. The December 2021 Chapman Economic and Business Review forecast estimates the median price of single family homes to appreciate 0.8% in 2022, down from 20.5% in 2021. Chapman is also projecting a 4.1% decline in residential permit activity from 7,400 residential permits in 2021 to 7,100 in 2022. Chapman foresees the Federal Reserve tightening monetary policy in 2022 resulting in mortgage rates rising from 3.0% to 3.9% by the end of 2022. This is the primary driver of the lower home price appreciation rate and reduced permit activity projections.

# **CURRENT FISCAL YEAR FINANCES**

The following are estimated changes to the budget that are needed since the adoption of the FY 2021/22 budget in June 2021. Overall, the proposed changes in the General Fund result in an estimated total revenue increase of approximately \$16.2 million and an estimated total expenditure increase of \$20.6 million. *Approximately* \$14.2 million of the expenditure increases are related to emergency incidents that are offset by corresponding revenue increases or are items that are cost neutral. Expenditures not offset by revenue increases are primarily due to higher services and supplies expenditures that were not known at the time of budget adoption including increased insurance premiums, fuel costs and repair and maintenance expenditures.

## FY 2021/22 Estimated Revenue Adjustments - \$16.2 million

<b>Property Taxes:</b> Based on secured tax billings provided by the Auditor/Controller, preliminary projections indicate an approximate \$2.0 million increase over budget.	\$2,011,789
Assistance by Hire (ABH)/Emergency Incident: ABH is the term used when OCFA responds to requests for assistance to incidents outside our area of responsibility, on a reimbursement basis. Current year activity is \$11.9 million greater than budget due to various in-county and out-of-county responses, upstaffing for surge capacity, and responding to the COVID-19 pandemic. Staff will be monitoring this source of revenue for additional reimbursements. An expenditure adjustment is also proposed to the overtime/backfill category to cover the costs associated with providing the ABH services.	\$11,880,759
<b>Grant/Other Reimbursements:</b> This category represents reimbursements for Grants or other programs where expenditures are reimbursed once incurred. The \$247K adjustment is for supplemental funding for the 2020 US&R Grant, US&R mobilization exercise, OCSD SONGS reimbursement for radiation equipment, CA Fire Foundation fire education props grant, and John Wayne Airport reimbursement for crash truck tire replacement.	\$247,399



Orange County Fire Authority Mid-Year Financial Report, January 2022 Page 2 of 5

**OCPFA Retiree Medical Trust Payment:** OCFA's audit firm Lance, Soll & **\$1,954,775** Lunghard issued a final report on the OCPFA Medical Benefit Trust for the period January 1, 2020 through December 31, 2020 showing a \$1,954,775 excess fund balance credit due to the OCFA. Per the terms of the OCFA/OCPFA Health Plan Agreement, OCFA will remit these funds to the OCFA Retiree Medical Trust held at OCERS.

Miscellaneous: This category of revenue adjustments includes updates to cash \$113,551 contract city maintenance charges and interest earnings.

# FY 2021/22 Estimated Expenditure Adjustments - \$20.6 million

Assistance by Hire/Emergency Incident Costs: As mentioned under Revenue for ABH, an adjustment is needed for out-of-county responses, primarily in the overtime/backfill category, but also for response-related supplies. This category also comprises the expenditures for upstaffing for surge capacity, US&R activation, and COVID-19 expenditures. Staff will be monitoring these categories closely as the fiscal year progresses.

**Personnel Expenditures:** This adjustment includes expenditures to reclassify the<br/>cost for a limited term Construction Manager from the CIP to the General Fund.<br/>This cost was already approved in the FY 2021/22 budget; therefore, this is only an<br/>accounting change to better classify the expenditure. The remaining portion of this<br/>adjustment covers increased paramedic training costs and increased firefighter<br/>academy and training expenditures.\$531,572

Supplies/Equipment/Professional Services: This category includes one-time adjustments for services and supplies which were unknown or for which costs have increased since budget development. Adjustments include increased insurance premiums (\$1.2M); fuel increases (\$1.0M); fire academy costs (\$865K); increased vehicle repair and maintenance (\$891K); major overhaul for Helicopter 2 (\$700K); fire station maintenance and repair and appliance replacement (\$600K); increased utility costs (\$545K); 800MHz radio and station alerting contracts (\$166K); Microsoft software licenses (\$120K); staffing system programming services (\$114K); behavioral health and wellness counseling (\$110K); medical equipment (\$80K); Irvine Arson Abatement Officer (\$50K); EMS quality control system upgrades (\$25K); and Air Ops Drone Program training (\$9K).

**Grant/Other Reimbursable Programs:** These expenditure items include supplemental funding for the 2020 US&R Grant, US&R mobilization exercise, OCSD SONGS reimbursement for radiation equipment, and CA Fire Foundation fire education props grant, John Wayne Airport reimbursement for crash truck tire replacement, insurance reimbursement for collision repairs<sup>2</sup>, and a budget transfer of US&R grant funds from Fund 121 to Fund 133 for a utility vehicle.

<sup>2</sup> Offset by insurance reimbursement revenue recognized in FY 2020/21.

<sup>&</sup>lt;sup>1</sup> Expenditure increase is wholly or partially cost neutral, offset by a corresponding revenue source or dedicated fund balance.



Orange County Fire Authority Mid-Year Financial Report, January 2022 Page 3 of 5

**OCPFA Retiree Medical Trust Payment:** OCFA's audit firm Lance, Soll & **\$1,954,775**<sup>(1)</sup> Lunghard issued a final report on the OCPFA Medical Benefit Trust for the period January 1, 2020 through December 31, 2020 showing a \$1,954,775 excess fund balance credit due to the OCFA. Per the terms of the OCFA/OCPFA Health Plan Agreement, OCFA will remit these funds to the OCFA Retiree Medical Trust held at OCERS.

Settlement Agreement Snowball Plan Payment: The Irvine Settlement (\$500,000) Agreement requires a Snowball Plan Payment of \$500K to paydown unfunded liabilities each year in which our pension liability is less than 85% funded. OCFA received notification that we are over 85% funded after the FY 2021/22 Adopted Budget was prepared. Per the Settlement Agreement, since we have reached the 85% funding target, the \$500K budgeted as a Snowball Plan Payment should now be transferred to the 115 Trust.

<sup>1</sup> Expenditure increase is wholly or partially cost neutral, offset by a corresponding revenue source or dedicated fund balance.

# FY 2021/22 CIP and Other Fund Adjustments

- Fund 12110 General Fund CIP: A decrease in expenditures in the amount of \$2,932,007 is needed for deferral of expenditures for the enterprise phone and public address system upgrade (\$500,000), station bathroom inclusive facilities (\$1,000,000), and Fire Station 41 improvement (\$1,255,128) projects to future years. In addition, a decrease of \$176,879 is required to move budgeted funds from the CIP to the General Fund for the Limited Term Construction Manager position overseeing various CIP projects. This is purely an accounting change from one fund to another with no impact on overall expenses.
- Fund 123 Fire Stations and Facilities: A decrease in expenditures in the amount of \$2,500,530 is needed for deferral of the RFOTC training grounds and expansion upgrade (\$2,500,000) and Fire Station 10 replacement (\$530) projects to future years.
- Fund 124 Communications & Information Systems: A decrease in expenditures in the amount of \$2,000,000 is needed for deferral of the OCFA enterprise audio visual upgrades (\$500,000) and EMS enterprise system development projects (\$1,500,000) to future years.
- Fund 133 Fire Apparatus: An increase in revenue of \$152,892 and an increase in expenditures of \$160,537 is required for a grant funded fire education trailer. Expenditures are higher than revenue since a condition of the Grant requires OCFA to contribute 5% or \$7,645 of the amount. This grant will be presented to the Board for acceptance prior to or concurrent with the final mid-year adjustment recommendations in March. An additional net expenditure increase of \$70,509 is required for the following: net increase in emergency vehicle expenditures (\$2,197,331), net decrease in support vehicle expenditures (\$2,482,000), expenditure increase of \$325,178 to fund two light service trucks due to a FY 2020/21 purchase order being closed in error which should have been carried over to FY 2021/22; and \$30,000 increase for budget transfer from Fund 121 to Fund 133 to fund a US&R utility vehicle using grant funds.
- **Fund 139 Settlement Agreement:** An increase in expenditures in the amount of \$25,000 is needed to accommodate Trustee and PARS fees for administering the 115 Trust.



Orange County Fire Authority Mid-Year Financial Report, January 2022 Page 4 of 5

- Fund 171 Structural Fire Fund Entitlement Fund: In accordance with the Amended JPA, increase the expenditure budget by \$2,295,468 from FY 2020/21 unencumbered fund balance. Allocation of these funds will enable Structural Fire Fund (SFF) member cities to use their allocated fund balance for fire service enhancements. Any remaining funds not used in FY 2021/22 will be rebudgeted in the next fiscal year.
- Interest Earnings: Interest earning revenues for each of the CIP and Other Funds have been increased except Fund 124 and Fund 171 which had a slight decrease based on the latest projections. The net interest earnings adjustment is a \$73,104 increase.

# FY 2021/22 Fund Balance Transfer Adjustments

- Unencumbered Fund Balance: The FY 2020/21 year-end audit identified unencumbered fund balance in the amount of \$4,590,935. This fund balance increase resulted primarily from additional revenue received in the fiscal year, as well as salary savings and S&S savings in the General Fund. Staff recommends allocating the unencumbered fund balance as follows:
  - Allocate 50% or \$2,295,468 to the Structural Fire Fund Entitlement Fund (Fund 171) for fire service enhancements, in accordance with the First Amendment to the Amended Joint Powers Agreement (Amended JPA). Per the Amended JPA, 50% of any unencumbered funds as determined by the annual audited financial statements shall be allocated to Fund 171 at every ten year interval beginning with FY 2010/11.
  - Allocate remaining 50% to remain in the General Fund to replenish the contingency reserve to 10% of expenditures, pursuant to the OCFA's Financial Stability Budget Policy.
- **CIP to Fund 121 Transfers:** The Financial Stability Policy requires a reconciliation of the 10% contingency reserve at mid-year. In order to maintain the 10% General Fund contingency reserve of \$43,923,725, a fund balance transfer of \$6,174,473 is required from the CIP to the General Fund (\$2,000,000 from Fund 12110, \$3,000,000 from Fund 123, and \$1,174,473 from Fund 124).
- **Irvine Settlement Agreement:** A fund balance transfer from Fund 121 to Fund 139 is needed to make a \$500,000 payment to the 115 Trust now that the pension liability is over 85% funded as required in the Irvine Settlement Agreement.

## **FUTURE FISCAL YEAR FINANCES**

Significant factors that are anticipated to influence the FY 2022/23 budget development include:

- **Prepayment of OCERS Contributions** Staff will conduct an analysis of OCFA's cash flow position; we expect to prepay half of the employer contributions to take advantage of an approximately 5.8% discount. This discount has fluctuated in recent years, from 7.25% to 5.8%, to 4.5%, and now back to 5.8%. The prepayment discount amounts to significant savings. In the current FY 2020/21 OCFA saved an estimated \$2.3M by prepaying a portion of its OCERS contributions.
- **Property Taxes** Since property tax is the largest source of income for the General Fund at about 63%, we have contracted with Harris and Associates to update our property tax projections. Updated preliminary information for our FY 2022/23 budget will be available in February 2022; therefore, in the interim we are continuing to use Harris & Associates' prior projection for FYs 2022/23 through 2025/26 of the Five-Year Financial Forecast.



Orange County Fire Authority Mid-Year Financial Report, January 2022 Page 5 of 5

- **Retirement Rates** The Orange County Employees Retirement System (OCERS) Board has adopted retirement rates for FY 2022/23. Compared to rates used in the prior Five-Year Cashflow Forecast, employer rates for general employees have decreased by 1.09% and rates for the safety employees decreased by 7.09% after removing the impact of the additional pension liability contributions OCFA has made to OCERS. Consistent with Board direction, we continue to pay the original rates, capturing those savings and increasing payments directly to our unfunded liability.
- Workers' Compensation The current forecast is based on the workers' compensation actuarial study dated December 2020. Since that time, workers' compensation costs have been trending higher with increased COVID-19 related claims. We have contracted with Rivelle Consulting to update the actuarial study to be completed in January 2022 which may impact the workers' compensation cost projections in the five-year forecast.

## PENDING ISSUES

• **CIP Project Budget Funding/Timing** – The next five-year Capital Improvement Program budgets are in the process of being developed. As we build the CIP, staff is working on options to align the updated five-year CIP schedule with available funding that is primarily derived from transfers from the General Fund.

# MONITORING FINANCIAL HEALTH

#### <u>Financial Forecast</u>

The Fiscal Health Plan directs staff to monitor our financial indicators through frequent updates to the Authority's Five-Year Financial Forecast, measuring revenues, expenditures, debt, and committed and uncommitted fund balance. These categories are forecasted using all available information, Board actions, and economic conditions (Exhibits 2 and 3).

A trend report has been developed comparing the differences between the forecasted data and actual financial results and is attached to this review as Exhibit 1.

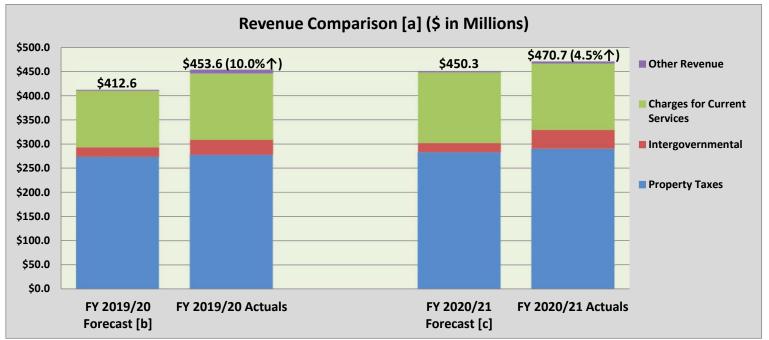
#### Exhibit 1

# 2021 Trend Analysis: Summary of 2-Year Forecast vs. Adjusted Actuals

Comparison of 2019/20 Forecast to 2019/20 Actuals

and

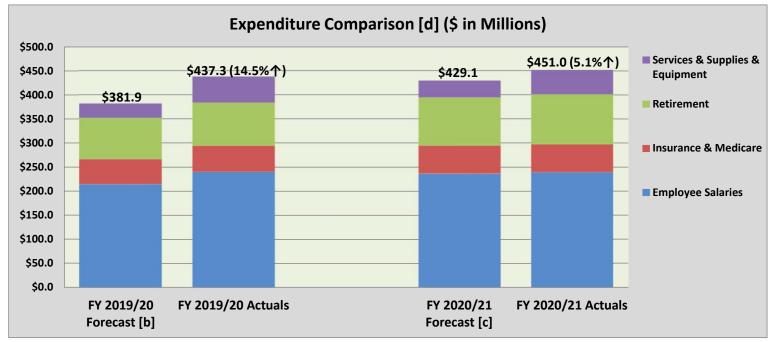
Comparison of 2020/21 Forecast to 2020/21 Actuals



[a] Actual revenue adjusted for one-time sources not forecasted such as assistance by hire revenue, grant revenue, and one-time revenue associated with RDA dissolutions.

[b] As Presented in the FY2018/19 Adopted Budget.

[c] As Presented in the FY2019/20 Adopted Budget - Scenario 1.



[d] Actual expenditures adjusted for one-time items not forecasted such as grant expenditures.

cenario 1 - 0% Salary Increase After MOU Expirations	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
BEGINNING FUND BALANCE - All Funds Combined	223,338,519	194,387,140	208,332,088	224,723,020	226,880,522
GENERAL FUND Revenue & Expenditures	298,984,024	307,247,487	317,808,164	328,274,476	339,788,854
Property Taxes State Reimbursements	298,984,024 8,011,778	8,011,778	8,011,778	8,011,778	8,011,778
Federal Reimbursements	100,000	100,000	100,000	100,000	100,000
One-Time Grant/ABH/RDA	47,105,456	-	-	-	-
Community Redevelopment Agency Pass-thru	18,409,646	19,712,561	18,586,494	23,780,739	28,352,876
Cash Contracts	133,345,035	135,231,806	136,625,836	137,612,138	139,227,194
Community Risk Reduction Fees	6,021,323	6,021,323	6,021,323	6,021,323	6,021,323
ALS Supplies & Transport Reimbursement	4,547,600	4,547,600	4,547,600	4,547,600	4,547,600
Interest Earnings	182,340	133,278	257,704	264,097	270,446
Other Revenue	3,155,972	1,201,197	1,201,197	1,201,197	1,201,197
General Fund Revenue	519,863,174	482,207,030	493,160,096	509,813,347	527,521,268
New Positions for New Stations	-	3,549,990	6,150,099	6,215,183	9,034,936
Service Enhancement	-	800,944	1,852,613	2,904,282	2,904,282
Employee Salaries Retirement - Regular Annual Payments	240,760,601	241,264,092	241,264,092	241,264,092	241,264,092 75,687,614
Accelerated Pension / Retiree Medical Paydown	95,657,088 14,279,280	86,348,510 17,787,217	82,098,101 20,772,547	80,129,654 21,814,115	29,242,631
Workers' Compensation (Transfer to Fund 190)	25,096,683	29,030,889	30,616,381	32,355,798	33,326,472
Other Insurance	36,793,438	39,026,322	41,402,251	43,931,518	46,546,044
Medicare	3,477,787	3,488,419	3,488,419	3,488,419	3,488,419
One-Time Grant/ABH Expenditures	15,494,401	-	-	- , ,	-
Salaries & Employee Benefits	431,559,278	421,296,382	427,644,504	432,103,062	441,494,49
Services & Supplies/Equipment	41,159,699	33,188,281	33,214,181	33,279,313	33,284,378
Irvine Settlement Agreement (Transfer to Fund 139)	2,668,000	2,668,000	2,668,000	2,668,000	2,668,000
New Station/Enhancements S&S Impacts	-	171,245	302,369	311,440	504,088
One-Time Grant Expenditures	33,305,119	-	-	-	-
General Fund Expenditures	508,692,096	457,323,908	463,829,054	468,361,815	477,950,957
Incremental Increase in GF 10% Contingency	2,563,553	193,050	246,815	243,952	216,063
GENERAL FUND SURPLUS/(DEFICIT)	8,607,525	24,690,072	29,084,228	41,207,580	49,354,248
Operating Transfer from Operating Contingency	-	-	-	-	-
Transfers to CIP Funds from General Fund Surplus	8,607,525	24,690,072	29,084,228	20,603,790	24,677,124
One-Time Paydown of UAAL from General Fund Surplus	-	-	-	20,603,790	24,677,124
<b><u>C</u>APITAL IMPROVEMENT PROGRAM (CIP)</b>					
Interest Earnings	523,406	552,457	1,217,422	1,274,408	1,249,412
Cash Contracts	1,652,957	1,737,012	1,789,123	1,842,798	1,898,082
Developer Contributions	1,261,573	1,827,923	-	822,770	-
Operating Transfers into CIP from General Fund Surplus	8,607,525	24,690,072	29,084,228	20,603,790	24,677,124
Total CIP Revenue	12,243,353	28,807,464	32,090,773	24,543,766	27,824,619
Fund 12110 - General Fund CIP	10,166,729	4,651,000	7,475,500	10,106,000	6,781,500
Fund 123 - Fire Stations and Facilities	17,818,265	500,000	3,100,000	7,900,000	23,512,231 500,000
Fund 124 - Communications & Information Systems Fund 133 - Fire Apparatus	4,466,515 17,822,186	3,800,000 12,109,795	1,250,000 10,522,293	1,450,000 9,712,965	10,669,294
Total CIP Expenses	50,273,695	21,060,795	22,347,793	29,168,965	41,463,025
. CIP SURPLUS/(DEFICIT) - Deposit to/withdraw from CIP reserve	(38,030,342)	7,746,669	9,742,980	(4,625,199)	(13,638,400
OTHER FUNDS	(00,000,042)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	>,, 12,700	(1,0#3,177)	(10,000,400
Fund 190 - WC Revenue - Transfer from GF	25,096,683	29,030,889	30,616,381	32,355,798	33,326,472
Fund 190 - WC Cashflow Payments per Actuary	15,640,500	29,030,889	25,715,243	27,317,050	29,018,634
Deposit to WC Cashflow Reserve	9,456,183	4,505,229	4,901,138	5,038,748	4,307,838
Fund 139 - Irvine Settlement Revenue - Transfer from GF	2,668,000	2,668,000	2,668,000	2,668,000	2,668,000
Fund 139 - Irvine Settlement Expenditures - Per Agreement	2,193,000	1,168,000	1,168,000	1,168,000	1,168,000
1 0	475,000	1,500,000	1,500,000	1,500,000	1,500,000
Deposit to PARS - Pension Reserve [1]		-	-	-	-
	3,415,773				219,266,010
. Fund 171 - SFFEF Expenditures	3,415,773 <b>194,387,140</b>	208,332,088	224,723,020	226,880,522	
. Fund 171 - SFFEF Expenditures		208,332,088	224,723,020	226,880,522	, , ,
Fund 171 - SFFEF Expenditures  NDING FUND BALANCE (Note) - All Funds Combined  Ending Balance by Fund Operating Contingency (10% of Expenditures)		<b>208,332,088</b> 43,606,775	<b>224,723,020</b> 43,853,589	<b>226,880,522</b> 44,097,542	44,313,604
Fund 171 - SFFEF Expenditures  NDING FUND BALANCE (Note) - All Funds Combined  Ending Balance by Fund	194,387,140				44,313,604
Fund 171 - SFFEF Expenditures  NDING FUND BALANCE (Note) - All Funds Combined  Ending Balance by Fund Operating Contingency (10% of Expenditures) Reserve for Cash Contract City Station Maintenance Structural Fire Fund Entitlement Fund (Fund 171)	<b>194,387,140</b> 43,413,725 510,000 2,810	43,606,775 510,000 2,810	43,853,589 510,000 2,810	44,097,542	44,313,604 510,000 2,810
Fund 171 - SFFEF Expenditures         NDING FUND BALANCE (Note) - All Funds Combined         Ending Balance by Fund         Operating Contingency (10% of Expenditures)         Reserve for Cash Contract City Station Maintenance         Structural Fire Fund Entitlement Fund (Fund 171)         Irvine Settlement Agreement (Fund 139)	<b>194,387,140</b> 43,413,725 510,000 2,810 25,857,035	43,606,775 510,000 2,810 27,429,937	43,853,589 510,000 2,810 29,090,586	44,097,542 510,000 2,810 30,758,755	44,313,604 510,000 2,810 32,423,620
Fund 171 - SFFEF Expenditures         NDING FUND BALANCE (Note) - All Funds Combined         Ending Balance by Fund         Operating Contingency (10% of Expenditures)         Reserve for Cash Contract City Station Maintenance         Structural Fire Fund Entitlement Fund (Fund 171)         Irvine Settlement Agreement (Fund 139)         CIP FUND BALANCE	<b>194,387,140</b> 43,413,725 510,000 2,810 25,857,035 <b>5,051,819</b>	43,606,775 510,000 2,810 27,429,937 <b>12,357,951</b>	43,853,589 510,000 2,810 29,090,586 21,130,142	44,097,542 510,000 2,810 30,758,755 <b>15,488,713</b>	44,313,604 510,000 2,810 32,423,620 <b>854,00</b> 9
Fund 171 - SFFEF Expenditures         NDING FUND BALANCE (Note) - All Funds Combined         Ending Balance by Fund         Operating Contingency (10% of Expenditures)         Reserve for Cash Contract City Station Maintenance         Structural Fire Fund Entitlement Fund (Fund 171)         Irvine Settlement Agreement (Fund 139)         CIP FUND BALANCE         Workers' Compensation Cashflow Reserve (Fund 190)	<b>194,387,140</b> 43,413,725 510,000 2,810 25,857,035 <b>5,051,819</b> 119,551,751	43,606,775 510,000 27,429,937 <b>12,357,951</b> 124,424,615	43,853,589 510,000 2,810 29,090,586 <b>21,130,142</b> 130,135,893	44,097,542 510,000 2,810 30,758,755 15,488,713 136,022,702	44,313,604 510,000 2,810 32,423,620 <b>854,00</b> 9 141,161,967
Fund 171 - SFFEF Expenditures         NDING FUND BALANCE (Note) - All Funds Combined         Ending Balance by Fund         Operating Contingency (10% of Expenditures)         Reserve for Cash Contract City Station Maintenance         Structural Fire Fund Entitlement Fund (Fund 171)         Irvine Settlement Agreement (Fund 139)         CIP FUND BALANCE	<b>194,387,140</b> 43,413,725 510,000 2,810 25,857,035 <b>5,051,819</b>	43,606,775 510,000 2,810 27,429,937 <b>12,357,951</b>	43,853,589 510,000 2,810 29,090,586 21,130,142	44,097,542 510,000 2,810 30,758,755 <b>15,488,713</b>	44,313,60 510,00 2,81 32,423,62 <b>854,00</b>

# **Forecast Assumptions – Mid-Year Revised**

#### **Basic Assumptions**

The Adopted FY 2021/22 budget, and the Five-Year Capital Improvement Plan approved by the Board of Directors on June 24, 2021 form the basis for this financial forecast with the following adjustments:

- Updated total beginning fund balance from the FY 2020/21 audited financial statements.
- All approved budget adjustments that have occurred since the adoption of the budget.
- Proposed FY 2021/22 mid-year adjustments.

#### **General Fund Revenues**

• Secured Property Taxes – The Harris & Associates Final 2021 Report Typical Scenario provides the growth factors assumed for the forecast. The following are projections of current secured property tax growth:

FY 2021/22	3.70%
FY 2022/23	2.94%
FY 2023/24	3.65%
FY 2024/25	3.49%
FY 2025/26	3.71%

- Public Utility, Unsecured, Homeowners Property Tax Relief, and Supplemental Delinquent Taxes – All of these categories of property taxes are projected to remain constant during the forecast period.
- *State Reimbursements* State reimbursements are expected to remain constant, pending more details from CAL FIRE.
- Federal Reimbursements This revenue is projected to remain constant.
- **One-Time Grant/ABH/RDA Proceeds** These are one-time only revenues that vary significantly from year to year and therefore are not forecasted beyond the current year. Board actions to date and proposed mid-year adjustments have increased the FY 2021/22 adopted budget by \$47.1M for one-time increases in grants and assistance by hire.
- *Community Redevelopment Agency Pass-thru Revenue* Harris & Associates completed a Redevelopment Area Excess Revenue Analysis of pass-thru and residual revenues from the dissolution of the redevelopment agencies dated April 1, 2021. The forecast figures come from this report.
- *Cash Contracts* The forecast calculations are based on the Joint Powers Agreement and subsequent amendments and year-over-year changes are estimated between 0.92% and 4.50% per year. In addition, this revenue category includes estimated John Wayne Airport contract proceeds with an annual 4% increase cap, which is projected to continue through the forecast period.

- Community Risk Reduction Fees Community Risk Reduction Fees are projected to remain constant through the forecast period from FY 2022/23 through FY 2025/26, pending any changes approved by the Board.
- ALS Supplies & Transport Reimbursements This revenue is estimated to remain flat, pending any changes approved by the Board. Staff is currently in the process of reviewing medical supplies reimbursement rates.
- *Interest Earnings* Assumes an annual return of 0.25% for FY 2021/22 and FY 2022/23 and 0.5% thereafter.
- *Other Revenue* This revenue source includes various items such as reimbursements for training and cost recovery for the firefighter handcrew and is projected to remain flat over the forecast period.

## **General Fund Expenditures**

- Salaries & Employee Benefits S&EB is composed of the following factors:
  - ✓ New Positions for New Stations The forecast assumes that vehicles will be in service beginning 12/1/2022 for Station 67 and 7/1/2025 for Station 12.
  - ✓ *Employee Salaries* Projected salaries reflect increases consistent with the approved labor group MOUs.
  - ✓ Retirement Retirement costs reflect projected employer retirement rates, which are based on the OCERS provided rates for FY 2021/22. The projected employer rates in the outer years of the forecast are based on a study dated 7/9/2021 prepared by Segal Consulting and provided by OCERS. FY 2022/23 rates are approximately 7.29% lower for safety and 0.99% lower for non-safety compared to FY 2021/22 rates.

FY	Safety	General	Source
2021/22	53.50%	36.92%	EV 2021/22 have done OCEDS and id adversion Outer
2022/23	46.21%	35.93%	FY 2021/22 based on OCERS provided rates. Outer
2023/24	43.81%	34.53%	years based on Segal Study dated 7/9/20. Effective rates adjusted to remove impact
2024/25	42.71%	33.83%	additional OCFA UAAL contributions
2025/26	40.21%	32.22%	additional OCTA UAAL contributions

Note: employer rates shown in the table above do not include the portion of the employee rate that is paid by OCFA

In accordance with the Updated Snowball Strategy presented to the board in November 2015, the forecast includes the following projected UAAL paydowns:

- Contributing additional funds each year using projected savings that will be realized under new Public Employees' Pension Reform Act (PEPRA) of \$3.3M in FY 2021/22 and continuing in different amounts until payment is complete.
- Contributing an additional \$1M each year starting in FY 2016/17 and increasing by \$2M each year until it reaches \$15M and continuing at \$15M thereafter.
- Contributing \$1 million per year from surplus fund balance available in the Workers' Compensation Self-Insurance Fund from FY 2016/17 through FY 2020/21.

- Beginning in FY 2017/18 at mid-year, if CIP is sufficiently funded, allocate 50% of the General Fund surplus, if any, to UAAL with the remaining 50% used to fund CIP.
- ✓ Workers' Compensation FY 2021/22 assumes a 50% confidence level for ongoing Workers' Compensation costs. The 50% confidence level is assumed throughout the forecast period. Workers' Compensation costs in the forecast period are based on projected payments in the Rivelle Consulting Services December 2020 Study.
- ✓ Other Insurance Medical insurance rates for firefighters are assumed to increase by 5% for 2021 per the Health Plan Agreement dated 3/29/2017. For staff members, it is projected to grow by 10% annually. This category also includes \$135,000 for unemployment insurance in FY 2021/22.
- ✓ *Medicare* Annual amounts are calculated at 1.45% of projected salaries.
- **One-Time Grant/ABH Expenditures** These are one-time only expenditures that vary significantly from year to year and therefore are not forecasted beyond FY 2021/22.
- Services and Supplies (S&S) S&S is held flat unless a new fire station is built, specific increases have been identified by section managers, or one-time grant proceeds have been received.

## Net General Fund Revenue

This figure equals the General Fund Revenue minus the General Fund Expenditures.

## **Incremental Increase in General Fund 10% Contingency**

This is the amount needed to add to the General Fund 10% Contingency each year to maintain this category of fund balance at the required policy level of 10% of General Fund expenditures (less one-time expenditures).

## Transfer to Fund 139 from General Fund Surplus

This is the amount needed to pay for City of Irvine Settlement Agreement costs.

## **General Fund Surplus/(Deficit)**

This figure is equal to the Net General Fund Revenue less the incremental increase in the General Fund 10% Contingency and the transfer out to Fund 139. In years when there is a surplus, unless an exception is triggered, 50% is transferred to the CIP funds and 50% is used to paydown the UAAL as outlined in the Financial Stability Budget Policy. In years when there is a deficit, the deficit amount must be drawn from the 10% Contingency, and once those are exhausted, from fund balance for CIP.

## **Capital Improvement Program/Other Funds Revenue**

• *Interest Earnings* – Assumes an annual return of 0.25% for FY 2021/22 and FY 2022/23 and 0.5% thereafter.

- *State/Federal Reimbursement* The forecast assumes no State/Federal reimbursement revenue in the forecast period.
- *Cash Contracts* The forecast calculations are based on the Joint Powers Agreement and subsequent amendments.
- *Developer Contributions* The forecast assumes we will receive developer contributions to fund fire stations and vehicles in FY 2021/22, 2022/23, and FY 2024/25.
- *Workers' Compensation Transfer* These amounts equal the General Fund Workers' Compensation budget.
- *Fund 139 Transfer* These amounts are transferred from the General Fund to pay for various expenditures required under the City of Irvine Settlement Agreement.
- *Operating Transfer In* This figure equals the Operating Transfer Out from the General Fund.

## **Capital Improvement Program/Other Funds Expenditures**

Expenditures for each CIP fund are based on the CIP Budget.

- *Irvine Settlement (Fund 139)* Budgeted expenditures in Fund 139 are based on the City of Irvine Settlement Agreement.
- *Structural Fire Fund Entitlement (Fund 171)* The forecast period assumes no Structural Fire Fund Entitlement expenditures beyond FY 2021/22.
- Self-Insurance Fund (Fund 190) Self-Insurance Fund expenditures are based on projected payments in the Rivelle Consulting Services December 2020 Workers' Compensation Actuarial Study.

## Fund Balances

• **Operating Contingency** – Reflects policy of 10% of the General Fund expenditures each year (less one-time expenditures and UAAL payments). General Fund deficits (if applicable) are deducted from this category of fund balance.

## Assigned Fund Balances

- Irvine Settlement (Fund 139) Funding is set aside for City of Irvine Settlement Agreement costs, including the 115 Trust.
- Self-Insurance Fund (Fund 190) Funding is set aside for Workers' Compensation outstanding claims at the 50% confidence level per Board policy. The required amount is based on the actuarial report for Estimated Outstanding Losses as of the last full fiscal year prior to report issuance. The required funding levels are maintained by retaining funds in fund balance that reflect the difference between the workers' compensation transfer and Fund 190 expenditures.

• *Capital Improvement Program* – This fund balance includes funding for future capital replacements and is reduced annually by the cost of capital assets and increased in years when there are Operating Transfers into the CIP.



# Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors Meeting January 27, 2022

Agenda Item No. 2C Consent Calendar

# **Annual Grant Priorities for 2022**

## **Contact(s) for Further Information**

Robert Cortez, Assistant Chief Business Services Department	robertcortez@ocfa.org	714.573.6012
Jay Barkman, Legislative Analyst	jaybarkman@ocfa.org	714.573.6048

## **Summary**

This annual agenda item is submitted to the Budget and Finance Committee for approval of OCFA's Annual Grant Priorities for 2022.

## **Prior Board/Committee Action**

On January 12, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by a vote of 8-0 (Director Tettemer absent).

## **RECOMMENDED** ACTION(S)

Approve OCFA's Annual Grant Priorities for 2022.

## **Impact to Cities/County**

Successful grant applications for staffing and equipment will provide significant benefit to member cities and the county.

## **Fiscal Impact**

If grant funds are awarded for staffing or equipment, these funds will help offset expenses.

## Background

The Orange County Fire Authority (OCFA) applies for grant funding throughout the year based on needs identified throughout the organization. This staff report is provided to establish the 2022 Grant Priorities and update the Board on grant awards received in 2021. The grant priorities for 2022 were established in collaboration with Executive Management and staff to address upcoming funding needs and opportunities. These discussions assisted in identifying potential projects and corresponding grant programs to pursue in the coming calendar year.

In 2021, OCFA received over \$2.9 million in various grant awards including Self-Contained Breathing Apparatus (SCBAs), Fire Education Safety Trailer, equipment for wildfire mitigation projects, managing the Urban Search & Rescue Task Force-5, and for overall preparedness to prevent, prepare, respond, and recover from acts of terrorism.

On March 14, 2021 OCFA completed the 2017 FEMA *Staffing for Adequate Fire and Emergency Response* (SAFER) grant award of \$3.6 million. This grant funded a fourth firefighter position for Buena Park, Tustin, and San Clemente.

In 2019, OCFA received \$1,522,584 million from the Federal Emergency Management Agency (FEMA) under the Assistance for Firefighters Grant program to enable OCFA members and members from neighboring fire departments to be certified Fire Ground Survival (FGS) instructors under the International Association of Fire Fighters (IAFF). This grant was originally set to be completed by September of 2020. However, the COVID-19 pandemic forced the suspension of training activities and FEMA provided an extension until March 2022. OCFA has now completed the FGS program and is using excess funds for additional training classes approved by FEMA.

## Attachment(s)

OCFA's Annual Grant Priorities for 2022

Attachment



## **Orange County Fire Authority**

# Annual Grant Priorities

2022

## Staffing for Adequate Fire and Emergency Response (SAFER)\$3.6 million awarded

The Federal Emergency Management Agency (FEMA) SAFER grant funds the hiring of "frontline" firefighters. In 2017, the OCFA requested and received funding for new firefighter positions, including the addition of a fourth firefighter on engines to enhance service delivery, improve efficiency, and enhance firefighter safety. The grant provides three years of funding with a federal and local cost share split of 75% federal and 25% local in the first two years, and 35% federal and 65% local in the third year. There is no requirement the positions be maintained after the threeyear grant period ends; however, the OCFA and the impacted cash contract cities listed below in the 2017 award have agreed to maintain the positions after the grant.

<u>Firefighter Staffing</u>: OCFA's 2017 grant award funded a fourth firefighter for a single unit in each of the member cities of Buena Park, San Clemente, Placentia, and Tustin. With the departure of Placentia, the fourth firefighter position was reallocated. Prior to award of the grant, each city had an engine staffed with three firefighters. Adding a fourth firefighter on these units improved service delivery and enhanced firefighter safety. The cost of each position is now being phased-in and will be fully paid for by Buena Park, San Clemente, and Tustin in FY 2024/25.

A new grant cycle is expected to open in 2022 and will be considered pending details on match requirements and evaluation of OCFA's staffing needs.

## **Assistance to Firefighters Grant (AFG)**

## \$2.8 million awarded

AFG funds the purchase of firefighting vehicles and safety equipment. Applications are accepted for tools, personal protective equipment (PPE), training, wellness and fitness, and station modifications. Departments can submit one application and an additional "regional application," in partnership with one or more other fire departments.

## FY2021 Application

The 2021 application closes January 21, 2022 and OCFA is applying for close to \$900,000 in total grant funds to purchase 300 sets of structure turnouts, 700 sets of wildland jackets/pants, and various PPE (gloves, packs, boots). If awarded, the grant will ensure OCFA personnel are equipped with structure turnouts that are regularly cleaned and maintained to reduce cancer exposure. Also, 100% of OCFA personnel will be equipped with the newest wildland PPE that protects from burns and reduces risk to heat exhaustion and stress.

## FY2020 Application

OCFA applied and received award in September of 2021 for \$1,362,522 in federal funds to replace our aging Self-Contained Breathing Apparatus (SCBAs) to newer models with increased capacity and safety features. OCFA received a 2012 AFG award for close to \$1.4 million to replace SCBAs, and we have since grown to contract with the cities of Santa Ana and Garden Grove. SCBAs must be replaced at the same time to ensure interoperability and consistency in our operations. Therefore, this project will be a high priority during the next two years as the grant will provide startup funding so that OCFA can complete this in a timely manner.

<u>Fire Ground Survival Training</u>: In September of 2019, OCFA received \$1,522,584 for 35 OCFA members and 25 members from neighboring fire departments to be certified Fire Ground Survival (FGS) instructors under the International Association of Fire Fighters (IAFF). According to the IAFF, "the purpose of the Fire Ground Survival program is to ensure that training for MAYDAY prevention and MAYDAY operations are consistent between all firefighters, company officers, and chief officers. Firefighters must be trained to perform potentially life-saving actions if they become lost, disoriented, or injured."

This grant was originally set to be completed by September of 2020. However, the COVID-19 pandemic forced the suspension of training activities and FEMA provided an extension until March 2022. OCFA has now completed the FGS program and is using excess funds for additional training classes approved by FEMA.

## **Fire Prevention and Safety**

## \$152,892 awarded

Fire Prevention and Safety (FP&S) Grants are part of AFG and support projects that enhance the safety of the public and firefighters from fire and related hazards. The primary goal is to reduce injury and prevent death among high-risk populations.

OCFA submitted and received an award in September of 2021 for \$152,892 in federal funds to purchase a Fire Safety Education Trailer. OCFA staff are currently developing specifications to solicit competitive proposals. The trailer will include kitchen and bedroom modules including special effects that allow for simulation to instruct the public on what to do in the event of an earthquake or kitchen fire.

In 2022, a new grant cycle will open and OCFA will consider projects that support existing fire prevention education activities such as smoke alarm installations, or community based defensible space activities.

## **Crews and Heavy Fire Equipment / Air Operations**

## \$228,429 awarded

<u>CAL FIRE's Fire Prevention Grants Program</u> provides funding for fire prevention projects and activities in and near fire threatened communities that focus on increasing the protection of people, structures, and communities. Funded activities include hazardous fuels reduction, wildfire prevention planning, and wildfire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions.

OCFA submitted and received an award in October of 2021, for \$228,429 in state funds to purchase specialized heavy equipment and tools for use by the Crews and Heavy Fire Equipment Section (<u>Link to OCFA Board Item</u>). This grant will assist Orange County by providing crews with improved means to complete projects quickly and efficiently thereby reducing the potential for wildfire within the State Responsibility Area (SRA). These projects will reduce the fuel load countywide and ensure proper maintenance of access roads. These projects include road repair for increasing emergency responses on wildland fires and remote medical aids, the installation of culverts, tree removal, stump grinding, chipping all in one, including the removal of disease-

infested trees.

In 2022, OCFA's Crews and Heavy Fire Equipment Section plans to apply to CAL FIRE to purchase a new water tender. Staff is researching costs, but there is no match requirement under this grant. As a contract county, OCFA also provides initial review on behalf of CAL FIRE of those applications submitted within Orange County by other local agencies or qualified non-profit groups. Staff is working with our member agency cities to develop projects and ensure they are viewed competitively with other regional requests.

Finally, the Air Operations Section is seeking funding for helicopter refilling tank systems. These are high-capacity water storage containers that can be mobile or in fixed locations in remote areas where there are no options for OCFA helicopters to pull water and refill. These projects may involve working with local water districts, or private landowners to support placement. Staff is researching locations and communities at risk to identify partnerships and options for funding.



# Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors Meeting January 27, 2022

Agenda Item No. 2D Consent Calendar

# 2020 Urban Areas Security Initiative Grant Program Agreement to Transfer Property or Funds

<b>Contact(s) for Further Information</b> Phil Johnson, Assistant Chief Operations Department	philjohnson@ocfa.org	714.573.6014
Shane Sherwood, Division Chief	shanesherwood@ocfa.org	949.236.0987

## **Summary**

This item is submitted for approval of FY 2020 Urban Areas Security Initiative (UASI) Grant Program award and for authorization for the Fire Chief to execute the necessary Agreement(s). The Grant resources will be utilized to enhance the OCFA's ability to prevent, prepare for, respond to, and recover from, domestic and international terrorism incidents.

## **Prior Board/Committee Action**

On January 12, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by a vote of 8-0 (Director Tettemer absent).

## **RECOMMENDED ACTION(S)**

Approve the Fiscal Year 2020 Urban Areas Security Initiative Grant Program Agreement and authorize the Fire Chief to execute it and any necessary attachments and agreement(s) to accept and administer the UASI Grant.

# **Impact to Cities/County**

Not Applicable.

## **Fiscal Impact**

Not applicable, due to OCFA not directly receiving any funds from this grant year.

## Background

On November 13, 2003, the United States Department of Homeland Security established the UASI Grant Program through the Federal Office of Domestic Preparedness. The grant only allowed two cities in Orange County, Anaheim and Santa Ana, to apply for funds through the UASI.

To ensure these funding sources did not undermine the process already in place, all principal parties involved formed a collaborative regional effort to facilitate the needs for the entire operational area. This ensured the funds were utilized to provide for the region and not one particular jurisdiction. Beginning in FY 2006, the two UASI cities combined to form a single entity and have divided the County into two geographic regions. The City of Santa Ana is responsible for the southwest portion of the County and the City of Anaheim is responsible for the northeast

portion. Utilizing the Strategic Initiatives developed by the Urban Area Working Group, priorities were established for equipment, training, and planning.

On November 10, 2021, OCFA was notified it would be eligible for specific reimbursements/transfer of property as part of the FY 2020 UASI Grant Program. Grant funds are designated for use to reimburse costs related to training, including participant tuition, instructor participation, course delivery, and hosting. This grant agreement also allows the UASI administrator to transfer equipment to the OCFA.

## Attachment(s)

• FY20 Urban Areas Security Initiative Grant Program Agreement (*Contract posted online and hard copy available in the Clerk's Office upon request*)

Attachment

# AGREEMENT

# SUB-RECIPIENT: ORANGE COUNTY FIRE AUTHORITY

City Contract Number \_\_\_\_\_

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## **EXHIBITS**

Exhibit A CalOES FY2020 Grant Assurances

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- Certification Regarding Debarment, Suspension and Other Responsibility Exhibit B Matters
- Certification Regarding Lobbying Exhibit C

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Agreement Number:\_\_\_\_\_

## AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR

## REIMBURSEMENT OF TRAINING COSTS

#### FOR FY2020 URBAN AREAS SECURITY INITIATIVE (UASI)

## BETWEEN THE CITY OF ANAHEIM AND ORANGE COUNTY FIRE AUTHORITY

THIS AGREEMENT is made and entered into this \_\_\_\_\_day of \_\_\_\_\_\_20\_\_\_, by and between the CITY OF ANAHEIM, a municipal corporation (the "CITY"), and ORANGE COUNTY FIRE AUTHORITY (the "SUB-RECIPIENT" or "Contractor").

## WITNESSETH

WHEREAS, CITY, acting through the Anaheim Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2020 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2020 Urban Areas Security Initiative" from the federal Department Of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

"U.S. Department of Homeland Security "Fiscal Year 2020 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)" <u>https://www.fema.gov/sites/default/files/2020-08/fema\_homeland-security-grant-program-nofo\_fy-2020.pdf</u>

California Office of Emergency Services "FY2020 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"

https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202020%20H SGP%20State%20Supplement.pdf

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF ANAHEIM ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY2020 UASI Grant of \$5,056,750 ("Grant Funds") to the CITY OF ANAHEIM, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Anaheim Police Department, Emergency Management Director ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY2020 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement ("Agreement") to ORANGE COUNTY FIRE AUTHORITY ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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## §101. Parties to the Agreement

The parties to this Agreement are:

- A. The CITY, a municipal corporation, having its principal office at 425 South Harbor Boulevard, Anaheim, CA 92805; and
- B. ORANGE COUNTY FIRE AUTHORITY, a municipal corporation, One Fire Authority Road, Irvine, CA 92602

#### §102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:
  - 1. The representative of the City of Anaheim shall be, unless otherwise stated in the Agreement:

Richard LaRochelle, Lieutenant Anaheim Police Department 425 South Harbor Boulevard Anaheim, CA. 92805 Phone: (714) 765-3833 Fax: (714) 765-1616 rlarochelle@anaheim.net

2. The representative of ORANGE COUNTY FIRE AUTHORITY shall be:

Name: Brian Fennessy Title: Fire Chief
Title: Fire Chief
Sub Recipient Name:
Sub Recipient Address: I Fire Authority Rel.
City Irvine State: CA Zip: 92602
Phone: (14) 573-6000
E-mail: brian fennessy@ocfA.org

B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

### §103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF ANAHEIM. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF ANAHEIM by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF ANAHEIM.

#### §104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF ANAHEIM, unless otherwise exempted.

- A. Grant Assurances in accordance with section 413C of this Agreement attached hereto as Exhibit A and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 413A12 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 413A4 of this Agreement and attached hereto as Exhibit C and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

### II TERM AND SERVICES TO BE PROVIDED

## §201. Time of Performance

The term of this Agreement shall commence on 8/31/2021 and end on 3/31/2023 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

## §202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY2020 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <u>https://www.fema.gov/authorized-equipment-list</u>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

Any equipment acquired or obtained with Grant Funds:

- 1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
- Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;
- Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
- 4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more.
- 5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
- 6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
- 7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) serial number or other identification number, (c) the source of funding for the property (including FAIN); (d) who holds the title, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) percentage of federal participation in the project costs for the Federal award under which the property was acquired, (h) location, and (i)use and

condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.

- 8. All equipment obtained under this Agreement shall have an ASAUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
- 9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.
- 10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
- 11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.
- 12. SUB-RECIPIENT shall contact the ASAUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASAUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.
- E. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY2020 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES at <u>https://www.caloes.ca.gov/CaliforniaSpecializedTrainingInstituteSite/Documen</u> <u>ts/HSG%20Funds%20Tracking%20Number%20Request%20Form.pdf.</u> A catalogue of Grantor approved and sponsored training courses is available at <u>https://cdp.dhs.gov/.</u>
- F. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY2020 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <a href="https://www.fema.gov/media-library/assets/documents/32326">https://www.fema.gov/media-library/assets/documents/32326</a>.
- G. Any planning paid pursuant to this Agreement shall conform to the guidelines

as listed in FY2020 Homeland Security Grant Program, as set forth above.

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H. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY2020 Homeland Security Grant Program, as set forth above.

III PAYMENT

#### §301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Anaheim UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

## IV STANDARD PROVISIONS

## §401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

## §402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

## §403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

## §404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

## §405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

## §406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.
- §407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

## §408. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

## §409. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Anaheim, its officers, agents, employees, representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

## §410. Conflict of Interest

- A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
  - 1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
  - 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
  - 3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
- B. Definitions:
  - 1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
  - 2. The term "financial or other interest" includes but is not limited to:
    - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
    - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship

between said person and the Contractor.

- E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

## §411. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

## §412. Statutes and Regulations Applicable To All Grant Contracts

A. Compliance With Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit A. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB-RECIPIENT RECIPIENT used in violation of the Grant Assurances.

B. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and

administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

## 1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with 2 Code of Federal Regulations (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY2020 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2020-0095; and identify the City of Anaheim as the Pass-Through.

## 3. <u>Records Maintenance</u>

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

4. <u>Subcontracts and Procurement</u>

SUB-RECIPIENT shall comply with the federal and SUB-RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review <u>prior to the release of any funds to the</u> <u>subcontractor</u>. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

5. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (i) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

6. <u>Telecommunications</u> (2 CFR 200.216)

SUBRECIPIENT will comply with FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds on Covered Telecommunication Equipment or Services (Interim), which prohibits grant recipients and subrecipients from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

 Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2020 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information: Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities: Part 35. Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. <u>Travel Expenses</u>

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of-State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

## §413. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

## §414. Inventions, Patents and Copyrights

## A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum

on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

## B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

## C. Copyright Policy

- 1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
- 2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
- 3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.

## D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

## §415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

#### V DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

## §501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

#### §502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

### VI ENTIRE AGREEMENT

#### §601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

#### §602. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-two (22) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and ORANGE COUNTY FIRE AUTHORITY have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

CITY OF ANAHEIM, a municipal Corporation of the State of California

By:\_

Theresa Bass Clerk of the Council By:\_\_

Jorge Cisneros Chief of Police

SUB-RECIPIENT ORANGE COUNTY FIRE AUTHORITY DUNS No. 62-2375124 By: Printed Name Title Fire Chief

APPROVED AS TO FORM:

By:

Kristin Pelletier Sr. Asst. City Attorney

APPROVED AS TO FORM Bv: Printed Name Dwid Kabla

Title \_\_\_\_\_\_COONSEL\_\_\_\_\_

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## EXHIBIT A

#### California Governor's Office of Emergency Services FY2020 Grant Assurances (All HSGP Applicants)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

# I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

#### **Federal Regulations**

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

# State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

#### 1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

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#### 2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

#### 3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

#### 4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state

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antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### 5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

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- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (I) California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

#### 6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

#### 7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);

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- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (I) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

#### 8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

#### 9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

#### **10. Conflict of Interest**

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

#### **11. Financial Management**

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

#### 12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation.

#### **13. Whistleblower Protections**

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

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#### 14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

#### 15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

#### 16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

#### 17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

#### **18. Certifications Applicable Only to Federally-Funded Construction Projects** For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant

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in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

#### 19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

#### 20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

#### HOMELAND SECURITY GRANT PROGRAM (HSGP) --PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

#### 21. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### 22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### 23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

#### 24. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Initials

#### 25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### 26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### 27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

#### 28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B- 138942.

#### 29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

#### 30. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **31. Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

#### 32. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Initials \_\_\_\_\_

#### 33. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### 34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

#### 35. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

#### 36. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Initials \_\_\_\_\_

#### IMPORTANT

- 2

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2020, Version 10.1, hereby incorporated by reference, which can be found at: <u>https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions</u>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.
Subrecipient:
Signature of Authorized Agent:
Printed Name of Authorized Agent: Brian Fennessy
Title: <u>Fire Chief</u> Date: <u>11-17-2021</u>

#### EXHIBIT B

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER **RESPONSIBILITY MATTERS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

- A. The applicant certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

I Fire Anthonity Rd. Irunic, CA Address: Authorized Agent Signature Brian Februessu Printed or Typed Name Fire Chief

#### **INSTRUCTIONS FOR CERTIFICATION**

- 1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification In this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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# EXHIBIT C

# CERTIFICATION REGARDING LOBBYING

# Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

AGREEMENT NUMBER:	
12tunz	
CONTRACTOR/BORROWER	GENCY
Brian Fennes	54
NAME AND TITLE OF AUTHOR	IZED REPRESENTATIVE
	11-17-2021
SIGNATURE	DATE



# FY20 UASI Grant Program Transfer Agreement Checklist

Enclosed are three (3) FY2020 UASI Grant Program Transfer Agreements.

The signatory for each city or agency must be specifically authorized by their City Council or Board to execute the agreement. Please submit a copy of the City Council/Board approved document granting the individual authority to execute the agreement to the UASI office with the signed agreements.

The transfer agreement requires signatures from the authorized representative on the following pages:

- □ Transfer Agreement Authorized Representative (pg. 22)
- □ Transfer Agreement Legal Counsel (p.22)
- **Exhibit A: FY2020 Grant Assurances** Authorized Representative; please note the initials required on each page of the Grant Assurances (p. 23-32)
- Exhibit B: Certification Regarding Debarment, Suspension, and Other Responsibility Matters Authorized Representative (p.33)
- **Exhibit C: Certification Regarding Lobbying** Authorized Representative (p.35)

\*\*Please fill out the requested agency information on page 3 of the agreement (§102).

In addition to the agreements, your city or agency will also need to submit the following documents:

- □ ASAUA Sub-Recipient Grants Assessment
- □ City/Agency's Procurement Policy
- □ City/Agency's Travel Policy
- □ City/Agency's Equipment Control and Disposition Policy
- Copy of 2019/2020 Single Audit Report (if expend over \$750,000 in federal assistance)
- □ City Council/Board Approval Document (as mentioned above)

Please mail three (3) original copies of the agreement and the required documents to the following address:

Kerrstyn Vega, UASI Grant Coordinator Anaheim Police Department Budget & Finance 425 S. Harbor Blvd. Anaheim, CA 92805



# ANAHEIM/SANTA ANA UASI GRANT PROGRAM

#### SUB-RECIPIENT GRANTS MANAGEMENT ASSESSMENT

Grant/Year:	FY2020 UASI Grant Program
Sub-Recipient:	
DUNS #	

Per 2 CFR Part 200.331, the Anaheim/Santa Ana UASI is required to evaluate the risk of non-compliance with federal statues, regulations, and grant terms and conditions posed by each sub-recipient of federal grant funding. The purpose of this assessment is to determine and provide an appropriate level of technical assistance, training, and grant oversight to sub-recipients of the ASAUA grant program.

The following are questions related to your organization's experience in the management of grant awards. This questionnaire must be completed and returned with the UASI Sub-Recipient Transfer Agreement and pre-award documentation.

For purposes of completing the questionnaire, grant manager is the individual who has the primary responsibility for day-today administration of the grant, bookkeeper/accounting staff means the individual who has the responsibility for reviewing and determining expenditures to be charged to the grant award, and organization refers to the sub-recipient (city/governmental agency) applying or entering into the award.

	Assessment Pactors	Response
1)	How many years of experience does your current grant manager have managing grants? (Response: less than 3 years, between 3-5 years, or greater than 5 years)	
2)	How many years of experience does your current bookkeeper/accounting staff have managing grants? (Response: less than 3 years, between 3-5 years, or greater than 5 years)	
3)	How many grants does your organization currently receive? (Response: 1-3 grants, 3-10 grants, or more than 10 grants)	
4)	What is the approximate total dollar amount of all grants your organization receives?	
5)	Are individual staff members assigned to work on multiple grants? (Response: Yes/No)	
6)	Do you use timesheets to track the time staff spend working on specific activities/projects? (Response: Yes, No, or Not Applicable)	
7)		
8)	Has your organization received any audit findings In the last three years? (Response: Yes/No)	
9)	Do you have a written plan on how you charge costs to grants? (Response: Yes/No)	
10)	Do you have written procurement policies? (Response: Yes/No)	
11)	Do you get multiple quotes or bids when buying items or services? ( <i>Response: Always,</i> Sometimes, or Never)	
12)	How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.? (Response: less than 3 years, between 3-5 years, or greater than 5 years)	
13)	Do you have procedures to monitor grant funds pass through to other entities? (Response: Yes, No, or Not Applicable)	

ge and belief, the data fumished above is accurate, complete .
Date:
Print Title:

## Entities Covered by the FY2020 Anaheim/Santa Ana UASI Grant Program

The Anaheim / Santa Ana Urban Area, located in Southern California, has a population of 3.1 million and encompasses all 34 cities within Orange County covering an area of approximately 800 square miles.

Anaheim	La Habra	Placentia
Aliso Viejo	La Palma	Rancho Santa Margarita
Brea	Laguna Beach	San Clemente
Buena Park	Laguna Hills	San Juan Capistrano
Calif. State University, Fullerton	Laguna Niguel	Santa Ana
Costa Mesa	Laguna Woods	Santa Ana Unified School District
Cypress	Lake Forest	Seal Beach
Dana Point	Los Alamitos	Stanton
Fountain Valley	Mission Viejo	Tustin
Fullerton	Newport Beach	University of California, Irvine
Garden Grove	Orange	Villa Park
Huntington Beach	Orange County	Westminster
Irvine	Orange County Fire Authority	Yorba Linda
Juaneño Band of Mission Indians		Municipal Water District of Orange County

gion	Discipline	Member	Email
	Law	Captain Brad Butts	mbutts@placentia.org
Northern Region	Fire	Captain Nick Colonelli	NColonelli@anaheim.net
	Emergency Management	Dr. Jannine Wilmoth	JWilmoth@anaheim.net
	Law	Lieutenant Charles Walters	clwalters@ocsd.org
Southern Region	Fire	Division Chief Shane Sherwood	shanesherwood@ocfa.org
	Emergency Management	Michelle Anderson	MANDERSON@ocsd.org
	Law	Manuel Arzate	marzate@tustinca.org
<b>Central Region</b>	Fire	Deputy Chief Doug Yates	dyates@cityoforange.org
	Emergency Management	Stephen Rhyner	srhyner@santa-ana.org
	Law	Lieutenant Bo Svendsbo	gsvendsbo@HBPD.org
Western Region	Fire	Battalion Chief Eric McCoy	emccoy@surfcity-hb.org
	Emergency Management	Brevyn Mettler, CEM	brevyn.mettler@surfcity-hb.org
	Law	Captain Jeff Calvert	jcalvert@lagunabeachcity.net
Harbor Region	Fire	Battalion Chief Tim Vasin	tim.vasin@costamesaca.gov
	Emergency Management	Katie Eing	keing@nbpd.org

# Anaheim/Santa Ana UASI Current UAWG Voting Membership

Group	Disciplin	Vienber :	Email .
	Health	Vacant	
Citizen Corps Council	Emergency Management	Sarah Limones	SLimones@ocsd.org
	Communications	Will Bogdan	WBogdan@ocsheriff.gov
MMRS	Fire	Battalion Chief Jim Henery	jameshenery@ocfa.org
OCIAC	Fusion Center	Alberto Martinez	albemart@ociac.ca.gov
Education Institutions		Kris Kutting, Orange Coa	ast College, kcutting@occ.cccd.edu
Individuals with Disabilities, Access, and Functional Needs		1	Vacant
Chief Information Officer/Chief Information Security Officer		Linda Le	linda.le@ceoit.ocgov.com



# Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors Meeting January 27, 2022

Agenda Item No. 2E Consent Calendar

# 2021 Long Term Liability Study & Accelerated Pension Payment Plan

<b>Contact(s) for Further Information</b>		
Robert Cortez, Assistant Chief	robertcortez@ocfa.org	714.573.6012
Business Services Department		
Tricia Jakubiak, Treasurer Treasury & Financial Planning	triciajakubiak@ocfa.org	714.573.6301

#### **Summary**

This annual agenda item is submitted to provide information on the Orange County Fire Authority's (OCFA) total long term liabilities and strategies for mitigating and/or funding the liabilities.

# **Prior Board/Committee Action**

On January 12, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by a vote of 7-0 (Directors Kuo and Tettemer absent).

#### **RECOMMENDED** ACTION(S)

- 1. Receive and file the report.
- 2. Direct staff to adjust the FY 2021/22 General Fund budget to increase expenditures and operating transfers out by a combined value of \$4,590,935, the amount identified as the unencumbered fund balance in the FY 2020/21 financial audit, and to allocate 50% or \$2,295,467.50 of the funding to replenish the contingency reserve to 10% of expenditures as required by the OCFA's Financial Stability Policy, and \$2,295,467.50 to the Structural Fire Fund Entitlement Fund as required under the 2010 First Amendment to the Amended Joint Powers Agreement. The specific technical budget adjustment to carry-out this action will be included in the March mid-year budget adjustment agenda item for final approval by the Board.

# **Impact to Cities/County**

Strategic planning to reduce liabilities where possible and provide early funding for those liabilities which cannot be reduced, will assist OCFA in sustaining frontline emergency services for our member agencies and the citizens we serve. Attachment 3 provides a hypothetical distribution of liabilities by member agency.

#### **Fiscal Impact**

During the past eight years, the OCFA Board of Directors' support of the Accelerated Pension Payment Plan has enabled OCFA to make accelerated payments totaling \$124.3 million, resulting in interest savings of \$46.8 million on behalf of the Orange County citizens and taxpayers who fund our services.

## Background

In order to determine an agency's financial stability, one must look at all of its long-term obligations or liabilities, not just pensions. The Liability Study (Attachment 1) examines all of OCFA's long-term liabilities, with primary focus on the pension liability and retiree medical liability.

#### Accelerated Pension Payment Plan

During FY 2020/21, OCFA made additional payments towards its Unfunded Actuarially Accrued Liability (UAAL) totaling \$15.8 million to the Orange County Employees' Retirement System (OCERS). To evaluate progress associated with the accelerated funding of OCFA's pension liability, OCFA requested OCERS' actuary, Segal Consulting, to update the following:

- How much OCFA saved in interest annually since 2013 by making additional payments towards its UAAL?
- When would OCFA achieve 85% funding and 100% funding if it continued to make additional UAAL payments under its Snowball Plan?

The actuary reported back that OCFA has saved \$46.8 million in interest by making additional payments towards its UAAL and has achieved 87.7% funding as of December 31, 2020, and will achieve 100% funding by December 31, 2025, assuming all other actuarial inputs are held constant.

#### Irvine Settlement Agreement

As part of the Irvine Settlement Agreement, OCFA agreed to establish a 115 Trust and to make annual deposits of \$2 million, dedicated solely for future application to OCFA's pension liability. On May 23, 2019, the OCFA Board approved establishing the 115 Trust with the Public Agency Retirement Services (PARS), and the initial deposit of \$2 million was made on July 1, 2019. OCFA is to continue to make annual deposits of \$2 million in July of each year. However, if OCFA has not funded 85% of its pension liability as determined by OCERS by June 30, 2021, then the required 115 Trust payment will be reduced to \$1,500,000 per fiscal year until OCFA achieves the targeted 85% funding level and the \$500,000 reduction will instead be contributed to OCERS as an additional employer pension contribution. Since OCFA's pension plan is currently 87.7% funded, for FY 2021/22 the full \$2 million will be deposited into the PARS 115 Trust to reduce the pension liability.

A hypothetical allocation of OCFA's pension liability by member city can be found in Attachment 3, and the allocation of the PARS 115 trust assets by member city can be found in Attachment 4.

The OCFA has already taken many steps to reduce some of its long-term liabilities and accelerate funding of other liabilities. Staff is committed to continue seeking additional ways to mitigate liability impacts, fund the accrued liabilities, and ensure the long-term viability of the organization.

#### Attachment(s)

- 1. 2021 Long Term Liability Study
- 2. Updated Snowball Strategy
- 3. Hypothetical Allocation of Pension Liability Per City
- 4. Allocation of PARS 115 Trust Assets by City
- 5. January 12, 2022 B&FC PowerPoint Presentation

Attachment 1



# 2021 LIABILITY STUDY

# OCFA'S LONG TERM LIABILITES

J A N U A R Y 2 0 2 2

# OCFA'S LONG TERM LIABILITY STUDY

# I. OBJECTIVE

One of the key components of fiscal responsibility is prudent management of long-term liabilities. The objective of this annual study is to provide an accurate assessment of the OCFA's *total* long-term obligations and to continuously identify strategies to reduce and/or fund the liabilities.

# II. BACKGROUND

OCFA's long term liabilities include:

- A. Defined Benefit Pension Plan
- B. Defined Benefit and Defined Contribution Retiree Medical Plans
- C. Workers Compensation Claims
- D. Accrued Compensated Absences (accumulated sick and vacation payouts)
- E. Leases (new this year)

The liabilities above, and strategic funding for each, remain a focus for OCFA as discussed in more detail below.

# A. DEFINED BENEFIT PENSION PLAN

In a *defined benefit plan*, employees receive *specific benefits* upon retirement, based on a pre-established formula. For example, a pension plan may provide retirees an annual retirement income which is determined in accordance with an agreed-upon formula, such as a predetermined percentage of annual earnings multiplied by the number of years of service.

The OCFA participates in the Orange County Employees' Retirement System (OCERS), a cost sharing multiple-employer, defined benefit pension plan. All OCFA regular, full-time, and part-time employees become members of OCERS upon employment, and the OCFA makes periodic contributions to OCERS as part of the funding process. The contributions submitted to OCERS are divided into employer and employee contributions. The combination of these contributions and investment income from OCERS' investments are structured to fund the employees' retirement benefits by the time the employees retire.

The OCFA's employees are distributed into two employee categories for purposes of retirement benefits, identified as Safety members and General members. Both the Safety and General categories include three tiers of retirement benefit formulas each, depending on date of hire:

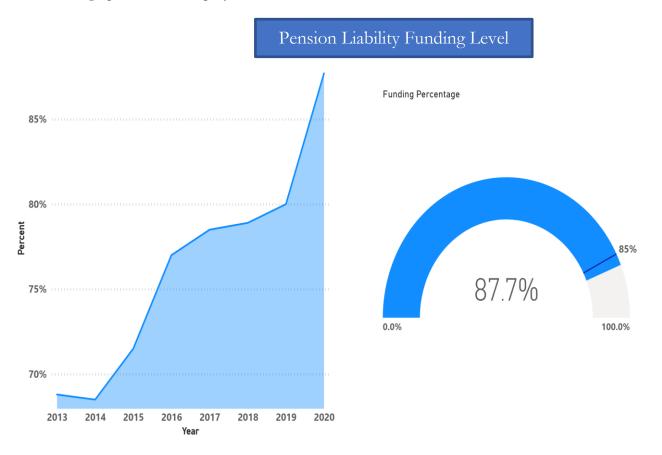
	Hired Prior to	Hired Between	Hired on or after
	July 1, 2012	July 1, 2012 – Dec. 31, 2012	Jan. 1, 2013 (w/out reciprocity)
Safety	<b>3%</b> @ 50	3% @ 55	<b>2.7% (<i>a</i>) 57</b>

	Hired Prior to	Hired Between	Hired on or after
	July 1, 2011	July 1, 2011 – Dec. 31, 2012	Jan. 1, 2013 (w/out reciprocity)
General	2.7% @ 55	2% @ 55	<b>2.5%</b> @ 67

# **OCFA Retirement Costs, Liabilities and Funding**

OCFA's annual retirement costs (mandatory costs plus voluntary accelerated payments) represent approximately \$96 million or 21% of the Authority's FY 2021/22 General Fund budget. Each year, the Authority receives its retirement rates from OCERS. The total retirement rate has two components: the Normal Cost Component plus the current year's cost for the Unfunded Actuarial Accrued Liability (UAAL). The Normal Cost Component is the cost to pay for the current year's value of retirement benefits as earned. The UAAL Component is the accrued liability for past services which were not funded by prior contributions and investments.

The UAAL is determined by the actuary and is the difference between the present value of accrued liabilities and the value of assets as of a specific date. This amount changes over time as a result of changes in accrued benefits, pay levels, rates of return on investments, changes in actuarial assumptions, and changes in the demographics of the employee base.



Based on the December 31, 2020, valuation by OCERS, the Authority's total UAAL was \$275.6 million with \$241.4 million or 88% attributed to Safety members and \$34.2 million or 12% attributed to General members. As shown above, OCFA's pension plan is 87.7% funded. The OCFA reduces its UAAL over time as part of the annual required pension contribution to OCERS as shown below:

#### General Members (2.7% @ 55, 2.0% @ 55, and 2.5% @ 67 combined)

<u>Employer Rate *</u>	2020 Valuation (FY 22/23 rates)	<b>2019 Valuation</b> (FY 21/22 rates)
Normal Cost	12.90%	12.34%
<u>UAAL</u>	<u>11.49%</u>	<u>14.06%</u>
Total	24.39%	26.40%

**Safety Members** (3.0% at 50, 3% @ 55 and 2.7% @ 57 combined)

<u>Employer Rate</u> *	2020 Valuation (FY 22/23 rates)	2019 Valuation (FY 21/22 rates)
Normal Cost	24.29%	24.33%
UAAL	<u>16.36%</u>	<u>23.79%</u>
Total	40.65%	48.12%

\* Totals do not include *Employee Rates*, which vary based on age of entry and retirement formula. *Employee Rates* range from 5.26% - 12.16% for General and 9.08% - 14.19% for Safety. Rates are also after adjustment for additional UAAL contributions made from 2014 to 2021.

Two events have the greatest impact on plan funding: (1) plan changes, namely benefit formula changes and (2) differing actual experience requiring a modification in assumptions to reflect reality such as life expectancy. Other assumptions that impact the funding and UAAL include:

- 1. The assumed rate of return
- 2. The rate of increase in salaries
- 3. Member mortality
- 4. The age at which members choose to retire
- 5. How many members become disabled
- 6. How many members terminate their service earlier than anticipated

The assumed rate of return, also known as the discount rate, is a critical issue impacting OCFA's UAAL. The higher the discount rate, the lower the present value of pension assets needed to meet future pension obligations. A lower discount rate increases the current unfunded pension liabilities.

In 2013, the OCERS Board voted to lower the interest rate assumption from 7.75% to 7.25% which increased OCFA's annual retirement costs by \$7.5 million. This increase was phased in over a two-year period starting in FY 2014/15.

In October 2017, the OCERS Board voted to lower the interest rate assumption again from 7.25% to 7.0%. It also voted to update the mortality tables based on generational mortality. The updated mortality tables indicate that people are living longer which means they will collect a pension longer resulting in an increase in retirement costs. These new assumption changes increased OCFA's retirement contribution rates by 3.73% of pay or approximately \$5 million per year beginning in July 2019.

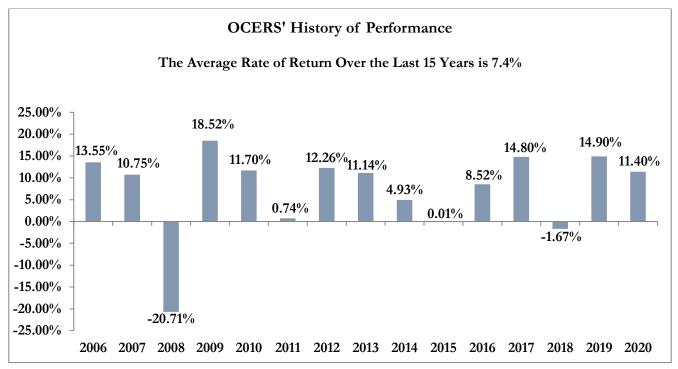
In 2018, OCERS investment return was negative 1.67% and less than its assumed rate of return of 7.0%. This resulted in an increase to OCFA's UAAL from \$400.6 million in 2017 to \$426.7 million in 2018.

In 2019, OCERS investment return was 14.4%. However, despite exceeding its 7.0% assumed rate of return and additional payments made by OCFA towards its UAAL, OCFA's UAAL did increase by \$8.0 million from \$426.7 million to \$434.7 million. Most of the UAAL increase was attributed to prior years' investment losses and higher actual versus expected retiree cost of living adjustment (COLA). In addition, actual

experience for mortality, rate of retirement, turnover, and disability came in higher than the actuary projected resulting in an actuarial loss.

In 2020, OCERS exceeded its 7% assumed rate of return and earned 11.4%. OCERS' strong market performance, along with changes to its long-term actuarial assumptions and additional payments OCFA has made towards its unfunded pension liability, significantly decreased OCFA's UAAL. The UAAL decreased by \$159.1 million from \$434.7 million in 2019 to \$275.6 million in 2020.

The following chart shows a history of OCERS' investment performance over the past fifteen years. Although there have been years in which OCERS exceeded its assumed rate of return, the years in which OCERS incurred significant losses, such as the 21% loss in 2008, have a dramatic negative impact. OCERS' average return for the 15 years reflected below is 7.4%, which is slightly above its assumed rate of return of 7.0%.



OCERS' investment return also impacts the funding level of the entire system, as demonstrated in the following chart. After the 21% loss in 2008, OCERS UAAL increased, and its funding level began to drop. The funding level started to improve in 2013 when OCERS rate of return exceeded the assumed rate of return. The funding level continued to improve in 2020.

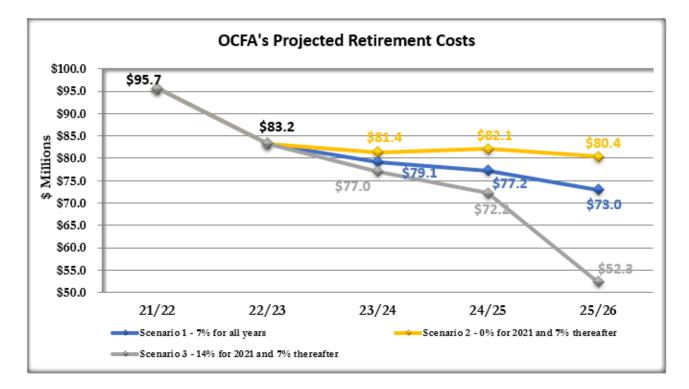
# **OCERS'** Schedule of Funding Progress

(Dollars in Thousands)

Actuarial Valuation Date December 31	Actuarial Value of Plan Assets (a)	Actuarial Accrued Liability (b)	Total UAAL (b-a=c)	Funded Ratio (a/b)
2001	\$4,586,844	\$4,843,899	\$257,055	94.69%
2002	4,695,675	5,673,754	978,079	82.76%
2003	4,790,099	6,099,433	1,309,334	78.53%
2004	5,245,821	7,403,972	2,158,151	70.85%
2005	5,786,617	8,089,627	2,303,010	71.53%

2006	6,466,085	8,765,045	2,298,960	73.77%
2007	7,288,900	9,838,686	2,549,786	74.08%
2008	7,748,380	10,860,715	3,112,335	71.34%
2009	8,154,687	11,858,578	3,703,891	68.77%
2010	8,672,592	12,425,873	3,753,281	69.79%
2011	9,064,355	13,522,978	4,458,623	67.03%
2012	9,469,208	15,144,888	5,675,680	62.52%
2013	10,417,125	15,785,042	5,367,917	65.99%
2014	11,449,911	16,413,124	4,963,213	69.76%
2015	12,228,009	17,050,357	4,822,348	71.72%
2016	13,102,978	17,933,461	4,830,483	73.06%
2017	14,197,125	19,635,427	5,438,302	72.30%
2018	14,994,420	20,703,349	5,708,929	72.43%
2019	16,036,869	21,916,730	5,879,861	73.17%
2020	17,525,117	22,904,975	5,379,858	76.51%

The chart below provides three OCERS rate of return scenarios. Scenario 1 assumes OCERS will earn its assumed rate of return of 7.0% in 2021 and future years. Scenario 2 assumes that OCERS will not earn its assumed rate of return, and instead will earn 0.0% in 2021 and 7.0% in future years. Scenario 1 contrasts with Scenario 2 and demonstrates the significant increase to retirement contribution rates when OCERS does not earn its assumed rate of return. Scenario 3 assumes a 14% return in 2021 and a 7% return in future years. Note here that the opposite impact occurs, with a significant decrease to retirement contribution rates when OCERS significantly exceeds its assumed rate of return. This data is presented to demonstrate the potential impacts that can (and do) occur from time to time when the system earns less (or more) than assumed. OCERS' year-to-date 2021 preliminary return as of November is 13.6%. It has an assumed rate of 7.0% and is on a calendar year basis.



OCFA has taken steps to increase employee contributions, reduce benefits by establishing new tiers, and accelerate the paydown of the UAAL with the long-term goal to ensure adequate pension funding. However, other factors (such as OCERS' investment performance) are beyond the OCFA's control, yet these factors have a significant impact on determining retirement rates and ensuring adequate funding.

# Accelerated Pension UAAL Payment Plan

In September 2013, the OCFA Board of Directors approved an Accelerated Pension UAAL Payment Plan. The accelerated plan has the following benefits:

- Results in OCFA's pension liability being paid off sooner
- Earlier and larger contributions into the pension system result in greater investment income earned
- Greater investment income earned results in less money paid by the employer over the long term

OCFA's accelerated payment plan originally involved three components including (1) use of year-end fund balance available, (2) contributing additional funds each year using savings achieved under PEPRA or other annual actuarial gains, and (3) contributing an additional \$1 million per year in budgeted funds, with the annual budget allocation building to \$5 million per year by year five.

The number of employees who fall under PEPRA continues to increase as shown in the table below. Over time, this will lower OCFA's retirement costs since PEPRA employees receive a less costly benefit.

	General		Safety		Total	
PEPRA	180	12.10%	422	28.36%	602	40.46%
Legacy	141	9.47%	745	50.07%	886	59.54%
Total	321	21.57%	1,167	78.43%	1,488	100%

In FY15/16, the plan was modified to include the following:

- Contributing an additional \$1 million each year starting in 2016/17 and increasing by \$2 million each year until it reaches \$15 million and continuing at \$15 million thereafter
- Contributing \$1 million per year from surplus fund balance available in the Workers' Compensation Self Insurance Fund starting in 2016/17 for five years

In FY16/17, the plan was modified again to include the following:

- Contributing \$7,633,021 in FY 2017/18 from General Fund surplus and continuing in different amounts until OCFA's funding goal is achieved
- Reduced the accelerated funding goal from 100% to 85% for OCFA's pension liability with the added policy to redirect expedited payment dollars to OCFA's retiree medical liability after achieving the 85% target for the pension liability.

To date, OCFA has made the following additional payments towards its UAAL:

FY 13/14 \$ 5.5 million

Total	\$124.3 million
<u>FY 20/21</u>	15.8 million
FY 19/20	13.7 million
FY 18/19	19.2 million
FY 17/18	19.9 million
FY 16/17	13.5 million
FY 15/16	15.4 million
FY 14/15	21.3 million

The outcomes from the accelerated payment plan implementation in FY 2013/14 through FY 2020/21 along with OCFA's anticipated future year accelerated payments were submitted to OCERS' actuary to determine:

- 1. How much OCFA saved in interest annually since 2013 by making additional payments towards its UAAL?
- 2. When would OCFA achieve 85% funding and 100% funding if it continued to make additional UAAL payments under its Snowball Plan?

The actuary reported back that OCFA has saved \$46.8 million in interest by making additional payments towards its UAAL. The noted \$46.8 million in interest savings has accumulated, as shown below, in correlation with our accelerated payments:

CY 2014	\$ 1,012,937
CY 2015	2,084,402
CY 2016	3,295,068
CY 2017	4,322,897
CY 2018	6,059,497
CY 2019	7,839,455
CY 2020	9,855,226
CY 2021	12,330,862
Total	\$46,800,344

OCFA is 87.7% funded as of December 31, 2020 and is expected to achieve 100% funding by December 31, 2025, assuming all other actuarial inputs are held constant.

All of the above strategies will reduce the OCFA's existing UAAL more rapidly, and effectively shorten the weighted-average amortization period. Shortening the amortization period will have many benefits to OCFA. Although it causes our employer contributions to rise during the expedited payment period, it results in our liability being paid off sooner. Earlier payments of contributions will result in greater investment income earned and less money paid from the employer over the long-term.

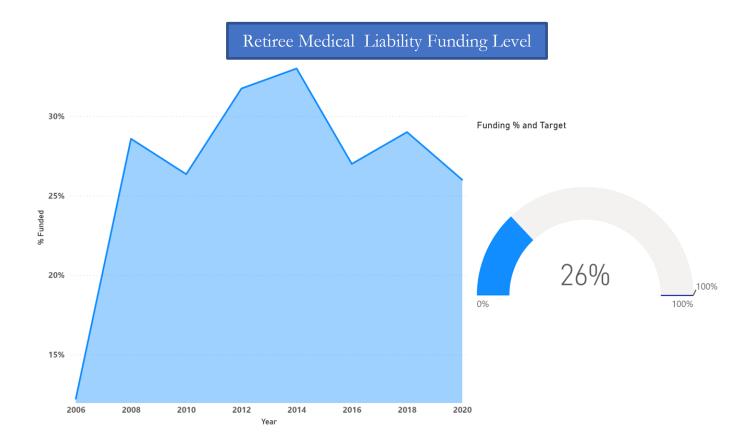
# B. DEFINED BENEFIT RETIREE MEDICAL PLAN

In addition to the OCFA's retirement plan administered by OCERS, the OCFA provides a post-employment medical retirement plan (Retiree Medical Plan) for certain employees. Employees hired prior to January 1, 2007, are in a *defined benefit plan* that provides a monthly grant toward the cost of retirees' health insurance coverage based on years of service. The Plan's assets are held in an irrevocable trust for the exclusive benefit

of Plan participants and are invested by OCERS. As such, if OCERS does not earn its assumed rate of return of 7.0%, the UAAL increases. Current active employees hired prior to January 1, 2007, are required to contribute 4% of their gross pay toward the Retiree Medical Plan.

Based on a Funding Adequacy Analysis prepared by Nyhart, a third-party actuary, as of June 30, 2020, the OCFA's Unfunded Actuarial Accrued Liability (UAAL) for the Retiree Medical defined benefit plan is \$106.5 million and it is 26% funded. The UAAL continues to increase because there are no new entrants into the Plan to contribute to the funding, each year additional employees retire and begin collecting the grant, the medical grant increases each year based on the 5% maximum, and occasionally changes are made to the underlying assumptions such as the investment return and mortality tables.

Under the Government Accounting Standards Board (GASB) Statement No. 45, OCFA was required to have an actuarial valuation performed on its Retiree Medical Plan every two years. Even though GASB 45 has now been replaced by GASB 74 and 75, OCFA will continue its practice of updating the funding analysis every two years with the next update taking place in 2022.



Note: Does not include implicit subsidy and uses OCERS assumed rate of return of 7.75% in 2012, 7.25% up to 2016, and 7.00% thereafter.

The benefit provided under the OCFA's Retiree Medical Plan is a negotiated benefit included in the various Memorandums of Understanding and the Personnel & Salary Resolution for employees hired prior to January 1, 2007.

The OCFA has previously approached funding issues and plan sustainability issues relating to this Plan collaboratively with its labor groups in order to identify options for improving the funding status. Similar to previous approaches, following receipt of the 2012 Actuarial Study for this Plan, management met with representatives of all three labor groups to review the findings. In 2013, we gathered ideas from labor for options that may be considered in the future to improve the funding status of the Plan and had the actuary perform a special actuarial study to evaluate the various options and associated impacts on plan funding. The results of the special study were shared with each of the labor groups.

On November 17, 2016, the OCFA Board directed staff to continue the Accelerated Pension Payment Plan as indicated in the Updated Snowball Strategy, with a modification to alter the funding target from 100% to 85% and redirect expedited payment dollars to Retiree Medical after achieving the 85% target.

- As of December 31, 2020, OCFA's pension liability became 87.7% funded; therefore, snowball payments effective in the FY 2021/22 Adopted Budget (and in years moving forward) are now being directed to the Retiree Medical Liability.
- Projected snowball payments for FY 2021/22 and moving forward (see Attachment 2), when applied to the current \$106.5 million UAAL for Retiree Medical, demonstrate that this liability may achieve 100% funding by approximately 2025 or 2026.

In addition to the snowball strategy funding for Retiree Medical, in April 2017, the OCFA Board approved a renewed Health Plan Agreement with the Orange County Professional Firefighters Association from January 1, 2017 to December 31, 2021. One of the related provisions is as follows:

# ... to continue return of "excess fund balance" to OCFA with returned funds to be allocated to OCFA's Retiree Medical Trust Fund.

**2016 Firefighter Medical Trust Review:** An excess fund balance in the amount of \$2,275,829 was credited to OCFA and used as a payment to the Retiree Medical Trust per the Firefighter Medical Agreement. The payment was approved by the Board as part of the FY 2017/18 Mid-Year Budget Adjustments.

**2020 Firefighter Medical Trust Review:** An excess fund balance in the amount of \$1,954,775 will be credited to OCFA and used as a payment to the Retiree Medical Trust per the Firefighter Medical Agreement. The payment will be submitted to the Board as part of the FY 2021/22 Mid-Year Budget Adjustments.

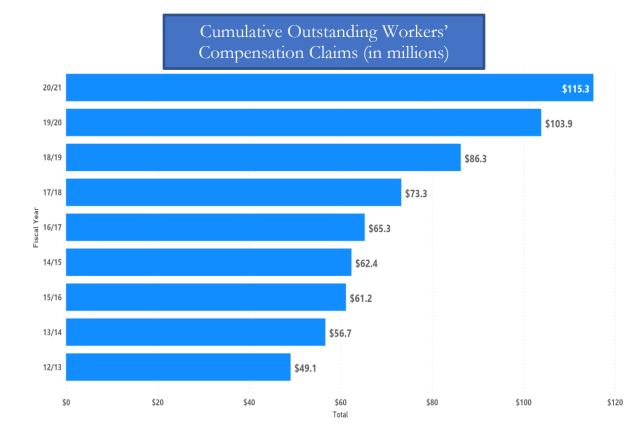
Management and labor will continue to meet on this topic as needed.

# B. DEFINED CONTRIBUTION RETIREE MEDICAL PLAN

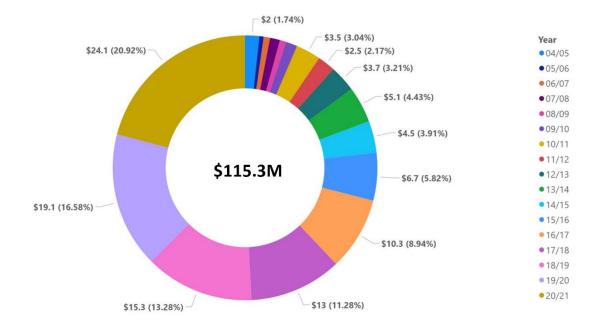
For employees hired on or after January 1, 2007, the OCFA created a *defined contribution plan* that is administered by Further. The Plan provides for the reimbursement of medical, dental, and other healthcare expenses of retirees. Employees are required to contribute 4% of their gross pay. Account assets are invested as directed by the participant and all contributions, investment income, realized gains and losses are credited to the individual's account. Under this plan structure, there is no UAAL.

# C. WORKERS' COMPENSATION CLAIMS

In March 2002, OCFA implemented a workers' compensation self-insurance program. A separate fund called Fund 190: Self Insurance was established in May 2003 to track funding and expenditures for workers' compensation claims liability. The funding sources include revenue from the General Fund and interest earnings. The Fiscal Year 2021-22 Budget includes \$113.0 million set-aside in reserves to pay this liability as the various medical claims and bills become due. The December 2021 Actuarial report is currently in process and expected to be completed in early January. Staff will be recommending for Board approval any necessary budget adjustments at mid-year to fully fund the Workers Compensation Fund.



Cumulative Outstanding Workers' Compensation Claims by Year (in millions)



The outstanding liability reflected in the above charts reflect the fact that although the entire future cost of claims is recorded in the year of injury, the actual payment of that claim does not occur immediately. The cash flow payments for many workers' compensation cases occur slowly over time; therefore, it is a natural occurrence that the unpaid liability for a self-insured system will grow as the unpaid liabilities build upon each other over the years. Continued increases can also be driven by other forces, such as increased medical costs, increased claim activity, legislative changes, and case law.

The workers' compensation liability reflects the present value of estimated outstanding losses at the 50% confidence level. A confidence level is the statistical certainty that an actuary believes funding will be sufficient. For example, a 50% confidence level means that the actuary believes funding will be sufficient (i.e., greater-than or equal to actual costs incurred) in five out of ten years. OCFA's Board-adopted workers' compensation funding policy sets the funding at the 50% confidence level.

The main factors which are increasing the workers' compensation liability include increased medical costs, an increase in the frequency and severity of claims, COVID-19 cases, a growing number of mental health cases, and an aging workforce which contributes to a longer recovery time and higher permanent disability benefits. Additional factors include workers' compensation reform that increased the statute of limitation for cancer from five to ten years, injury presumption for safety personnel, and increases to the workforce including April 2012 with the addition of the City of Santa Ana and August 2019 with the addition of the City of Garden Grove. Both cities reimburse OCFA for injuries that initially occurred on or before they joined OCFA.

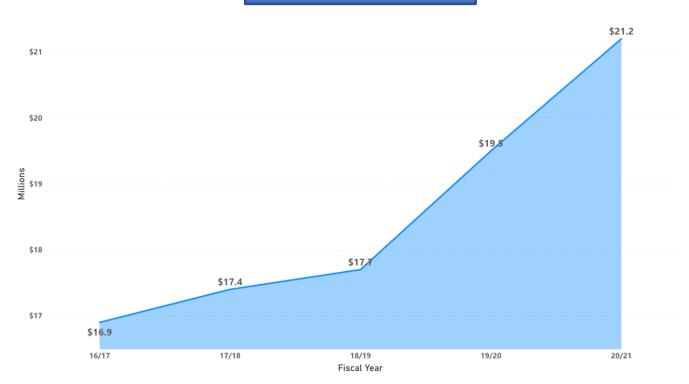
### D. ACCRUED COMPENSATED ABSENCES

Compensated absences are commonly described as paid time off made available to employees in connection with sick and vacation time. If employees do not use all of such compensated absences, a liability is accrued for the unused portion. The OCFA's policy allows employees to accumulate earned but unused sick and vacation pay benefits.

OCFA's labor agreements allow employees to cash out sick and vacation time throughout their career with the exception of the Local 3631 Firefighter unit, which can only cash out vacation time. However, the majority of sick and vacation payouts occur at the time an employee retires.

The OCFA has budgeted \$6.8 million for sick and vacation payouts in FY 2021/22 based on historical trends and expected retirements. OCFA's total liability for compensated absences as of June 30, 2021, is \$21.2 million. This liability has continued to grow in the last two years as employees have taken less sick and vacation time during the pandemic, and as MOU salary increases cause the value of accrued leave to increase.





### E. CAPITAL LEASES

During FY 2020/21, OCFA implemented Government Accounting Standards Board (GASB) Statement No. 87 which requires all leases to be reported as capital leases and eliminates the classification of an operating lease unless the lease is a short-term lease, defined as 12 months or less. Contracts for these leases must appear on the balance sheet as a liability. OCFA's long-term lease liabilities total \$5.1 million and are listed in the table below.

	\$ Amount
Land Lease	\$ 4,679,622
Helicopter Training Tower	238,888
Copier	174,672
Utility Trucks	55,204
Total	\$ 5,148,386

Prior to the capital leases listed above, in December 2008, the OCFA entered into a ten-year Lease Purchase Agreement to purchase two helicopters and related equipment for a purchase price of \$21.5 million. The final payment was made in December 2018.

#### III. SUMMARY

OCFA's total long term, unfunded liabilities as of June 30, 2021,\* are as follows:

	\$ Amount in Millions	% of Total
Defined Benefit Pension Plan *	\$ 275.6	67.5%
Defined Benefit Retiree Medical Plan	106.5	26.1
Accrued Compensated Absences	21.2	5.2
Capital Leases	5.1	1.2
Total	\$408.4	100.0%

\*Note: the valuation date for the pension plan is December 31, 2020, instead of June 30, 2020, consistent with OCERS' calendar year basis for financial reporting. Workers' Compensation will be fully funded at mid-year and therefore not reflected as an unfunded liability.

## IV. ACTIONS TAKEN

OCFA has taken several additional steps to manage its long-term obligations:

- 1. As of December 31, 2020, OCFA's pension liability is 87.7% funded. Based on Board policy to achieve 85% funding, future snowball payments will now be directed to the Retiree Medical Liability
- 2. As part of the 2019 Irvine Settlement Agreement, OCFA agreed to establish a 115 Trust and to make annual deposits of \$2 million, dedicated solely for future application to OCFA's pension liability. After the initial \$2 million payment in July 2019, if OCFA's pension is less than 85% funded, the annual deposit is reduced to \$1.5 million and \$500,000 is directed towards the UAAL paydown.
- 3. In 2017, OCFA negotiated a five year Health Plan Agreement with the firefighter labor group which contained a provision to return excess fund balance and allocate those funds to the Retiree Medical Trust Fund.
- 4. In FY 2015/16 and again in FY 2016/17, OCFA modified its Accelerated Pension Paydown Plan to include additional sources of funding.
- 5. During 2015 and 2016, OCFA completed negotiations with all four labor groups resulting in increased employee contributions towards retirement.
- 6. On June 26, 2014, the Board approved an Alternative Dispute Resolution process for disputed workers' compensation cases, also known as a Carve-Out program. The State has approved the program and it was implemented on October 1, 2014.
- 7. On September 26, 2013, the Board approved a strategy to accelerate the pay down of OCFA's pension liability. Under this Plan, the actuary, the Segal Company, estimates this liability will be paid by December 2025. To date, OCFA has made an additional \$124.3 million in payments to OCERS to lower its UAAL.
- 8. Completed a special actuarial study relating to the OCFA's Retiree Medical Defined Benefit Plan to evaluate options for potential plan amendments which could improve plan funding, subject to future negotiation with OCFA's labor groups. The results of the study were shared with the labor groups.
- 9. Evaluated the financial feasibility of paying off the outstanding lease financing obligations associated with the OCFA's helicopters, as part of the 2014/15 budget development process.
- 10. Directed staff to evaluate options for mitigating the budget and liability impacts of payouts for accumulated sick and vacation balances, subject to future negotiation with OCFA's labor groups.
- 11. Used a trigger formula during down economic cycles to connect pay raises for all OCFA employees to OCFA's financial health.
- 12. Implemented lower retirement formulas for all labor groups.
- 13. Refinanced the helicopter lease to lower the interest rate. Last payment made in December 2018.
- 14. Implemented annual prepayment of retirement contributions to achieve a discount.
- 15. Provided a study to the Board of Directors regarding the feasibility of Pension Obligation Bonds.
- 16. Provided a study to the Board of Directors regarding the feasibility of changing automatic Cost of Living Allowance (COLA) increases for pensions; transmitted a copy of the report to the County Board of Supervisors and OCERS Board of Retirement, for their consideration of potential cost-containment actions relating to Pension COLAs under the authority granted by the '37 Act.

#### V. RECOMMENDATIONS

Recommended actions pending approval of this staff report include:

- 1. Receive and file the report.
- 2. Direct staff to adjust the FY 2021/22 General Fund budget to increase expenditures and operating transfers out by a combined value of \$4,590,935, the amount identified as the unencumbered fund balance in the FY 2020/21 financial audit, and to allocate 50% or \$2,295,467.50 of the funding to

the General Fund to replenish the contingency reserve to 10% of expenditures as required by the OCFA's Financial Stability Policy, and \$2,295,467.50 to the Structural Fire Fund Entitlement Fund as required under the 2010 First Amendment to the Amended Joint Powers Agreement. The specific technical budget adjustment to carry-out this action will be included in the March mid-year budget adjustment agenda item for final approval by the Board.

### VI. CONCLUSION

In order to strategically fund long-term liabilities, OCFA must continue to strategically balance present-day needs with future commitments. The goal is for OCFA's budget over the long-term to fund all of its long-term liabilities

## Exhibit A

### **OCFA Member Retirement Contributions**

#### Safety Members' Retirement

#### Firefighter Safety members:

Effective September 2016, 2017, 2018, and 2019, employees paid an additional 3.50%, 3.49%, 2.00%, and 0.54% in employee retirement contributions, respectively, increasing their employee contributions depending on age of entry. Thereafter, these employees will pay any subsequent increases in the employee retirement contributions. Employee rates from the most recent actuarial valuation are footnoted on Page 3. Employees hired on or after January 1, 2013, when PEPRA was enacted will continue to be subject to PEPRA requirements of 50% of normal cost for employee retirement contributions, which vary based on age of entry.

#### **Chief Officer Safety members:**

Effective July 2016, 2017, 2018, and 2019, employees paid an additional 3.50%, 3.49%, 3.30%, and 0.93% in employee retirement contributions, respectively, increasing the employee contributions depending upon their age of entry. Thereafter, these employees will pay any subsequent increases in the employee retirement contributions. Employee rates from the most recent actuarial valuation are footnoted on Page 3. Employees hired on or after January 1, 2013, when PEPRA was enacted will continue to be subject to PEPRA requirements of 50% of normal cost for employee retirement contributions, which vary based on age of entry.

#### General Members' Retirement

#### **OCEA** members:

Effective March 2015, 2016 and 2017, employees hired prior to January 1, 2013, paid an additional 2%, 2.5% and 3% in employee retirement contributions, respectively, increasing the employee contributions depending upon their age of entry. Thereafter, these employees will pay any subsequent increases in the cost for employee retirement contributions. Employee rates from the most recent actuarial valuation are footnoted on Page 3. Employees hired after PEPRA was enacted will continue to be subject to PEPRA requirements of 50% of normal cost for employee retirement contributions, which vary based on age of entry.

#### Administrative Management members:

Effective July 2015, January 2016, and January 2017, employees hired prior to January 1, 2013, paid an additional 4%, 2%, and 2.25% in employee retirement contributions, respectively, increasing the employee retirement contributions depending upon their age of entry. Thereafter, these employees will pay any subsequent increases in the cost for employee retirement contributions. Employee rates from the most recent actuarial valuation are footnoted on Page 3. Employees hired after PEPRA was enacted will continue to be subject to PEPRA requirements of 50% of normal cost for employee retirement contributions, which vary based on age of entry.

#### **Executive Management:**

Some members of Executive Management fall under Safety and others fall under General member categories. Regardless, all Executive Management employees who are not subject to the provisions of PEPRA were paying 9% in employee retirement contributions prior to March 2015. Effective March 2015, they began phased-in increases to their contribution rate with a 2% increase in employee contributions in year one, a 2.5% increase in year two and payment of full member contributions in year three, which vary based on age of entry.

#### Orange County Fire Authority Expedited Payment of UAAL Snowball Effect of Multiple Strategies Updated October 7, 2021

		Estimated Annual UAAL Payments from Various Strategies / Sources								
Years From Start of Plan	Remaining Years to Completion	Fiscal Year	Unencumbered Fund Balance Available	Annual Savings from PEPRA Reductions to Retirement Contribution Rates	Budget Increase of \$1M, grows by \$2M/year to \$15M	Budget Increase of \$1M/year Funded by Excess W/C Reserves	50% of General Fund Surplus	Irvine Settlement Agreement	Annual Snowball Amount	Cumulative Expedited UAAL Payment
			Part A	Part B	Part C	Part D	Part E	Part F		
1		13/14	3,000,000	2,500,000	-	-			5,500,000	5,500,000
2		14/15	21,290,238	-	-	-			21,290,238	26,790,238
3		15/16	12,609,380	2,802,122	-	-			15,411,502	42,201,740
4		16/17	9,814,477	1,653,114	1,000,000	1,000,000			13,467,591	55,669,331
5		17/18	13,174,516	1,886,420	3,000,000	1,000,000	870,041		19,930,977	75,600,308
6		18/19	10,000,000	3,167,397	5,000,000	1,000,000			19,167,397	94,767,705
7		19/20	4,030,172	1,648,658	7,000,000	1,000,000			13,678,830	108,446,535
8		20/21	3,000,000	2,368,859	9,000,000	1,000,000		500,000	15,868,859	124,315,394
9	1	21/22	3,000,000	3,279,280	11,000,000				17,279,280	141,594,674
10	2	22/23	3,000,000	4,787,217	13,000,000				20,787,217	162,381,891
11	3	23/24	3,000,000	5,772,547	15,000,000				23,772,547	186,154,438
12	4	24/25	3,000,000	6,814,115	15,000,000				24,814,115	210,968,553
13	5	25/26	3,000,000	14,242,631	15,000,000				32,242,631	243,211,184
14	6	26/27	3,000,000	19,647,456	15,000,000				37,647,456	280,858,640
15	7	27/28	3,000,000	20,807,106	15,000,000				38,807,106	319,665,746
16	8	28/29	3,000,000	26,075,871	15,000,000				44,075,871	363,741,617
17	9	29/30	3,000,000	26,858,147	15,000,000				44,858,147	408,599,764
			103,918,783	144,310,940	154,000,000	5,000,000	870,041	500,000	408,599,764	

Attachment 2

#### Orange County Fire Authority Hypothetical Distribution of Liabilities by Member Agency As of June 30, 2021

				Proporti	onal Share	
Member Agency	# of EEs	2020 Incidents	% of Total EEs	Pension UAAL	Retiree Medical	Total
<b>County Unincorporated (SFF)</b> Station 8, 15, 18, 25, 33, 40, 58, 56	89		10.99%	30,287,579	11,703,204	41,990,783
<b>Aliso Viejo (SFF)</b> Station 57	16		1.98%	5,444,958	2,103,947 -	7,548,905
Buena Park (CCC) Stations 61, 62, 63	51		6.30%	17,355,804	- 6,706,330 -	24,062,134
Cypress (SFF) Station 17	25		3.09%	8,507,747	- 3,287,417 -	11,795,164
<b>Dana Point (SFF)</b> Stations 29, 30	30		3.70%	10,209,296	- 3,944,900 -	14,154,196
<b>Irvine (SFF)</b> Stations 4, 6, 20, 26, 27, 28, 36, 38, 47, 51, 55	173		21.36%	58,873,609	22,748,924 -	81,622,533
Laguna Hills (SFF)* Station 22 (serving both LGH & LGW)	41	3,122	1.95%	5,385,133	- 2,080,830 -	7,465,964
Laguna Woods (SFF)* Station 22 (serving both LGH & LGW)		4,967	3.11%	8,567,571	- 3,310,533 -	11,878,105
Laguna Niguel (SFF) Stations 5, 39, 49	33		4.07%	11,230,226	- 4,339,390 -	15,569,616
Lake Forest (SFF) Stations 19, 42, 54	29		3.58%	9,868,986	- 3,813,404 -	13,682,390
La Palma (SFF) Station 13	8		0.99%	2,722,479	- 1,051,973 -	3,774,452
Los Alamitos (SFF) Station 2	10		1.23%	3,403,099	- 1,314,967 -	4,718,065
<b>Mission Viejo (SFF)</b> Stations 9, 24, 31	58		7.16%	19,737,973	- 7,626,807 -	27,364,780
<b>Rancho Santa Margarita (SFF)</b> Station 45	27		3.33%	9,188,367	- 3,550,410 -	12,738,777
San Clemente (CCC) Stations 50, 59, 60	33		4.07%	11,230,226	- 4,339,390 -	15,569,616
San Juan Capistrano (SFF)	16		1.98%	5,444,958	- 2,103,947	7,548,90

#### Orange County Fire Authority Hypothetical Distribution of Liabilities by Member Agency As of June 30, 2021

				Proporti	onal Share	
Member Agency	# of EEs	2020 Incidents	% of Total EEs	Pension UAAL	Retiree Medical	Total
Station 7					-	
Seal Beach (CCC) Stations 44, 48	21		2.59%	7,146,507	2,761,430 -	9,907,938
Stanton (CCC) Station 46	17		2.10%	5,785,268	2,235,443 -	8,020,711
Tustin (CCC) Stations 21, 37, 43	39		4.81%	13,272,085	- 5,128,370 -	18,400,455
Villa Park (SFF) Station 23	14		1.73%	4,764,338	- 1,840,953 -	6,605,292
Westminster (CCC) Stations 64, 65, 66	36		4.44%	12,251,156	4,733,880 -	16,985,036
<b>Yorba Linda (SFF)</b> Stations 10, 32, 53	44		5.43%	14,973,635	- 5,785,854	20,759,488
Totals	810		100.00%	275,651,000	106,512,305	382,163,305

Note: Santa Ana and Garden Grove are excluded since the UAAL being paid down originated prior to their joining OCFA.

\* Laguna Hills and Laguna Woods use a different methodolgy in calculating proportional share.

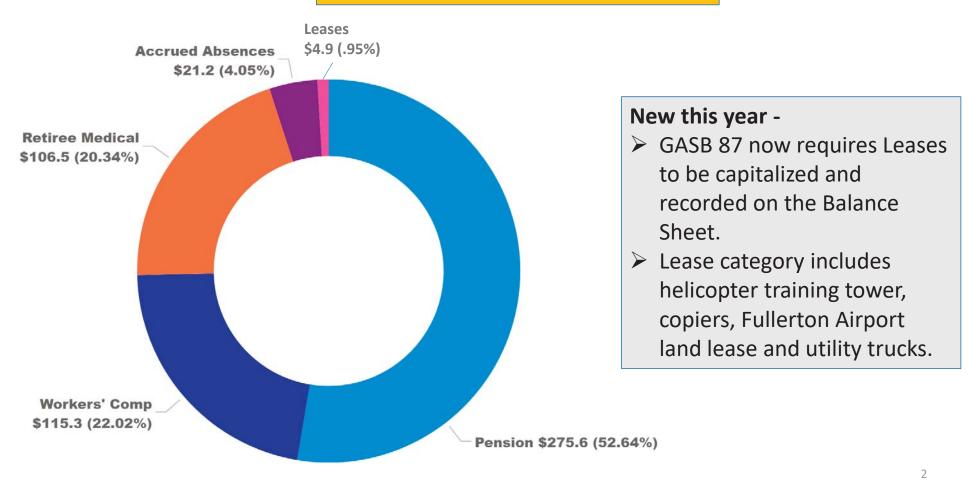
## Allocation of 115 Trust - Fund 139

#### Attachment 4

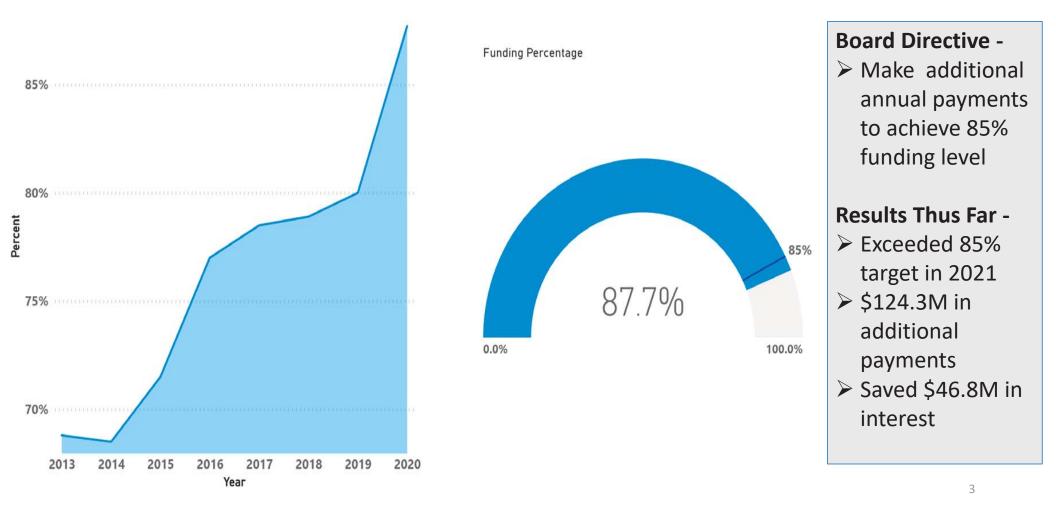
Agency	FY 2019/20	FY 2020/21	FY 2021/22	Total
Aliso Viejo	\$ 33,313	\$ 25,075	\$ 25,707	\$ 84,095
Cypress	-	-	-	-
Dana Point	222,223	183,564	183,452	589,239
Irvine	1,143,817	938,075	1,098,374	3,180,266
La Palma	-	-	-	-
Laguna Hills	-	-	42,232	42,232
Laguna Niguel	93,236	81,334	89,472	264,042
Laguna Woods	-	-	-	-
Lake Forest	62,767	54,812	-	117,579
Los Alamitos	-	-	-	-
Mission Viejo	-	-	-	-
Rancho Santa Margarita	27,625	22,504	2,003	52,132
San Juan Capistrano	-	-	-	-
Villa Park	13,406	9,805	12,019	35,230
Yorba Linda	-	-	-	-
Unincorporated	434,898	292,224	216,002	943,124
Total	\$ 2,031,285	\$ 1,607,393	\$ 1,669,261	\$ 5,307,939



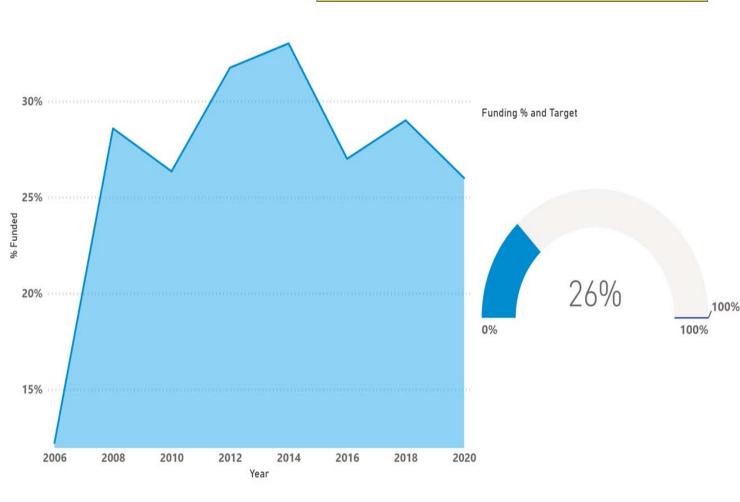
## OCFA'S Long Term Liabilities (Total \$523.5 M)



## **Pension Liability Funding Level**



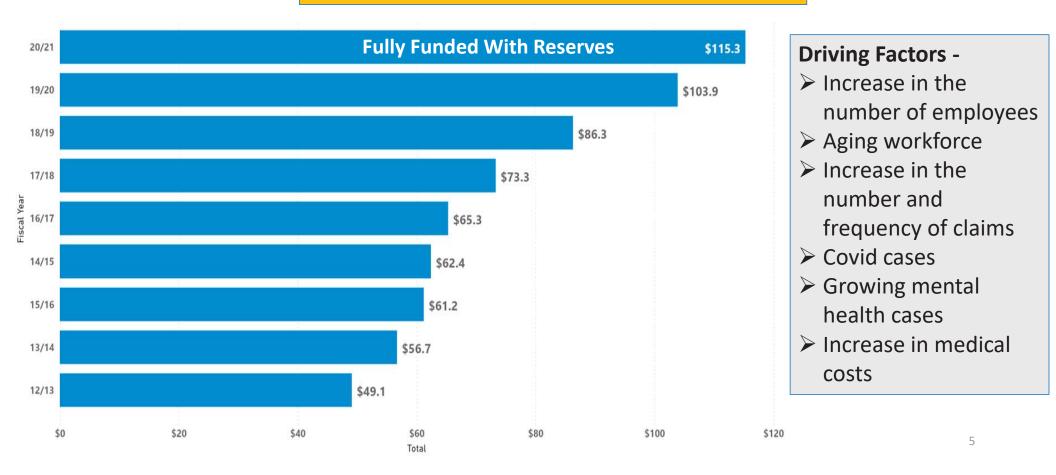
Retiree Medical Liability Funding Level



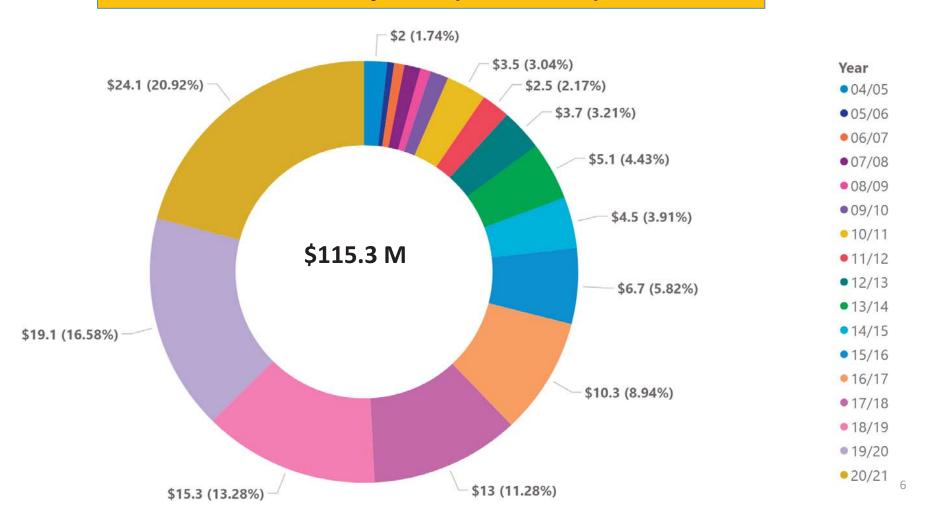
## **Board Directive -**

Once pension liability reaches 85% funded level, additional annual payments will go to the retiree medical liability

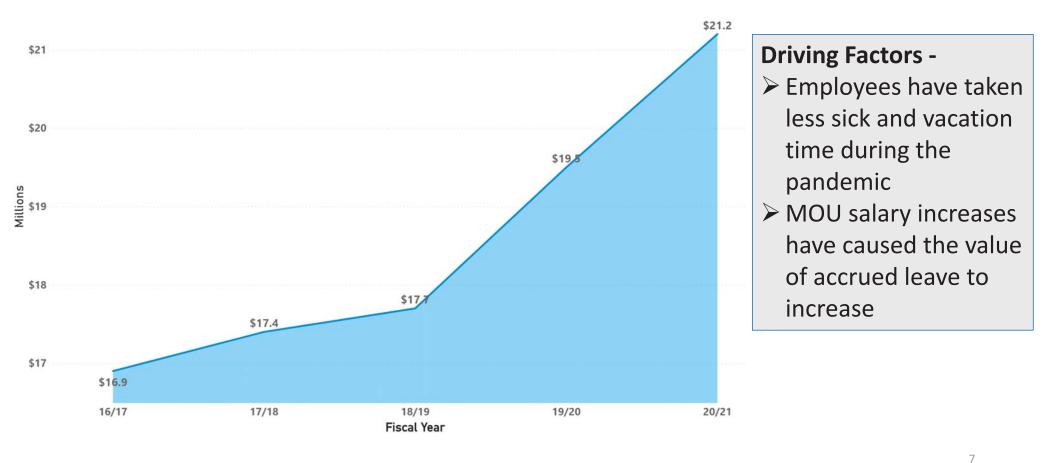
## Cumulative Outstanding Workers' Compensation Claims (in millions)



## Cumulative Outstanding Workers' Compensation Claims by Year (in millions)



# Compensated Absences (in millions)



# Total Unfunded Liabilities (in millions)

	\$ Amount in Millions	% of Total
Defined Benefit Pension Plan *	\$ 275.6	67.5%
Defined Benefit Retiree Medical Plan	106.5	26.1
Accrued Compensated Absences	21.2	5.2
Capital Leases	5.1	1.2
Total	\$408.4	100.0%

Total liabilities

 have decreased
 by \$153M since
 last year

 Workers'

 Compensation
 will require a
 Mid-Year Budget
 Adjustment to
 bring it to 100%
 funding level

## **Recommended Actions**

➢ Receive and file the report.

Adjust the FY 2021/22 General Fund Budget to increase expenditures and operating transfers out by a combined value of \$4,590,935, the amount identified as the unencumbered fund balance in the FY 2020/21 financial audit, and to allocate 50% or \$2,295,467.50 of the funding to the General Fund to replenish the contingency reserve to 10% of expenditures as required by the OCFA's Financial Stability Policy, and \$2,295,467.50 to the Structural Fire Fund Entitlement Fund as required under the 2010 First Amendment to the Amended JPA.

The specific technical budget adjustment to carry-out this action will be included in the March mid-year budget adjustment agenda item for final approval by the Board

9



## Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors Meeting January 27, 2022

Agenda Item No. 2F Consent Calendar

## Extension of Health Plan Agreement Orange County Professional Firefighters Association

<b>Contact(s) for Further Information</b> Lori Zeller, Deputy Chief Administration & Support Bureau	lorizeller@ocfa.org	714.573.6020
Stephanie Holloman, Assistant Chief Human Resources Department	stephanieholloman@ocfa.org	714.573.6353

#### **Summary**

This item is submitted for approval of a Side Letter Agreement to extend the Health Plan Agreement (Agreement) with the Orange County Professional Firefighters Association (OCPFA).

#### **Prior Board/Committee Action**

Not applicable.

#### **RECOMMENDED** ACTION(S)

Approve the Side Letter Agreement to extend the Health Plan Agreement between the Orange County Fire Authority and the Orange County Professional Firefighters Association for a term of January 1, 2022 to December 31, 2022.

#### **Impact to Cities/County**

Not Applicable.

#### **Fiscal Impact**

The proposed Agreement holds health care costs flat for calendar year 2022.

#### Background

The OCPFA has managed comprehensive health benefits (medical, dental, vision, life, and disability) for its members since 1998 through an Agreement between OCFA and the OCPFA. The Agreement provides for monthly premium payments made by OCFA into an OCPFA-managed Health Care Trust (Trust) for active employees. OCPFA retains a third-party administrator to deliver the benefits, and the OCFA uses an independent auditor to verify annual compliance with the Agreement. Terms of the Agreement dictate the maximum fund balance that can be retained in the Trust, and any excess fund balance is returned to OCFA following the annual audit.

The Agreement was set to expire on December 31, 2021. Formal negotiations for renewal began in August 2021, with OCFA's professional labor negotiator, Peter Brown/Liebert Cassidy Whitmore, serving as lead negotiator. The parties have mutually agreed to extend the Health Plan Agreement until December 31, 2022 while the parties continue to negotiate a successor Agreement.

#### Attachment(s)

- 1. Side Letter Agreement between the OCFA and the OCPFA
- 2. Proposed redlined version of Health Plan Agreement between the Orange County Fire Authority and the Orange County Professional Firefighters Association (The attachment has been posted on OCFA's website in compliance with the Board's seven day posting requirement for labor documents and is also on file in the Office of the Clerk.)

#### SIDE LETTER OF AGREEMENT BETWEEN **ORANGE COUNTY FIRE AUTHORITY** AND **ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION** FOR THE FIREFIGHTER UNIT

This Side Letter of Agreement between the Orange County Fire Authority and the Orange County Professional Firefighters Association, Local 3631 ("Association"), (collectively, "Parties") is entered into with respect to the following:

WHEREAS, the Parties are parties to a Health Plan Agreement with a term of January 1, 2017 to December 31, 2021; and

WHEREAS, the Parties have met and conferred and agree to extend the Health Plan Agreement so that it will expire on December 31, 2022; and

**WHEREAS**, the following sets forth the Parties agreement:

1. The Health Plan Agreement attached hereto with the included track changes is extended to December 31, 2022.

#### FOR THE ORANGE COUNTY FIRE AUTHORITY

Stephanie Holloman Assistant Chief/Human Resources Director

Kenny Dossey Deputy Chief, Emergency Operations Bureau

Date

Date

Lori Zeller Deputy Chief, Administration & Support Bureau

**ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION** 

Todd Baldridge President Steve Kriha

Vice President

Date

Date

12/9/21

#### HEALTH PLAN AGREEMENT by and between The Orange County Fire Authority and The Orange County Professional Firefighters Association, Local 3631

IN CONSIDERATION OF the mutual covenants, promises and conditions set forth herein below and pursuant to Article XIII, Section I, of the Parties' 2016-2020 Memorandum of Understanding (MOU), the Orange County Fire Authority ("Authority") and Orange County Professional Firefighters Association, Local 3631 ("OCPFA") agree as follows:

1. The term of this Agreement shall begin on January 1, 2017 and will terminate at 12:00 a.m. on December 31, 202<u>2</u>4.

2. Employees' required contributions towards health plan premiums shall be determined by OCPFA, but shall not fall below the percentage of employee contributions in effect in 2008 for Kaiser coverage and Blue Cross coverage unless, to the extent that the Affordable Care Act (ACA) is still the law, such employee contribution must fall below such threshold in order to meet the ACA's affordability threshold under the Federal Poverty Line Safe Harbor. This means that the employee's required contribution toward premiums for the lowest cost plan that offers minimum essential coverage shall not exceed 9.69% (or the applicable percentage set by the ACA for the year) of the monthly Federal Poverty Line for a single individual that is in effect during the six months prior to the start of the plan year. (For example, in December of 2016 the monthly Federal Poverty Line for a single individual is \$990; 9.69% of \$990 is \$95.93. This means that an employee's required contribution toward the lowest cost plan for 2017 must not exceed \$95.93.). For employees who are on approved Family Leave pursuant to the Parties' MOU and applicable law, the OCPFA shall continue to pay health insurance premiums to the same extent the Authority would be required under applicable law or as long as the employee is considered full-time for IRS' ACA reporting by the Authority.

3. The Authority shall contribute to an OCPFA medical benefit trust fund the following amounts for provision and administration of health and related benefits:

The Authority shall contribute toward health benefits (including medical, dental, vision, life and disability insurance benefits) \$1,900 per month effective January 1, 2017 for each actively employed enrollee member of the Firefighter Bargaining Unit.

- a. Employees are not entitled to cash out any of the \$1,900 per month.
- b. OCPFA shall ensure that for purposes of the ACA's affordability determination, the portion of the \$1,900 that makes the lowest cost plan affordable under the Federal Poverty Line Safe Harbor is applied only to health premiums and cannot be applied to life or disability insurance.
- c. Effective January 1, 2019, 2020 and 2021 the Authority contribution to the OCPFA health benefit trust fund shall be increased for each actively employed enrollee member of the Firefighter Bargaining Unit by five percent (5%) per year. <u>There shall be no increase for 2022.</u>

4. OCPFA shall maintain a medical benefit trust fund for the sole purpose of providing health/dental/disability benefit plans, which may include medical prescriptions, vision care, life and/or disability insurance, ("Health Benefit Plans"), for employees and retirees in the Firefighters'

Unit. Said medical benefit trust fund shall be administered by medical benefit trustee(s) designated by OCPFA. Funds in said medical benefit trust shall not be co-mingled with other OCPFA funds. It is intended that the administration of the Health Benefit Plans by the trust fund shall not survive the expiration of this Agreement without mutual written consent of the Parties.

5. Beginning with the calendar year ending December 31, 2016 and every year thereafter, OCFA shall reduce future monthly contributions towards health benefits for any excess fund balance being held in the Trust (excluding the 1% Supplemental Benefit Investment Account) as of December 31. "Excess fund balance" shall be defined as any amount that exceeds five-times (for calendar years 2017-2020) and four times (for calendar years 2021 and 2022 and at the end of this Agreement) the total insurance premiums minus the employee's share of the premium contribution paid for the month of December (per the OCPFA Premium Accounting for December 1) for the year just ended. The amount of the "excess fund balance" shall be determined following completion of the annual audit conducted by OCFA's auditors of the OCPFA Medical Benefit Trust. Once the "excess fund balance" is determined for the prior calendar year, the OCFA shall reduce its monthly contribution for the next six months by one-sixth of the "excess fund balance". The application of these reductions for "excess fund balance" will begin to occur 30 days after completion of the final audit report (e.g., if the determination of the "excess fund balance" occurs in February, then starting in March). In addition, OCFA agrees to contribute an amount equal to the "excess fund balance" from the prior calendar year to the OCFA's Retiree Medical Trust Fund on deposit with, and administered by, OCERS.

6. Health Benefit Plans provided through the medical benefit trust fund shall be made available by OCPFA to all employees in the representation unit and retirees of the representation unit on an equal basis regardless of membership status. Employees must sign a written authorization for deductions. Annual predetermined rate increases shall be automatically adjusted with the approval of OCPFA, without a requirement for new payroll deduction forms.

a. In addition to all OCPFA employees and retirees, Health Benefit Plans provided through the medical benefit trust shall also be made available to former Fire Department employees who transitioned to the OCFA and retired from California Public Employees' Retirement System (CALPERS) greater than 120 days from separation from their former Fire Department. These transitioned employees are not eligible for retiree health care benefits from a CALPERS administered plan; therefore, upon separation from OCFA, these retirees will be considered eligible for enrollment for retiree health benefits (health, dental, and vision insurance) from a plan administered by the OCPFA medical benefit trust. The OCFA shall not incur any costs as a result of this Section 6.a. and this Section shall only apply to employees within the OCPFA bargaining group.

7. The level of benefits for each type of plan shall be substantially similar to those provided by the Authority for employees not in the Firefighters' Bargaining Unit during the 12 month period immediately preceding this Agreement.

8. Health Benefit Plans must receive prior approval from the Human Resources Director or designee whose approval shall not be unreasonably withheld. Group policies must be designated as such in the California Insurance Code and issuance must be lawful in this state. OCPFA shall offer health plans that constitute minimum essential coverage and provide minimum value under the ACA's employer shared responsibility provisions. OCPFA shall not offer reimbursement of premiums for health coverage obtained through Covered California, as this constitutes an impermissible employer payment plan under the ACA.

9. Retiree-Only Benefit: Retirees who move out of the group plan area and, therefore, may not be eligible to participate in the group plans, may enroll in an alternative minimum essential coverage plan. Retirees in such individual plans are eligible for retiree medical grant funding under the same conditions as applied to group plan members (the OCPFA/OCFA sponsored plan), provided that they submit a valid proof of payment, i.e. payroll stub showing payroll deduction for insurance or a copy of an insurance invoice accompanied by the paid check used for payment.

10. All costs of providing and administering the Health Benefit Plans shall be the sole responsibility of OCPFA. The Authority shall not be responsible for any cost of providing or administering said plans in excess of the amounts specified in this Agreement. The use of OCFA contributions to cover the administrative costs of the program shall not exceed \$50,000 during calendar year 2009. Each calendar year thereafter, the maximum amount of administrative costs funded using OCFA contributions will be adjusted by the annual percentage change in the Medical Care Services CPI for all urban consumers as of November for the preceding year (i.e., the 2017 administrative fee will be adjusted by the annual change in CPI between November 2015 and November 2016). Administrative costs are defined as costs incurred as a result of administering said plans exclusive of premium payments. The Authority shall continue to take deductions from employees' pre-taxed earnings in accordance with the Group Benefit Plan Agreement and Declaration of Trust for the Orange County Professional Firefighters' Association, IAFF Local 3631.

11. OCPFA will be responsible for ensuring that best investment practices shall be used in accordance with applicable laws and regulations when investing the Trust's funds.

12. OCPFA will be responsible for all accounting practices relating to the disbursement of all trust funds. Accounting practices will be in accordance with industry standards.

13. Upon completion of the annual audit, OCPFA shall provide the Authority with a copy of the annual audit within 30 days of the report's issuance. The annual audit report shall include actual cost of Health Benefit Plan premiums, total amount of contributed funds spent on all plans, and details of how all remaining contributed funds are spent or administered. As used in this Agreement, "remaining contributed funds" means any part of the Authority's contribution that has not been spent on health benefit premiums. All books and records related to the administration and provision of such plans shall be available to audit and/or inspection by the Authority or its agents upon request and a 30-day notice.

14. All regular, full-time, limited-term or part-time (at least twenty (20) hours per week) or probationary employees in classifications represented by OCPFA shall be eligible and offered an opportunity to enroll in the OCPFA plan options. No such employee shall be eligible for Authority-provided Health Benefit Plans.

15. Any employee who retires while in the OCPFA bargaining unit and who is otherwise eligible under the Authority's retiree medical benefit plan shall have coverage available from the OCPFA Health Benefit Plan. No such employee shall be eligible for Authority-provided Health Benefit Plans.

16. OCPFA shall have an open enrollment at least once a year.

17. The waiting period for Health Benefit Plan coverage may not exceed sixty (60) days.

18. OCPFA may not terminate its Health Benefit Plans during the term of this Agreement. If OCPFA or health provider terminates Health Benefit Plan coverage, the Authority will terminate its contribution for the medical benefit trust fund 30 days prior to plan termination unless OCPFA provides a suitable replacement plan approved by the Human Resources Director or the Deputy Fire Chief whose approval shall not be unreasonably withheld.

19. Employees eligible for coverage under an OCPFA plan as a result of change of Authority representation unit shall be enrolled without regard to pre-existing conditions of illness or injury

for plan benefits for themselves and their enrolled dependents. Employees eligible for coverage under an Authority health plan as a result of change of Authority representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves and their enrolled dependents.

20. In the administration and provision of health care plans, OCPFA shall comply with COBRA, HIPAA, ACA, and all other applicable state and federal laws and regulations to the same extent the Authority would be required to comply.

21. OCPFA shall comply with all laws applicable to health and welfare benefit, and/or medical or similar benefit, trust funds and the administration and management thereof.

22. Any dividends paid, premiums refunded or other rebates or refunds made under any plan or policy shall be the property of the Authority; provided, however, that said funds will be transmitted to the OCPFA medical benefit trust fund for medical benefit trust fund purposes.

23. OCPFA shall take all steps necessary to ensure the confidentiality of Health Benefit Plan user information.

24. Except as provided below, plan eligibility shall terminate at the end of the calendar month in which any of the following occur:

- a. Employee terminates. However, this will not interfere with a former employee's right to continue insurance coverage at his/her option as provided for under law.
- b. Change of representation unit.
- c. Disenrollment of a dependent (for the dependent).

However, upon any of the above occurrences, if the employee would still be reported to the IRS as full-time under the ACA, then that employee's Plan eligibility shall continue until the end of the stability period as reported by the Authority, or until coverage by the new OCFA representation unit begins, whichever comes first.

25. The provisions of this Agreement shall not be subject to the grievance and arbitration provisions of the Parties' separate Memorandum of Understanding.

26. Upon expiration or breach of this Agreement, the Authority shall have the right to unilaterally change the plans or assume or assign administration of the plans without meeting and conferring with OCPFA; provided however, that in the event that the Authority makes such a change, benefits provided under new plan(s) shall be substantially similar to the benefits provided under the existing plan(s).

27. OCPFA shall defend, indemnify and hold the Authority harmless from any claims or legal action arising out of, or in any way related to, Health Benefit Plans administered and/or provided pursuant to this Agreement, including any IRS penalties assessed as a result of the ACA's employer shared responsibility provisions or the high cost plan excise tax scheduled to take effect in 2020 if the ACA is still in effect as well as the provision on the high cost plan excise tax. This obligation shall not arise with respect to any claim or legal action brought by OCPFA or employees concerning coverage overlap between the respective Authority and OCPFA plans.

28. This Agreement is the entire, integrated agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written agreements and discussions. The Parties also agree that no modification of this Agreement shall be valid unless it is in writing and signed by all of the Parties to this Agreement.

29. This Agreement shall not be construed in favor or against any party, regardless of which party drafted or participated in the drafting of its terms.

30. The parties agree to reopen negotiations if any of the following occurs:

a. If changes to the ACA occur which modify this Agreement, including additions or potential repeal;

If the ACA is still in effect in 2020 and the Cadillac Tax becomes effective, impacting this Agreement;

b. If there are other legislative changes that modify this Agreement.

Orange County Professional Firefighters Association, IAFF, Local 3631

Baryic Hunter Rresident

Tim Steging Vice President

Orange County Fire Authority

Peter J. Brown Labor Negotiator

aller ou

Lori Zeller Assistant Chief, Business Services

Brigette Gibb Human Resources Director

Klean

Jim Ruane Finance Manager/Auditor



## Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors Meeting January 27, 2022

Agenda Item No. 2G Consent Calendar

## Award of Public Works Contract for Tenant Improvements at OCFA Fire Stations 32 & 53

Contact(s) for Further Information Jim Ruane, Assistant Chief Logistics Department	jimruane@ocfa.org	714.573.6028
Patrick Bauer, Construction & Facilities Division Manager Logistics Department	patrickbauer@ocfa.org	714.573.6471

#### **Summary**

This agenda item seeks approval of award of a public works contract for Tenant Improvements at OCFA Fire Stations 32 & 53 to Neuroth Construction, Inc., the lowest responsive and responsible bidder, responding to bid RO2516.

Prior Board/Committee Action None

#### **RECOMMENDED** ACTION(S)

- 1. Adopt the plans and specifications for Tenant Improvements at OCFA Fire Stations 32 & 53 (see Attachment Three to this staff report).
- 2. Accept the Neuroth Construction, Inc bid dated October 14, 2021.
- 3. Approve and award the public works contract to Neuroth Construction, Inc. in the amount of \$747,227.

#### **Impact to Cities/County**

Not Applicable.

#### **Fiscal Impact**

Funding for this contract is available in the existing FY2021/22 Logistics Department Capital Improvement Budget projects Fire Station 53 Dormitory Privacy (P416) and Inclusive Facilities/Station Bathrooms (P413).

#### Background

The Fire Station 53 Dormitory Privacy project was made a part of the 5-Year General Fund Capital Improvement Program to replace temporary dorm partitions with permanent improvements, and replace lockers and furniture. The scope of work requires construction of walls, doors, flooring, HVAC, and electrical improvements. In addition to improvements to the dormitory, the station's restroom facilities were identified as needing modifications in order to meet OCFA's standards for providing inclusive facilities. To minimize construction related impacts on the station's operations, both the Dormitory Privacy and Inclusive Facilities projects were included in the

project scope of work. Fire station 32 was also identified as requiring modifications to its restroom facilities under the Inclusive Facilities project, and was included in the Request for Bids RO2516 to achieve optimal project sizing for bidding and project management purposes. The project will bring the restroom facilities at stations 32 and 53 up current ADA codes and provide gender-neutral facilities consistent with the objectives of the Inclusive Facilities project.

#### Invitation for Bids (IFB) Process

On September 9, 2021, staff issued IFB RO2516 to solicit competitive bids for tenant improvements at OCFA Fire Stations 32 & 53. A mandatory job-walk was held on September 22, 2021, with bids due on October 14, 2021. Eight construction bids were received and reviewed by staff for responsiveness, and then vetted for bidder qualifications. Four of the eight participating bidders were deemed qualified. See Attachment One for a detailed report of the contractors' qualifications.

Bidder	Lump Sum Pricing
Neuroth Construction, Inc.	\$747,227.00
Green Contractor Studio, Inc.	\$786,800.00
R Dependable Construction, Inc.	\$803,000.00
Horizons Construction Company Int'l Inc.	\$984,200.00

Additionally, staff reviewed the pricing submitted and confirmed the reasonableness of the apparent lowest bidder's pricing based on the engineer's estimate, individual cost categories, and comparison to other bidders' pricing. See Attachment Two for the Bid Tabulation with cost category comparison.

Subsequent to this review, a discussion was conducted between Neuroth Construction, Inc. and the OCFA project team to confirm specifications, scope of work, and construction schedule of the project as provided in the bid submittal. In addition, an updated schedule of values was requested from Neuroth Construction, Inc. to provide additional detail to the project pricing breakdown as provided. As a result of the pre-qualification process, price analysis, and confirmation of the specifications, scope of work, and schedule, Neuroth Construction, Inc. is deemed the lowest responsive and responsible bidder.

#### Recommendation

Based on the bid results, staff recommends contract award to Neuroth Construction, Inc. as the lowest responsible bidder based on the base bid in the amount of \$747,227.

#### Attachment(s)

- 1. Executive Summary
- 2. Bid Tabulation
- 3. Proposed Public Works Contract (Contract posted online and hard copy available in the Clerk's Office upon request)



## Executive Summary: Formal Public Works Bid Bid #RO2516 : Tenant Improvements at OCFA Fire Stations 32 and 53

Section 1. Project Info	ormation		Ι		
IFB Issue Date	9/9/2021	10/14/2021			
Vendors Notified	1,122	Bids Received	8		
Job Walk	9/22/2021	Job Walk Attendees	26		
Addenda Issued	1	Engineer's Estimate	\$764,820		
Project Description:	Tenant Improvements at OCF	A Fire Stations 32 and 5	3		
Solicitation Method:	Due to the public works nature this project was solicited thro utilizing the one-step pre-quali	ough the Formal Invita			
Section 2. Pre-Qualifi	cation of Responsive Bidders				
Contractor				Pre-Qualification Determination	
Neuroth Constructio	n, Inc.			<ul><li>☑ Qualified</li><li>□ Not Qualified</li></ul>	
Contractor Reputa Labor Compliance, S Convictions	<ul><li>☑ Satisfactory</li><li>□ Unsatisfactory</li></ul>				
Notes:	No findings.				
Contractor Capab CSLB Licensing, DIR Work, Ability to Comp	<ul><li>☑ Satisfactory</li><li>□ Unsatisfactory</li></ul>				
Prior & Current Contracts:					
Disposition of Ref				<ul><li>☑ Favorable</li><li>□ Unfavorable</li></ul>	
References Provided:	<ul> <li>Mira Costa College</li> <li>Cal State San Marcos</li> <li>City of Loma Linda</li> <li>Alvarado Parkway Behavio Institute</li> </ul>	No. Referenc Responded:	es that	3	
Per references, contractor performed and completed work as agreed, were easy toNotes:reach for communication, project was completed within time and budget. Contractor would be recommended for future projects.					
Green Contractor Studio, Inc.				<ul><li>☑ Qualified</li><li>□ Not Qualified</li></ul>	
Contractor Reputa Labor Compliance, S Convictions	ation: afety Record, Previous Disqualifica	tions, Civil Wage Penalties	S,	<ul><li>☑ Satisfactory</li><li>□ Unsatisfactory</li></ul>	
Notes:	No findings.				
		1			

Attachment 1

			1
CSLB Licensing, DI	bility to Perform Work: R Registration, Surety Information, Prior Claim	ns, Completion of Similar	<ul> <li>☑ Satisfactory</li> <li>□ Unsatisfactory</li> </ul>
Work, Ability to Com Prior & Current Contracts:	Prior         -       CSU Pomona Toilet Renovation         -       CSU Pomona Building Renovat         -       LA County Senior Center Renov         Current:       -         -       Cypress PD Seismic Retrofit         -       Residential Addition and Remov         -       Fire Damage Residential Renov	ion/Repair vation del	
Disposition of Re	ferences:		<ul><li>☑ Favorable</li><li>□ Unfavorable</li></ul>
References Provided:	2		
Notes:	Per references, contractor performed a reach for communication, project was c would be recommended for future project	completed within time and I	budget. Contractor
lorizons Construct	<ul> <li>☑ Qualified</li> <li>□ Not Qualified</li> </ul>		
<b>Contractor Reput</b> Labor Compliance, S Convictions	Satisfactory		
Notes:	No findings.		
CSLB Licensing, DI	<b>Dility to Perform Work:</b> R Registration, Surety Information, Prior Claim plete Project, Prior Contract Termination	ns, Completion of Similar	Satisfactory
Prior & Current Contracts:	Prior:         -       City of Rancho Cucamonga – N         -       San Bernardino County – Fire S         -       Claremont USD – Claremont HS         -       Claremont USD – Claremont HS <u>Current</u> :       -         -       Cypress Sports Park         -       Citrus College Remodel Science         -       Torrance HS Baseball Field Imp         -       City of Lake Forest Park Renova	Station 163 Remodel S New Student Services C e Building provement	-
Disposition of Re		<ul> <li>□ Favorable</li> <li>□ Unfavorable</li> </ul>	
References Provided:	0		
Notes:	*References provided did not respond t other components of the pre-qualification these factors, guidance from legal court	on review were found to be	e satisfactory. Giver
R Dependable Cons	st Inc.		<ul><li>☑ Qualified</li><li>☑ Not Qualified</li></ul>
Contractor Reput Labor Compliance, S Convictions	ation: Safety Record, Previous Disqualifications, Civ	il Wage Penalties,	Satisfactory

Notes:	No findings.										
<b>Contractor Capability to Perform Work:</b> CSLB Licensing, DIR Registration, Surety Information, Prior Claims, Completion of Similar Work, Ability to Complete Project, Prior Contract Termination							imilar	Satisfactory			
Prior & Current	Prior:         -       Hawthorne USD – Welcome Center Renovation         -       Chino Valley USD – Admin Office Re-Construction         -       City of Manhattan Beach – City Hall Restroom Improvements         Current:       -         -       La Quinta Fire Station Remodel										
Contracts:	<ul> <li>Dana Point GRF Classroom Conversion</li> <li>Irvine Valley College Interior Remodel</li> <li>Hulen Place Housing – Warehouse Remodel to Housing</li> <li>Perri City Hall – Tis</li> <li>CEMCO Steel Ofice TI</li> </ul>										
Disposition of References:								<ul><li>☑ Favorable</li><li>□ Unfavorable</li></ul>			
References Provided:					No. References that Responded:			2			
Notes: Per references, contractor performed and completed work as agreed, were easy to reach for communication, project was completed within time and budget (within responsibility areas and control). Contractor would be recommended for future projects.											
Section 3. Bid Pricing		Tabulati	ion for De	tailed Co	st Compariso	n					
Lowest Responsive, Responsible       Neuroth Construction, Inc.         Bidder:											
Comparison to Engin	neer's Estimate:		\$27,773 less								
_	Pricing Determination:			🛛 Reasonable 🛛 Not Reasonable							
Section 4. Recommen	ndation for Awarc										
Award Documentation:											
Payment Bond:	⊠ Yes	🗆 No	No Performance Bone			:	$\boxtimes$	🛛 Yes 🛛 No			
Award Certifications:	⊠ Yes	□ No	No Insurance Certificates:				🖾 Yes 🛛 No				
Discussion:											
Additional research was completed by OCFA staff to confirm responsiveness and responsibility of the bid and qualifications of the apparent low-bidder, Neuroth Construction, Inc. A discussion was conducted with the apparent low bidder and OCFA staff for the project after bid opening to confirm specifications, scope of work, and construction schedule of the project as provided in the bid submittal. OCFA staff also verified the current California State License Board (CSLB) license statuses and registration with the Department of Industrial Relations (DIR) for Neuroth Construction, Inc. and all listed subcontractors as follows:											
			License Number,				DIR Registration				
		Classification, and Expiration					Number				
HCI Systems, Inc.		905493, C10, C7, C16, 2/2			-	100000046					
Preferred Construction	· ·	707596, C61, D34, 6/30/23					1000001530				
Riverstone Constructio	n. Inc. 1	050001.	, B, 2/28/	23		100	0710766				

Shortliff Drywall, Inc.	550618, C9, 11/30/22	1000061610		
Plumbing Commercial Innovations	1077416, A, B, C6, C36, 6/30/23	1000788254		
Double Ply Glass Co.	941941, B, C17, 1/31/24	1000710766		
Sphere Mechanical, Corp.	1047691, C20, 12/31/22	1000063099		
Newstar Construction Services	1037776, B, C6, 4/30/22	1000056859		
Wakeland Electric, Inc.	1063245, C10, 2/29/2024	1000580743		
KD Acoustics	756879, B, C2, C10, 12/31/22	1000001644		
Pro Spectra Flooring	740392, C15, C54, C61/D12, D06,	1000002810		
	9/30/23			
Continental Marble & Tile Co.	394, C-54, 10/31/22	1000002594		
TriCounty Construction	1056098, C33, C15, C61, 7/31/23	1000629469		

As a result of the additional research, meeting, and verified qualifications of the apparent low bidder, its bid was accepted.

## Attachment 2

	Neuroth Construction			Green Contractor Studio			R Dependable Construction			Horizons Construction Co			
RO2516 - Tenant Improvements at OCFA Fire Stations 32 & 53	Total Bid	Difference from Lowest Bid	Difference from Engineer's Estimate	Total Bid	Difference from Lowest Bid	Difference from Engineer's Estimate	Total Bid	Difference from Lowest Bid	Difference from Engineer's Estimate	Total Bid	Difference from Lowest Bid	Difference from Engineer's Estimate	
	\$747,227.00	\$0.00	-\$17,593.00	\$786,800.00	\$39,573.00	\$21,980.00	\$803,000.00	\$55,773.00	\$38,180.00	\$984,200.00	\$236,973.00	\$219,380.00	
Line Item Subtotal	Line Item Subtotal		Line Item Subtotal	-	rence from west Bid	Line Item Subtotal	Difference from Lowest Bid		Line Item Subtotal	Difference from Lowest Bid			
Category I: Labor Classifications (Prevailing Wage)	\$310,890.00		\$226,200.00	-\$8	4,690.00	\$299,730.00	-\$11,160.00		\$264,519.00	-\$46,371.00			
Category II: Permanent & Non-Permanent Materials/Supplies	\$290,890.00		\$429,000.00	\$13	8,110.00	\$309,274.00	\$18,384.00		\$460,460.00	\$169,570.00			
Category III: Equipment	\$10,000.00		\$58,500.00	\$4	8,500.00	\$17,800.00	\$7,800.00		\$97,970.00	\$87,970.00			
Category IV: Overhead & Indirect Costs	\$75,000.00		\$66,300.00	-\$8	8,700.00	\$69,290.00	-\$5,710.00		\$156,751.00	\$81,751.00			
Category V: Profit (% As written)	8.80%		8.00%	-	0.80%	10.00%	1.20%		16.00%	7.20%			
Category VI: Permits/Fees	\$0.00		\$6,800.00	\$6	5,800.00	\$0.00	\$0.00		\$4,500.00	\$4,500.00			
Notes:	Price is 2.3% lower than engineer's estimate. Bid price deemed reasonable.			2.9% higher than engineer's estimate.			5% higher than engineer's estimate.			28.7% higher than engineer's estimate.			

#### 4F: CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter "Agreement" or "Contract" or "Contract Agreement") is made and entered into for the above identified Project this 3 day of 3 and 3

WITNESSETH that OCFA and CONTRACTOR have mutually agreed as follows:

[SECTIONS 1 – 40 are set forth in the Solicitation Information and Instructions to Bidders above.]

#### 41 – PROJECT MANUAL

This Contract consists of the Project Manual. The Project Manual includes the following component parts thereof, each of which is a part of this Contract:

- (1) RO2516 Notice Inviting Bids
- (2) RO2516 Instructions to Bidders
- (3) RO2516 Bid Documents
- (4) RO2516 Contract Documents
- (5) RO2516 Technical Specifications
- (6) Any and all addenda and other supplemental notices and agreements issued by OCFA clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner

All of the above component documents of the Project Manual are complementary and Work required by one of the above documents shall be done as if required by all. In the event of conflict among the component documents of the Project Manual, the conflict shall be resolved as set forth in Section 52 of the General Conditions.

#### 42 - CONTRACT PRICE

OCFA shall pay to Contractor as full consideration for the faithful performance of the Contract, the sum of SEVEN HUNDRED FORTY-SEVEN THOUSAND, TWO HUNDRED, TWENTY-SEVEN DOLLARS (\$747,227). This sum is the total amount stipulated in the Bid. Payment shall be made as set forth in the General Conditions.

#### 43 – CONTRACTOR'S COMMITMENT TO FURNISH MATERIALS AND WORK

For and in consideration of the payments and agreements to be made and performed by OCFA, CONTRACTOR agrees to furnish all materials and perform all work required for the above identified Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

#### 44 – CONTRACTOR'S COMMITMENT TO PRICES

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. <u>44.1 - NO INCREASE IN BID COST DUE TO SUBSTITUTION OF SUBCONTRACTOR</u>. In the event that a subcontractor is substituted in any manner for any reason, any increased cost related to such substitution shall be the sole responsibility of the Contractor. Such substitution shall not cause or result, directly or indirectly, in any increase in the bid price. This subsection shall not be construed to be prior consent to substitution of subcontractors, nor to authorize any substitution that is prohibited by the Subletting and Subcontracting Fair Practices Act.

#### 45 – PAYMENT TO CONTRACTOR

OCFA hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

#### 46 - WORKER'S COMPENSATION

CONTRACTOR acknowledges the provisions of the Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that Code, and certifies compliance with such provisions.

#### 47 – PRINCIPAL INTERESTS

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

#### 48 – COMPLIANCE WITH FEDERAL IMMIGRATION AND NATIONALITY ACT

CONTRACTOR hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. Section 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against OCFA for such use of unauthorized aliens, CONTRACTOR hereby agrees to defend and indemnify OCFA against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by OCFA.

#### 49 – CERTIFICATION RE DEBARMENT

CONTRACTOR confirms that neither CONTRACTOR nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States (U.S.) federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs (http://www.sam.gov/) issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). CONTRACTOR will provide immediate written notification to OCFA if, at any time prior to award, CONTRACTOR learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when OCFA executes this Agreement. If it is later determined that

CONTRACTOR knowingly rendered an erroneous certification, in addition to the other remedies available to OCFA, OCFA may terminate this Agreement for default by CONTRACTOR.

#### 50 - INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR (at CONTRACTOR's sole cost and expense) shall defend (with legal counsel acceptable to OCFA in OCFA's sole discretion), indemnify, protect, and hold harmless the INDEMNIFIED PARTIES and each of them against all CLAIMS which arise out of, pertain to, or are related to CONTRACTOR's performance under, or failure to perform under, the Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, indemnify, protect, and hold harmless the INDEMNIFIED PARTIES shall not apply to the extent such CLAIMS arise from the sole negligence or willful misconduct of the OCFA.

As used herein, "INDEMNIFIED PARTIES" refers to OCFA and its appointed officials, officers, employees, agents, representatives, attorneys and volunteers.

As used in this Section 50, "CLAIMS" refers to any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs, expert fees and attorney fees, including but not limited to CLAIMS arising from injuries to or death of persons (CONTRACTOR's employees included), or for damage to property, including property owned by OCFA.

#### 51 – COMPLIANCE WITH WORK RULES

CONTRACTOR shall be familiar with, observe, and comply at all times during the term of this Agreement with any work rules for contractors as may be established and promulgated by the OCFA Fire Chief, which work rules shall be additional terms and conditions for providing the work and services to the OCFA pursuant to this Agreement, as may be updated and/or amended from time to time at the sole discretion of the Fire Chief.

#### [SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

ORANGE COUNTY FIRE AUTHORITY:

[NAME}, CHAIR OCFA BOARD OF DIRECTORS

ATTEST:

MARIA D. HUIZAR, CLERK OF THE AUTHORITY

APPROVED AS TO FORM:

DAVID E. KENDIG GENERAL COUNSEL CONTRACTOR:

Neuroth Construction Inc. (CORPORATION (NAME - TYPE))

BY: Rob Neuroth

(PRINT) (SIGNATURE

President

(TITLE)

BY: Alexandra Neuroth

(PRINT) (SIGNATURE)

COO (TITLE)

NOTE:

SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED, ATTACH JURAT.

#### CALIFORNIA JURAT

#### GOVERNMENT CODE § 8202

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

State of California

County of \_\_\_\_\_SAN DIEGO

Subscribed and sworn to (or affirmed) before me on

this <u>3</u> day of <u>Jonuary</u>, 20<u>2</u>, by <u>Nonth</u> (1) \_\_\_\_ ROBNEUROTH

HERMIE AQUINO Notary Public - California San Diego County Commission # 2238483 My Comm. Expires May 14, 2022

(and (2) <u>ALEXANDRA NEUROTH</u>), Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Signature of Notary Public

Place Notary Seal and/or Stamp Above

_				
	Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.			
	Description of Attached Document			
	Title or Type of Document:			
	Document Date: Number of Pages:			
	Signer(s) Other Than Named Above:			

2019 National Notary Association



# ORANGE COUNTY FIRE AUTHORITY FORMAL INVITATION FOR BIDS

# TENANT IMPROVEMENTS AT OCFA FIRE STATIONS 32 AND 53 FOR PROJECTS EXCEEDING \$200,000

### September 9, 2021

## Solicitation No. RO2516

The Orange County Fire Authority is requesting bids to establish a construction agreement for Tenant Improvements at OCFA Fire Stations 32 and 53, as specified herein.

## THIS PROJECT IS CONSIDERED A PUBLIC WORK.

Pursuant to SB 854, no contractor or subcontractor may be awarded a contract for a public works project unless registered with the CA Department of Industrial Relations per California Labor Code section 1725.5. This project is a public work and is subject to compliance monitoring and enforcement.

### MANDATORY REQUIREMENTS:

- Meet Minimum Qualifications
- Attendance at Job Walk on 9/22/2021
- Contractors' License: A, B or Specialty Contractor's license
- Registration with the California Department of Industrial Relations
- Bid Bond 10% of Bid Amount (All Bidders)
- Faithful Performance Bond 100% of Agreement Price (Awarded Contractor Only)
- Payment Bond 100% of Agreement Price (Awarded Contractor Only)

#### **BID SUBMITTALS:**

- Bids will be received no later than 11:00 A.M. on 10/5/2021
- Only paper bids will be accepted for this solicitation
- Bids may be hand delivered or mailed to Orange County Fire Authority, Purchasing Department, 1 Fire Authority Road, Building C, Irvine, CA 92602 no later than the date and time specified.
- One (1) original hard copy and one (1) duplicate hard copy shall be sent to the attention of the Purchasing Section, within said time limit, in a sealed envelope.
- The envelope should include the Bidder's Business Name, Solicitation Number, and the Due Date.

## LATE BIDS WILL NOT BE ACCEPTED.

Any questions concerning this Formal Invitation for Bids or the specifications should be submitted on-line via the Q&A Module available through PlanetBids before **5:00 P.M. on 9/23/2021**. OCFA will publish a response to all inquiries through the e-procurement system and/or may issue an addendum as a result.

**Rothchild Ong**, Assistant Purchasing Agent rothchildong@ocfa.org | 714-573-6642

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## **SECTION 1: NOTICE INVITING BIDS**

#### 1A: ORANGE COUNTY FIRE AUTHORITY NOTICE INVITING SEALED BIDS FOR CONSTRUCTION OF TENANT IMPROVEMENTS AT OCFA FIRE STATIONS 32 AND 53

**ORANGE COUNTY FIRE AUTHORITY REQUEST FOR QUALIFICATIONS:** SCOPE: Tenant Improvements at OCFA Fire Stations 32 and 53 located in Yorba Linda, California as specified herein. For official bid documents visit: <u>https://www.planetbids.com/portal/portal.cfm?CompanyID=14773</u>. A MANDATORY job walk will be held September 22, 2021 AT 9:00 A.M. Bid submittals will be accepted until October 5, 2021 AT 11:00 A.M.

Published: Orange County Register FIRST PUBLICATION DATE: September 11, 2021 SECOND PUBLICATION DATE: September 17, 2021

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# **1B: SOLICITATION INFORMATION**

## 1. ABBREVIATIONS

<u>IFB:</u> Invitation for Bids <u>OCFA:</u> Orange County Fire Authority <u>DIR:</u> California Department of Industrial Relations <u>CSLB:</u> California Contractors State License Board <u>PCC:</u> California Public Contract Code

#### 2. OBJECTIVE

The Orange County Fire Authority is requesting bids to establish a construction agreement for tenant improvements at OCFA Fire Stations 32 and 53 located in Yorba Linda, California, as specified herein. Project work will be coordinated by the OCFA Property Management section.

#### 3. MANDATORY SITE INSPECTION

A mandatory job walk for prime contractors will be held on **WEDNESDAY**, **SEPTEMBER 22**, **2021**, **9:00 A.M. at OCFA FIRE STATION 32 located at 20990 Yorba Linda Blvd.**, **Yorba Linda**, **CA 92887**. The job-walk will begin at Fire Station 32 and then relocate to OCFA Fire Station 53 located at 25415 E. La Palma Ave., Yorba Linda, CA 92887 for the duration of the job-walk.

Contractor's representative must attend the entirety of the job walk. Late arrivals will not be granted access to the site, nor permitted to attend the job walk. This informational meeting will be held to allow for site inspection and questions or clarifications concerning OCFA's IFB process and subsequent contract award. Prospective Bidders should be familiar with the IFB prior to attending the job walk.

#### DUE TO COVID-19, ATTENDEES WHO ARE NOT FULLY VACCINATED MUST PROVIDE AND ARE REQUIRED TO WEAR A MASK DURING THE JOB WALK. MASKS ARE NOT REQUIRED FOR FULLY VACCINATED ATTENDEES

#### 4. CONTRACTOR MINIMUM QUALIFICATIONS

Bidder must meet the following minimum qualifications in order to have its response considered:

- Current and valid A, B, or Specialty Contractor's License issued by the California Contractor State License Board for the related work
- Current and valid California Department of Industrial Relations registration
- Minimum 10 years' experience providing the same or similar services

#### 5. DUE DATE

Bids will be received no later than **11:00 AM on 10/5/2021**. Late submittals will not be accepted. There will be a public opening of the bids on the specified due date and time in the Purchasing Office at the OCFA's Regional Fire Operations and Training Center located at 1 Fire Authority Road, Irvine, CA 92602. If attending the bid opening, please allow time to check in at the Reception Desk.

#### 6. SUBMITTAL INSTRUCTIONS

The Bid Response Forms are available for download on OCFA's online bidding platform, PlanetBids. Bids must be prepared using the response forms included in this IFB document. Bids shall be executed by an authorized signatory. Contractors are to fill in all blank spaces (insert "N/A" where the answer is not applicable). Contractors are to initial all interlineations, annotations, deletions, alterations, erasures and other modifications on the forms. Deviations in the form may result in the bid being deemed non-responsive. **Only paper bids will be accepted for this solicitation**.

Bids may be hand delivered or mailed to Orange County Fire Authority, Purchasing Department, 1 Fire Authority Road, Building C, Irvine, CA 92602 no later than the date and time specified in Section 5 above. One (1) original hard copy and one (1) duplicate hard copy shall be sent to the attention of the Purchasing

Section, within said time limit, in a sealed envelope. The envelope should include the Bidder's Business Name, Solicitation Number, and the Due Date. (Failure to include a duplicate hard copy will not cause an otherwise responsive bid to be deemed non-responsive.)

Any vendor who wishes his or her bid to be considered for award is responsible for ensuring that it is complete and received by the Purchasing Office on or before the due date and time. **Facsimile**, **electronic or e-mail bids will not be considered**.

#### 7. INQUIRIES

Any questions related to the IFB shall be directed to the Assistant Purchasing Agent, Rothchild Ong. Questions and comments must be submitted via this bid's Q&A module on the PlanetBids website no later than **5:00 P.M. on 9/23/2021**. The inquirer's name, company, address, phone number should be included. Verbal interpretations or clarifications on the part of OCFA will be without legal effect. Only responses submitted in writing via the Q&A module or addendum will be binding.

#### 8. SCHEDULE OF IMPORTANT DATES

Invitation for Bid Issue Date	September 9, 2021
Mandatory Job Walk	September 22, 2021
Final Day to Submit Questions	September 23, 2021
Deadline to Submit Bid Response	October 5, 2021

#### 9. CONTRACTOR RESPONSIBILITIES

#### 9.1 MATERIAL AND LABOR

Contractor shall provide all permits, material, labor, tools and supplies to complete the project as described herein. See Section 5 for detailed information on these requirements and additional components that must be included in Contractor's bid and pricing.

#### 9.2 CSLB LICENSE

Contractor and all subcontractors shall possess a valid California **A**, **B**, or Specialty Contractor's license, as required by California law, at the time of bid submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The successful contractor and all subcontractors must maintain the license throughout the duration of the project.

#### 9.3 PREVAILING WAGE AND COMPLIANCE MONITORING

Contractor and all subcontractors shall conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Services on the above Project, including, without limitation, the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations. The successful contractor and all subcontractors must maintain DIR registration throughout the duration of the project.

### 9.4 STANDARD SPECIFICATIONS

OCFA relies on the standard specifications, CSI and Greenbook applicable in the jurisdiction where the project is located, as modified by the local jurisdiction.

## 9.5 BUSINESS LICENSE REQUIREMENTS

Contractor and all subcontractors shall conform to the requirements of the city in which the project is located (or the requirements of the County if the project is located within an unincorporated area) and shall maintain active business license(s) as required by the jurisdiction(s) in which the project is located. The successful contractor and all subcontractors must remain in compliance with these requirements throughout the duration of the project.

# 9.6 WARRANTY

In addition to any warranties specified in the drawings and any manufacturer's warranty, Contractor shall warrant the workmanship and manufacturing for a minimum of one year.

# 10. OCFA RESPONSIBILITIES

OCFA will coordinate with training operations to ensure Contractor has access to necessary areas to perform work. OCFA shall be responsible for the registration of the project with the CA DIR subsequent to contract award.

# 11. DELIVERABLES

# 11.1 PROJECT COMPONENTS

- 11.1.1 FIRE STATION 32
  - 11.1.1.1SELECTIVE DEMOLITION (DEMOLISH EXISTING NON-COMPLIANT TOILET ROOMS/SHOWER)
  - 11.1.1.2ACCESSIBLE IMPROVEMENTS:
    - 11.1.1.2.1 TWO NEW ACCESSIBLE TOILET ROOMS
    - 11.1.1.2.2 NEW ACCESSIBLE TOILET ROOM AND ACCESSIBLE SHOWER
  - 11.1.1.3 IMPROVEMENTS AS A RESULT OF ACCESSIBLE IMPROVEMENTS:
    - 11.1.1.3.1 CONCRETE SLAB WORK
    - 11.1.1.3.2 NON-BEARING WALL RE-WORK
    - 11.1.1.3.3 FINISH SYSTEMS INCLUDING GYPSUM BOARD, CARPET, TILE, AND PAINTING
    - 11.1.1.3.4 MEP WORK INCLUDING NEW PLUMBING FIXTURES, RE-WORKED EXHAUST AND SUPPLY/RETURN AIR DUCTING, RE-WORKED ELECTRICAL AND NEW ELECTRICAL FIXTURES

# 11.1.2 FIRE STATION 53

# ACCESSIBLE INTERIOR IMPROVEMENTS

## 11.1.2.1 SELECTIVE DEMOLITION (DEMOLISH EXISTING NON-BEARING INTERIOR WALLS AND CEILING)

# 11.1.2.2ACCESSIBLE IMPROVEMENTS:

- 11.1.2.2.1 NEW COMBINATION ACCESSIBLE DORM ROOM AND LACTATION ROOM
- 11.1.2.2.2 RECONFIGURATION OF NEW DORM ROOMS AND LOCKERS
- 11.1.2.2.3 NEW LOCKERS
- 11.1.2.2.4 ADA BRAILLE SIGNAGE

# 11.1.2.3TOILET ROOM UPGRADES:

11.1.2.3.1 PROVIDE AN ALL GENDER, SINGLE OCCUPANT TOILET ROOM/SHOWER ROOM (CONVERT EXISTING SHARED ROOM TO INDIVIDUAL ROOMS)

11.1.2.3.2 NEW TOILET ROOM ACCESSORIES FOR ADA COMPLIANCE

# 11.1.2.4 IMPROVEMENTS AS A RESULT OF ACCESSIBLE IMPROVEMENTS:

- 11.1.2.4.1 NON-BEARING WALLS
- 11.1.2.4.2 FINISH SYSTEMS INCLUDING GYPSUM BOARD, CARPET, AND PAJNTING.

11.1.2.4.3 M.E. WORK INCLUDING NEW SUPPLY/RETURN AJR DUCTING, RE-WORKED ELECTRICAL AND NEW ELECTRICAL FIXTURES

# 11.1.2.5CMU DEMOLITION DUE TO NEW EXTERIOR MAN DOOR

#### ACCESSIBLE EXTERIOR IMPROVEMENTS (SEE CIVIL DRAWINGS) 11.1.2.6ACCESSIBLE IMPROVEMENTS

- 11.1.2.6.1 NEW ACCESSIBLE PARKING AREA
- 11.1.2.6.2 NEW ACCESSIBLE PATH OF TRAVEL FROM PARKJNG TO MAJN ENTRANCE

#### 11.1.2.7 LANDSCAPE UPGRADES AS REQUIRED DUE TO ACCESSIBLE UPGRADES

#### MISC. WORK

11.1.2.8 LOW VOLTAGE COMMUNICATION ANNOUNCEMENT SYSTEM.

Refer to Section 5 of the IFB Document for detailed information about the project requirements including, but not limited to, the scope of services, drawings, specifications, submittals, required permits, inspections, etc.

#### 11.2SPECIFICATIONS

#### **11.2.1 MINIMUM SPECIFICATIONS**

The purpose of the information provided herein is to establish the minimum requirements for the supplies, materials, and equipment used for this project. It is not the intention of OCFA to exclude suppliers of similar or equal products of the types specified. Provided specifications, brands, and/or manufacturers describe OCFA expectations for the equipment, supplies and materials to be acquired.

# 11.2.2 EQUIVALENT ALTERNATE ITEMS

#### 11.2.2.1 EQUIPMENT SUBMITTALS

As noted throughout Section 5, deviations from the specifications provided herein are not preferred but in some instances may be accepted. OCFA retains the sole right to determine whether proposed deviations to the specified items are acceptable. Any bidder offering items or equipment as equivalent alternatives to those items specified must submit documentation in accordance with the requirements outlined in Section 5 to substantiate that the item is equal no less than ten (10) business days prior to the bid deadline. Failure to do so may result in the bid that includes such alternative(s) being deemed non-responsive. As part of the evaluation of proposed alternate items, OCFA may request additional product information or product samples. Such information or samples must be submitted at no expense to OCFA by an agreed-upon due date for inspection and approval prior to contract award. Failure to comply with the request, or failure of the proposed alternate product to meet the required specifications, may be cause for OCFA to deem the bid that includes such alternative(s) to be non-responsive.

#### 11.2.2.1 ADDITIONAL SUBMITTALS

Contractor shall submit for approval all items and documentation prior to beginning work in accordance with the requirements outlined in Section 5. In addition to the requirements specified in Section 5, any equivalent alternate items offered as a submittal during the course of construction must include documentation to substantiate that the item is equal. As part of the evaluation of proposed alternate items, OCFA may request additional product information or product samples. Such information or samples must be submitted at no expense to OCFA by an agreed-upon due date for inspection and approval prior to installation. Failure to comply with the request, or failure of the proposed alternate product to meet the required specifications, may be cause for OCFA to deem the Contractor to have caused a delay in the project, to be remedied by the assessment of liquidated damages, as described in the Contract Documents (see Section 4).

## 11.2.3 MATERIALS

Materials shall be pure, unadulterated, first quality and shall be delivered to the project in original unbroken packages bearing the maker's name and brand number. Materials shall comply with all requirements described in Section 5. Materials shall be submitted for approval prior to use. Contractor must furnish additional stock of materials, as specified in Section 5.

OCFA intends to purchase and keep as inventory commonly replaced items for the purpose of expediting future repairs. Should Contractor or subcontractors utilize this inventory to perform repairs, use of these items will not void or otherwise negatively affect the warranty. Contractor or subcontractors must replace the stock at no cost to OCFA.

### **11.3 PROJECT EXECUTION**

#### 11.3.1 WORKMANSHIP

Contractor shall:

- a. Perform work under conditions best suited to produce the specified deliverables.
- b. Correct all work that does not comply with the intent of the specification and/or does not meet the approval of OCFA.
- c. Protect all adjacent areas and surfaces from damage from work performed (i.e. automobiles, sidewalks, asphalt, concrete, plants, etc.).
- d. Coordinate with the OCFA before using noisy, motorized equipment.
- e. Take all necessary steps to protect the public and all property concerned.

#### 11.3.2 CLEAN-UP

Contractor shall, at completion of work each day, remove all debris and rubbish resulting from this project and leave work spaces in a clean condition subject to OCFA approval.

#### 11.3.3 PROTECTION

Contractor shall protect work of other trades, correct damage by cleaning, repairing or replacing, and repainting, as approved by OCFA.

#### 11.3.4 REPAIR

At completion of work, Contractor shall repair and/or restore damaged work of other trades.

#### 11.3.5 ACCEPTANCE DOCUMENTATION

Upon completion of work, Contractor shall provide the documents specified herein for final review and acceptance by OCFA.

#### 11.3.6 HEALTH AND SAFETY

Contractor shall ensure compliance at all times with the Health and Safety requirements in Section 86 of the Contract Agreement.

#### 11.4 SCHEDULES, TIMELINES, AND MEETINGS

#### 11.4.1 COORDINATION OF WORK

Prior to beginning work, Contractor shall prepare a schedule and submit to OCFA for approval. Contractor shall coordinate the commencement of all work with OCFA so as not to cause inconvenience to the facility. Contractor parking, along with the placement of all trailers, equipment and materials must be coordinated with OCFA in advance.

All work at the location must be coordinated with OCFA in a manner that shall accommodate the requirements of OCFA personnel. Contractor shall post notices in conspicuous places at least three to five days in advance warning occupants what date work will begin. Work, deliveries or

efforts which may impede existing circulation roadways shall be scheduled at least seven (7) days in advance.

### 11.4.2 HOURS OF WORK

Work shall be performed Monday through Friday between the hours of 7:00 AM and 5:00 PM. Overtime and after-hours work is not permitted, unless otherwise coordinated with and approved by the city in which the project is located.

## 11.4.3 PROJECT TIMELINE

OCFA anticipates that

- Project work will begin 14 days after the agreement and all other required award documents are received and approved by OCFA
- Project will be complete within 60 days

#### **12. MEETINGS**

Meetings between OCFA and Contractor will include, at a minimum, the following:

#### 12.1 PRE-AWARD MEETING

This meeting will aid OCFA in determining responsibility of Contractor and to finalize the specifications and services to be provided.

#### 12.2 PRE-CONSTRUCTION JOB WALKS

These meetings with OCFA, the staff of the city in which the project is located, and others as necessary and/or required by law will be coordinated by the Contractor.

#### **12.3 PROJECT STATUS MEETINGS**

Weekly meetings held in person, unless otherwise determined by OCFA.

#### 12.4 ACCEPTANCE

Meetings regarding project acceptance and warranty punch list items.

#### **12.5 ADDITIONAL**

Other meetings deemed necessary by OCFA for contract compliance.

## **SECTION 2: INSTRUCTIONS TO BIDDERS**

#### 13.1 AMENDMENT OF INVITATION FOR BID

Notification via email will be sent to vendors listed as "Prospective Bidders" on PlanetBids in the event that a Q&A set or amendment to the IFB is released. The bidder shall acknowledge receipt of an amendment to this Invitation for Bid on the bid submittal. The OCFA reserves the right to revise the bid documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda.

**13.1.1** Pursuant to Public Contract Code Section 4104.5, if OCFA issues an Addendum later than seventy-two (72) hours prior to the deadline for submission of bids, and the Addendum requires material changes, additions or deletions to the description of the work to be performed or the content, form or manner of submission of bids, OCFA will extend the deadline for submission of bids by at least seventy-two (72) hours. Otherwise, OCFA may determine, at its sole discretion, whether an Addendum requires that the date set for opening bids be postponed. Announcement of a new date, if any, will be made by Addenda. All bidders will be notified by e-mail when an addendum is posted to PlanetBids.

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

#### 13.2 INTERPRETATION OF BID DOCUMENTS

Discrepancies in, and/or omissions from the Specifications or other bid documents or questions as to their meaning shall be immediately brought to the attention of the Purchasing Manager by submission of a written request for interpretation or correction thereof no later than the deadline specified for questions specified in Section 1 of the Notice Inviting Bids. The person submitting the request will be responsible for its prompt delivery.

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

#### 14. DISPUTES RELATING TO THIS INVITATION FOR BID

In the event a dispute arises concerning any aspect of this bid, including specifications and/or process, the party bringing the dispute shall submit a written request for resolution to the Purchasing Department prior to the IFB's due date and time.

In the event a dispute arises regarding this IFB's Recommendation for Award or Denial of Award, the party bringing the dispute must do so in accordance with OCFA's **Purchasing Ordinance, Article IX. Legal and Contractual Remedies**, which can be found online under "Doing Business with OCFA" at <a href="https://www.ocfa.org/Uploads/Purchasing/OCFA%20Purchasing%20Ordinance.pdf">https://www.ocfa.org/Uploads/Purchasing/OCFA%20Purchasing%20Ordinance.pdf</a>.

#### **15. WITHDRAWAL OF BID**

#### 15.1 PRIOR TO BID DUE DATE AND TIME

At any time prior to the specified due date specified in IFB Section 1, an Offeror may formally withdraw the bid by a written letter, facsimile or electronic mail from the Offeror or an authorized representative to the OCFA Purchasing Manager, provided such letter, facsimile or electronic mail is actually and timely received by the OCFA Purchasing Manager. **Telephonic or oral withdrawals shall not be considered.** 

### 15.2 AFTER BID DUE DATE AND TIME

In accordance with California Public Contract Code sections 5100-5110, Bidder shall not be relieved of the obligations of its bid unless by consent of OCFA, nor shall any change be made in the bid because of mistake. Bids may be withdrawn for mistake upon mutual written agreement of Bidder and OCFA, or if all of the following conditions apply:

- A mistake is made in the bid; and
- Written notice is provided to OCFA within five (5) working days from the date of the public opening specifying in the notice in detail how the mistake occurred. Telephonic or oral withdrawals will not be considered; and
- The mistake makes the bid materially different than Bidder intended it to be; and
- The mistake was made in filling out the bid and was not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

Any bidder who claims a mistake or who forfeits its bid security (Bidder's Bond) shall be prohibited from participating in further bidding on the project on which the mistake was claimed or bid security was forfeited.

#### **16. INDEMNIFICATION**

Bidder agrees to protect, defend, indemnify, save and hold harmless the OCFA and its officers, officials, employees and volunteers from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person (Bidder's employees included), and for injury to any property, including consequential damages of any nature resulting there from, arising out of or in any way connected with the Bidder's submittal.

## 17. RESERVATIONS (RIGHTS RESERVED TO OCFA)

OCFA reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject nonresponsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to investigate the qualifications of any bidder under consideration; to modify or amend this IFB in writing; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. Waiver of one irregularity does not constitute waiver of any other irregularity. OCFA may seek clarification of the bid from the bidder at any time, and failure to respond is cause for rejection. OCFA is required to make an award that is in the best interest of the OCFA. All decisions on compliance, evaluation, terms and conditions shall be made solely at the OCFA's discretion and made to favor the OCFA. OCFA may cancel this solicitation at any time.

The OCFA may reject any bid which, in its sole opinion, does not accurately reflect the cost to perform the work as compared to other bids received and/or to project estimates. In addition, because the OCFA may elect to include or exclude any of the bid items and alternate bid items (if applicable) at its sole and absolute discretion, each bidder must ensure that each bid items contain a proportionate share of profit, overhead and other costs or expenses which will be incurred by the bidder. The OCFA may deem any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items as non-responsive. No contract will be executed unless the bidder is licensed in accordance with the provisions of the State law.

## 18. INSPECTION OF SITE/MANDATORY MEETING AND JOB WALK

Each prospective bidder is responsible for becoming familiar with the conditions of the project site as well as those relating to the construction and labor of the project, to fully understand the facilities, conditions, difficulties and restrictions which may impact the completion of the project. Attendance by a representative of each prospective contractor at the mandatory meeting as stated in the request for

# informal bid is required. Any bid received by a contractor not represented at the mandatory meeting will be rejected and deemed non-responsive.

## **19. CONTRACTOR AND SUBCONTRACTOR LICENSING REQUIREMENTS**

Bidder and all listed Subcontractors shall possess valid California Contractor's licenses, as required herein and as appropriate for each specialty subcontracted at the time of bid submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. Licenses must be maintained throughout the duration of the contract resulting from this IFB.

Pursuant to Section 7028.15 of the Business and Professions Code, the OCFA shall consider any bid submitted by a contractor not currently licensed in accordance with California law and pursuant to the requirements found in the bid documents to be nonresponsive, and the OCFA shall reject the bid. The OCFA shall have the right to request evidence of all valid license(s) currently held by the bidder and each of the subcontractors listed in the bid before awarding the contract. In such cases, Bidders shall provide evidence of valid licenses satisfactory to the OCFA within five (5) calendar days. Pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this contract.

## 20. SB 854 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

No contractor or subcontractor may be listed on an offer for a public works project unless registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5, with limited exceptions from this requirement for bid purposes only under California Labor Code Section 1771.1(a). No contractor or subcontractor may be awarded a contract for public work, or engage in the performance of any public works project unless registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5. Pursuant to SB 854, the DIR registration number of each subcontractor must be identified on the bid; failure to do so may result in the bid being deemed non-responsive.

#### The contract resulting from this solicitation is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. OCFA reports all public works contracts to the DIR subsequent to contract execution.

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

#### 21. PREVAILING WAGE

This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the applicable prevailing wage rates will be enforced. The work is subject to the payment of not less than prevailing wages under California Labor Code Section 1770 et seq. Contractor must comply with all related provision of the California Labor Code if awarded the agreement, including but not limited to:

- The provisions of California Labor Code Section 1775 relating to payment of prevailing wages, and
- Section 1777.5 relating to employment of apprentices, and
- Section 1811-1813 relating to the payment of overtime.

Failure to comply with the applicable prevailing wage, overtime, and apprenticeship requirements may result in penalties.

Contractors are hereby notified that the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the work under the contract which will be awarded to the successful contractor.

Additional information is available at the Department of Industrial Relations website at:

#### http://www.dir.ca.gov/oprl/DPreWageDetermination.htm.

Contractors are further notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Additional information on the Compliance Monitoring Unit requirements can be found at:

#### https://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html.

### 22. DEBARMENT OF CONTRACTORS

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

#### 23. CONTRACT

A response to this IFB is an offer to contract with OCFA based upon the terms, conditions, and specifications contained within this document, all Addenda, and the Construction Services Agreement, attached hereto as Section 4. Submission of a bid confers on the bidder no right to an award or to a subsequent contract. No binding contract will exist between the bidder and the OCFA unless and until the OCFA executes a written contract or purchase order.

#### 24. BID DOCUMENTS & FORMS

Bid submittals are to be prepared using the bid forms which are included in this IFB Document. Bids shall be executed by an authorized signatory. As a condition of bidding and in accordance with the provisions of Section 20101 of the California Public Contract Code, prospective bidders are required to submit all the bid forms listed in the Bidder's Checklist. Failure to do so may result in the rejection of the bid.

#### 25. PREPARATION OF BID

All bids shall incorporate the forms provided in this IFB document. It is permissible to copy these forms as required. Facsimiles or electronic mail bids shall not be considered.

The Bid form and any solicitation amendments must be signed and returned with the bid. The forms submitted shall be signed by a person authorized to submit an offer. Authorized signature on the Bid forms shall constitute an irrevocable offer to provide services specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- The authorized person signing the bid shall initial all interlineations, annotations, deletions, alterations, erasures and other modifications on the bid.
- Periods of time, stated as days, shall be in calendar days.
- It is the responsibility of all Offerors to examine the entire Request for Bid package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after the due date and time.
- OCFA shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- Each bidder shall submit its bid in strict conformity with the requirements of the bid documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, supplement printed matter on the bid forms.
- Verbal, telephonic, facsimile, email or other electronic bids or modifications will not be considered.

## 26. BID CERTIFICATION

By signature on the Bid Response Forms, Bidder certifies:

- The Bidder has thoroughly examined and become familiar with the requirements of this IFB;
- Clear understanding of the rules as defined in this IFB and compliance with all terms and conditions specified herein;
- The Bidder is an authorized and/or certified retailer and/or installer of the specified items;
- The submission of the bid did not involve collusion or other anti-competitive practices;
- The bid is compliant with all state and federal laws;
- The Bidder will not discriminate against any employee or applicant for employment in violation of Federal or State law;
- The Bidder has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to any Director, officer, or employee of OCFA in connection with the submitted offer;
- That the individual signing the submittal is an authorized agent for the Bidder and has the actual authority to legally bind the Bidder to the Contract;
- That its principal and named subcontractors are not debarred, suspended or otherwise excluded by the United States Government, in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

## 27. ACCEPTANCE PERIOD

Unless otherwise specified herein, bids are firm and may be accepted by OCFA at any time within 180 days of bid opening.

## 28. BID OPENING

All the bids opened by the OCFA will be subject to further evaluation with respect to responsiveness of the bid and for purposes of determining that the bidder is responsible.

## 29. SUBLETTING AND SUBCONTRACTING.

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name, business address, California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement, or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and

Specifications in excess of 1/2 of 1% of the prime Contractor's total bid or \$10,000, whichever is greater. If a subcontractor's California contractor license number or public works contractor registration number are submitted incorrectly in the bid, it will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected subcontractor's California contractor license number is submitted to OCFA within 24 hours after the bid opening.

If the Bidder fails to list a subcontractor for a portion of work or if the Bidder lists more than one subcontractor of the same portion of work in excess of 1/2 of 1% of the total bid or \$10,000, whichever is greater, the Bidder agrees that it is fully qualified to perform that portion of work itself, and that the Bidder shall perform that portion of work itself. If after award of the contract, the Bidder actually subcontracts that portion of work, except as provided in Public Contract Code Section 4107 or 4109, the Bidder shall be subject to the penalties listed in Section 4111 of the Public Contract Code. It is the OCFA's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

### 29.1 NO INCREASE IN BID COST DUE TO SUBSTITUTION OF SUBCONTRACTOR.

In the event that a subcontractor is substituted in any manner for any reason, any increased cost related to such substitution shall be the sole responsibility of the Contractor. Such substitution shall not cause or result, directly or indirectly, in any increase in the bid price. This subsection shall not be construed to be prior consent to substitution of subcontractors, nor to authorize any substitution that is prohibited by the Subletting and Subcontracting Fair Practices Act.

#### 30. PRICING

Contractors shall provide itemized pricing. No aggregate bids will be considered. The bid must state the amount for which the contractor offers to supply all labor, materials, equipment, tools, transportation, services and applicable taxes to perform all work specified. Bids shall not contain any conditions, limitations or provisions for the work to be done. Alternative bids will not be considered unless requested. The contractor shall set forth for each item of work, in clearly legible figures, a unit item price and a total for each item in the respective spaces provided. In case of a variation between the unit price and the totals shown by the contractor, the unit price will take precedence. In case of discrepancy between the numerical lump sum price and the written lump sum price, the written lump sum price shall prevail.

## 31. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts set forth in the bid will be deemed and held to include any such taxes that may be applicable. Bidder acknowledges and agrees that OCFA shall not be responsible for the payment of any increase in any Sales Tax, Use Tax, or any other tax that takes effect after award.

#### 32. COMPLIANCE WITH LAWS

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

#### 33. CRITERIA FOR EVALUATION AND AWARD

The OCFA will award the contract to the lowest responsive, responsible bidder as required by law. The OCFA evaluates three categories of information: responsiveness, responsibility, and price. Bids must meet the following responsiveness and responsibility criteria in order to be considered for award:

a) <u>RESPONSIVENESS</u>: OCFA will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The OCFA will reject any bids that are submitted late. Failure to meet the specifications, project timeline, product availability, or other requirements may result in rejection.

#### Orange County Fire Authority

- b) <u>RESPONSIBILITY</u>: OCFA will determine whether the bidder is one with whom it can or should do business. Factors that OCFA may evaluate to determine whether a contractor is a "responsible bidder" for purposes of the Public Contract Code include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws including tax laws, business standing, bidder's record of performance and integrity e.g. has the bidder been delinquent or unfaithful to any contract with OCFA, whether the bidder is qualified legally to contract with the OCFA, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the OCFA, to ensure performance of the contract and must provide proof upon request. OCFA staff may also use Dun & Bradstreet and/or any generally available industry information to assist in making such determinations. The OCFA reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors, and by submitting a bid, bidder consents thereto. The OCFA will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- c) <u>PRICE:</u> OCFA will then evaluate bids that have met the requirements above for price, quality of product, life cycle cost, maintenance, warranty, etc.

### 34. GROUNDS FOR DISQUALIFICATION

OCFA may disqualify a submittal for any of the following reasons:

- Contact regarding this procurement is made with any OCFA Director, officer or employee other than those in the Purchasing Department from the time of issuance until the end of the dispute period;
- Evidence of collusion, directly or indirectly, among bidders regarding the amount, terms, or conditions of this solicitation is found;
- Evidence of submitting incorrect information in the response to this solicitation or misrepresenting or failing to disclose material facts during the award process is found;
- Submittal of added terms, conditions, or agreements with the bid document;
- Offering of gifts or souvenirs, even of minimal value, to OCFA Directors, officers or employees;
- The existence of any lawsuit, unresolved contractual claim or dispute between the Bidder and OCFA;
- Evidence of the Bidder's inability to successfully complete the responsibilities and obligations of the bid is found;
- Bidder's default under any OCFA agreement.
- No bidder shall be allowed to make, submit or be interested in more than one bid. No person, firm, corporation, or other entity may submit a sub-proposal to a bidder, or quote prices of materials to a bidder when also submitting as a prime on the same project.

#### 35. PUBLIC RECORD

All bids submitted in response to this IFB shall become the property of OCFA and shall become a matter of public record available for review when required by law, including but not limited to the California Public Records Act.

## 36. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to OCFA all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

#### **37. INSURANCE**

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents, including but not limited to the General Conditions. Failure to do so may result in forfeiture of the bid guarantee. No time extensions or extra payments shall be made to contractor for delays it may encounter in obtaining such coverage.

Contractor shall not commence work under the agreement until he/she has obtained all required insurance, including any and all endorsements, and the insurance has been approved by the OCFA as to form, amount, and carrier, nor shall Contractor allow any subcontractor to commence any work until all insurance required of the subcontractor has been obtained and approved.

### 38. NOTICE OF INTENT TO AWARD/EXECUTION OF CONTRACT

A notification of OCFA's intent to award contract ("Notice of Intent to Award") will be sent to the successful Offeror(s). Following receipt of the Notice of Intent to Award, and within fourteen (14) calendar days of the notice, the successful Offeror(s) shall complete and/or submit the items listed in Exhibit 4A: Transmittal Page – Bid Award Documents to the Purchasing & Materials Manager or designee.

The successful contractor or any designated subcontractors shall not perform any work on the project prior to attending the pre-construction conference and executing the appropriate certification. In case of failure of the Offeror(s) to execute and return all required documents in a form satisfactory to OCFA and within the time allowed, the OCFA may, at its option, consider that the Offeror(s) has/have abandoned the contract.

## **39. SUBSTITUTION OF SECURITIES**

In conformance with Public Contract Code Section 22300, which is incorporated herein by this reference, the Contractor may substitute securities for any monies retained by the OCFA to ensure performance under the Contract or, in the alternative, may request payment of retention earned directly to an escrow agent.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the OCFA, with a State or Federally chartered bank as the escrow agent or require the OCFA to deposit 5% of each progress payment with the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the OCFA pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the OCFA approved securities with the escrow agent, the escrow agent shall notify the OCFA within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities and/or cash to be submitted for OCFA approval, and to be held in the escrow account to meet the Contractor's obligations. The escrow agent shall hold said securities until such time as the escrow agent receives written notification from the OCFA that the Contractor has satisfactorily completed his Contract obligations.

The type of securities deposited and the method of release shall be approved by the OCFA's Office of General Counsel.

If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion, if no stop notices have been filed. The OCFA may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of the cumulative amounts identified in all stop notices.

40 AWARD AND EXECUTION OF CONTRACT. If a bid bond is submitted with a 10% of Bid designation for the amount as noted in the OCFA Approved Bid Bond form, a revised Bid Bond with numerical dollar values, both in words and with digits, shall be submitted to the OCFA within three (3) working days of bid opening.

Within seven (7) calendar days after the date of the Notice of Apparent Low Bidder, the Contractor shall execute and return the following documents to the OCFA:

- All required evidence of insurance •
- Two (2) Original Signed Contract Agreements •

Within fourteen (14) calendar days after the date of the Notice of Award, the Contractor shall execute and return the following documents to the OCFA:

.

•

- Faithful Performance Bond
- •
- Material and Labor Bond
- **Construction Schedule** •
- **Traffic Control Plan**

- Water Pollution Control Plan
- Form W-9
- **Encroachment Permit Application**
- **Construction Materials Submittals**

#### FAILURE TO COMPLY WITH ALL OF THE ABOVE WILL RESULT IN ANNULMENT OF THE AWARD AND FORFEITURE OF THE PROPOSAL GUARANTEE AT THE SOLE DISCRETION OF OCFA.

The Contract Agreement shall not be considered binding upon the OCFA until executed by the authorized OCFA officials.

Orange County Fire Authority

Solicitation No. RO2516

#### **3A: TRANSMITTAL PAGE**

TO: Orange County Fire Authority

FROM:

Neuroth Construction Inc.

(Legal Name of Contractor)

PROJECT: TENANT IMPROVEMENTS AT OCFA FIRE STATIONS 32 AND 53

The contractor will accept in full payment for the work specified herein the following total lump sum amount, inclusive of all applicable taxes and markup (transferred from Exhibit 3J: Bid Sheets):

BID	LU	MP	SU	M:

NUMERICAL:

WRITTEN:

Sand Kindred Adata Seran 7 227 Seven hundred to seven thousand two hundred twenty seven

#### **ACKNOWLEDGMENT OF ADDENDA:**

No.:	1	Dated:	Sep. 30, 2021	No.:	Date	d:
No.:		Dated:		No.:	Date	d:

#### **BIDDER'S CHECKLIST:**

Bidder certifies that the following d Transmittal Page (Exhibit 3A)	Ocuments are included in its Bid:         Image: I	☑ Project Approach and Schedule (Exhibit 3K)		
⊠ Bidder's Bond (Exhibit 3B)	⊠ Designation of Sureties (Exhibit 3G)	<sup>™</sup> List of Project References (Exhibit 3L)		
Certification of Bid (Exhibit 3C)	Bidder's Certification of Compliance with Insurance Requirements (Exhibit 3H)	♥ Qualifications Questionnaire (Exhibit 3M)		
区 Contractor's Licensing Statement <i>(Exhibit 3D)</i>	☑ Certification of Site Examination (Exhibit 3I)	☑ Party and Participant Disclosure Forms ( <i>Exhibit 3N</i> )		
Ø Non-Collusion Affidavit (Exhibit 3E)	Bid Sheets (Exhibit 3J)			
MINIMUM QUALIFICATIONS:				
Bidder Meets the Minimum Qualifications as follows:				
CSLB License #: 10623	CO Expiration:	06/30/2022		

<b>DIR Registration</b>		-		
	育PW-LR.10006	66197 Expiration:	06/30/2022	
Number of Years of		12 years		

The 1

Pob Neuroth

SIGNATURE OF CONTRACTOR:

PRINTED NAME:

TITLE: President

#### **3B: BIDDER'S BOND**

(10% of Agreement Price)

Bidders must use this form, NOT a surety company form

#### KNOW ALL PERSONS BY THESE PRESENTS:

North American Specialty

That the undersigned, Neuroth Construction Inc. as Principal ("Principal"), and Insurance Company as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of New Hampshire and authorized to do business as a surety in the State of California, are held and bound unto the Orange County Fire Authority ("OCFA") of Orange County, State of California as Obligee, in the sum of Ten Percent of Bid AmountDollars (\$ 10% ) lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

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

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

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

If the OCFA awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (180) days after the date of the bid opening.

#### [Signature Page Follows]

**Orange County Fire Authority** 

Solicitation No. RO2516

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the <u>8th</u> day of <u>October</u>, 2021 accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract:

#### **CONTRACTOR:**

(Affix Corporate Seal)

Neuroth Construction Inc.	
Principal	
The the	
By	

Rob Neuroth President

**Print Name and Title of Signatory** 

SURETY: (Affix Corporate Seal)

North American Specialty Insurance Company			
Surety			

By Lawrence F. McMahon, Attorney-in-Fact

Alliant Insurance Services, Inc. Name of California Agent of Surety

701 B Street, 6th Floor, San Diego, CA 92101 Address of California Agent of Surety

(619) 238-1828

Telephone Number of California Agent of Surety

Attach Notary acknowledgments for all signatures. Attach Power of Attorney Attach Power of Attorney if executed by Attorney-in-Fact. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

#### North American Specialty Insurance Company - Digital Seal

This Digital Seal is being provided in lieu of a physical corporate seal to accomodate extraordinary circumstances.		
The Digital Seal has been designated for a single use on a specific Bond, described as follows:		
Type of Bond: Bid_✔_ Performance/Payment Other (specify)		
Bond Number (not required on bid bonds) N/A		
Penal Sum of Bond or Bid Penalty Percentage 10%		
Principal Name Neuroth Construction Inc.		
Obligee Name Orange County Fire Authority		
Date of Bond October 8, 2021		

As part of business continuity efforts during the ongoing COVID-19 pandemic, North American Specialty Insurance Company has authorized the use of this Digital Seal for the execution of this Bond. North American Specialty Insurance Company agrees and affirms that this Digital Seal is deemed affixed to the Bond described above with the same force and effect as a physical corporate seal.



Agency ID# 5001860

Verification Service Available

The validity of this Digital Seal can be verified by sending an email to Surety\_Forms@swissre.com. Please include the basic Bond information found on this Digital Seal and the Agency ID number in the inquiry. A response will be provided by the conclusion of the next business day.

	ed, and not the truthfulness, accuracy or validity of that document.
STATE OF CALIFORNIA	١
County of San Diego	Ĵ
OCT 0 8 2021	
on before me, Sala	h Myers . Notary Public nsert Name of Notary exactly as it appears on the official seal
personally appeared Lawrence F. McMahon	Name(s) of Signer(s)
SARAH MYERS Notary Public - California San Diego County Commission # 2314482	who proved to me on the basis of satisfactory evidence to be the person (#) whose name (#) is/#/# subscribed to the within instrument and acknowledged to me that he/#//#//#/# executed the same in his///#///#/#/ authorized capacity(##/ and that by his//##/#### signature(#) on the instrument the person (#), or the entity upon behalf of which the person (#) acted, executed the instrument.
My Comm. Expires Nov 30, 2023	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	Witness my hand and official seal.
Place Notary Seal Above	Signature Signature of Notary Public Sarah Myers
(	OPTIONAL
(	Signature of Notary Auble Sarah Myers
Though the information below is not required by and could prevent fraudulent removal Description of Attached Document Title or Type of Document:	Description of Notary Autor Sarah Myers
Though the information below is not required by and could prevent fraudulent removal Description of Attached Document Title or Type of Document: Document Date:	OPTIONAL
Though the information below is not required by and could prevent fraudulent removal Description of Attached Document	Description of Notary Autor Sarah Myers
Though the information below is not required by and could prevent fraudulent removal Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s)	Signature of Notary Autor Sarah Myers OPTIONAL Iaw, it may prove valuable to persons relying on the document and reattachment of the form to another document. Number of Pages:
Though the information below is not required by and could prevent fraudulent removal Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name.	Signer's Name:
Though the information below is not required by and could prevent fraudulent removal Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name. Individual Corporate Officer — Title(s):	Signature of Notary Audic Sarah Myers OPTIONAL I aw, it may prove valuable to persons relying on the document and reattachment of the form to another document. Number of Pages: Signer's Name: Individual Corporate Officer — Title(s):
Though the information below is not required by and could prevent fraudulent removal Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name. Individual Corporate Officer — Title(s): Partner	Signature of Notary Audic Sarah Myers OPTIONAL I aw, it may prove valuable to persons relying on the document and reattachment of the form to another document. Number of Pages: Number of Pages: Signer's Name: Corporate Officer — Title(s): Partner □ Limited □ General
Though the information below is not required by and could prevent fraudulent removal Description of Attached Document Title or Type of Document: Document Date: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name. Individual Corporate Officer — Title(s): Partner ☐ Limited ☐ General Attorney in Fact	Signature of Notary Audic       Sarah Myers         OPTIONAL
Though the information below is not required by and could prevent fraudulent removal         Description of Attached Document         Title or Type of Document:         Document Date:         Signer(s) Other Than Named Above:         Capacity(ies) Claimed by Signer(s)         Signer's Name.         Individual         Corporate Officer — Title(s):         Partner         Limited         General         Attorney in Fact         Trustee	Signature of Notary Audic       Sarah Myers         OPTIONAL
Though the information below is not required by and could prevent fraudulent removal         Description of Attached Document         Title or Type of Document:         Document Date:         Signer(s) Other Than Named Above:         Capacity(ies) Claimed by Signer(s)         Signer's Name.         Individual         Corporate Officer         Partner         Limited         General         Mattorney in Fact         Trustee	Signature of Notary Audic       Sarah Myers         OPTIONAL
Though the information below is not required by and could prevent fraudulent removal         Description of Attached Document         Title or Type of Document:         Document Date:         Signer(s) Other Than Named Above:         Capacity(ies) Claimed by Signer(s)         Signer's Name.         Individual         Corporate Officer — Title(s):         Partner         Limited         General         Attorney in Fact         Trustee         Guardian or Conservator	Signature of Notary Audic       Sarah Myers         OPTIONAL

#### SWISS RE CORPORATE SOLUTIONS

#### NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

#### **GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

#### LAWRENCE F. McMAHON, MARIA V. GUISE, SARAH MYERS, JANICE MARTIN

#### JAMES DANIEL CASTLE AND MARIA HALLMARK

#### JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12 day of JANUARY ,2018 .

#### North American Specialty Insurance Company Washington International Insurance Company

State of Illinois SS: County of Cook

On this 12 day of JANUARY, 2018, before me, a Notary Public personally appeared <u>Steven P. Anderson</u>, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

of North American Specialty Insurance Company and Washington I. Jeffrey Goldberg \_\_\_\_\_ the duly elected Assistant Secretary International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of

20 21

October

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

#### **3C: CERTIFICATION OF BID**

In responding to IFB R02516 – TENANT IMPROVEMENTS AT OCFA FIRE STATIONS 32 AND 53, the undersigned Bidder(s) certifies the following:

1. Bidder agrees to provide all necessary labor, materials, equipment, and services to OCFA per the specifications contained herein and that all furnished labor is able to work in harmony with all other elements of labor employed or to be employed on the work.

2. Bidder further agrees to the terms and conditions specified herein, the following terms and conditions that are a part of this IFB, and the resulting Construction Services Agreement. <u>If there are any exceptions to or deviations from the terms of the Contract Documents (Section 4), they must be stated in an attachment included with the bid</u>. Where Bidder wishes to propose alternatives to the OCFA's contractual requirements, these should be thoroughly explained. 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. If no contractual exceptions are noted, Bidder will be deemed to have accepted the form of the contract requirements set forth in Section 4.

**3.** The Bidder hereby certifies that the individual signing the submittal is an authorized agent for the Bidder and has the OCFA to legally bind the Bidder to the Contract.

4. The undersigned has reviewed the work outlined in the documents and fully understands the scope of work required, understands the construction and project management function(s) as described, and that each contractor who is awarded a contract shall be in fact the prime contractor, not a subcontractor, to the OCFA, and agrees that its offer, if accepted by the OCFA, will be the basis for the contractor to enter into a contract with the OCFA.

5. The undersigned had notified the OCFA in writing any discrepancies or omission or of any doubt, questions, or ambiguities about the meaning of any of the IFB documents.

6. By submitting this Offer Form and signing below, the liquidated damages clause of the Agreement is hereby acknowledged.

7. It is understood that the OCFA reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days.

8. Contractor expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code,§12650 et seq.), the OCFA will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the contractor may be subject to criminal prosecution.

**9.** Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in Government Code Section 12940. Bidder certifies that it does not discriminate in its employment with regard to the factors set forth in Labor Code Section 1735; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

**10.** The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager: (1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (2) has not been suspended, debarred, voluntarily excluded or determined ineligible by

#### Orange County Fire Authority

any Federal agency within the past 3 years; (3) does not have a proposed debarment pending; and (4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

#### To the Orange County Fire Authority:

Contractor hereby certifies to the OCFA that all representations, certifications, and statements made by the contractor, as set forth in this offer form, are true and correct and are made under penalty of perjury. The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

LEGAL NAME OF CONTRACTOR: Neuroth	a Construction Inc.
SIGNATURE OF CONTRACTOR:	MA
PRINTED NAME: Robert Neuroth	TITLE: President
CONTRACTOR ADDRESS: 2927 RAN	CHO VACADA
CITY: Carlsbad ST	ATE: <u>CA</u> ZIP CODE: <u>97004</u>
IF CONTRACTOR IS A CORPORATION, AFFIX CON	RPORATE SEAL AND COMPLETE THE FOLLOWING:
NAME OF CORPORATION: Neuroth	Construction Inc
DATE OF INCORPORATION: 04/07/2021	/
PRESIDENT: Pab Neuroth	TREASURER: Lib Neworth
SECRETARY: Mais Noroth	TREASURER: Lib Nevroth MANAGER: Ed Harro
SUBSCRIBED AND SWORN TO BEFORE ME	BY Rol No. oth Trent
THIS 14th DAY OF OCTOBER 2021 Michael Memley, NOTARY PUBLIC	(Print Name) ~ ///
(Signature of Notary Public)	(Signature)
(Attach Jurat)	TITLE Prisident

(SEAL)

(SEAL)

# JURAT

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

State of California

County of ORANCE

Subscribed and sworn to (or affirmed) before me on this 14H day of OCTOBER

20 21 by ROBERT NEUROTH

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Member, NOTARY PUBLIC Signature



#### **OPTIONAL INFORMATION**

#### INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
  - Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
  - Print the name(s) of the document signer(s) who personally appear at the time of notarization.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
    - Additional information Is not required but could help to ensure this jurat is not misused or attached to a different document.
    - Indicate title or type of attached document, number of pages and date.
- · Securely attach this document to the signed document with a staple.

DESCRIPTION OF THE ATTACHED DOCUMENT

CERTIFICATION OF BID (Tille or description of allached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date 10-14-2021

Additional information

Orange County Fire Authority

#### **3D: NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA

COUNTY OF ORANGE ) SS

In conformance with Public Contract Code Section 7106, the party making the foregoing bid declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, 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 bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on  $\frac{10/14/21}{[date]}$  [date], at <u>forme</u> [city], <u>(A</u> [state]."

Signed the MA fel

Subscribed and sworn to before me this <u>1442</u> day of <u>octOBER</u>,2021. Michael Member, NOTARY PUBLIC

Signature of Notary Public

(SEAL)

See Attached Notarial Certificate

# JURAT

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

State of California

County of DRANGE

Subscribed and sworn to (or affirmed) before me on this 14th day of OCTOBER

20.21 by ROBERT NEUROTH

proved to me on the basis of satisfactory evidence to be the person(<del>s)</del> who appeared before me.

NOTARY PUBLIC Signature



#### **OPTIONAL INFORMATION**

DESCRIPTION OF THE ATTACHED DOCUMENT

NON-COLCUSION AFFIDAUIT (Tille or description of attached document)

(Tille or description of attached document continued)

Number of Pages \_\_\_\_ Document Date 10-14-202/

Additional information

#### INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

#### **3E: CONTRACTOR'S LICENSING CERTIFICATION**

If the contractor is a sole proprietorship or another entity that does business under a fictitious name, the bid 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. If the bid is submitted by a corporation, 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 bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties.

The undersigned certifies that the contractor is licensed in accordance with the laws of the State of California to do the type of work required. Contractor further certifies that it is regularly engaged in the general class and type of work called for in this Request for Informal Bid. The successful contractor and subcontractors are required to hold the State of California Contractor's License(s) and DIR registration as required by SB854. Please complete and/or provide all requested information.

CONTRACTOR'S LICENSE NO:	1067300	CLASS:	B	EXPIRATION:	06/20/2022
CA DIR REGISTRATI	ON NUMBER:	W-LR-100066	6197	EXPIRATION:	06/30/2022
CONTRACTOR TELE					
BUSINESS ADDRESS	5: 2927 RAY	ICHO VACADA	, Carbb	ad, (A 9200	4
LENGTH OF TIME IN	BUSINESS: 240	6			
LENGTH OF TIME AT					
NUMBER OF EMPLO	YEES:		OF CURRE	INT CLIENTS:	1
If the contractor operation	tes as a sole propriet	orship: NA			
NAME OF INDIVIDUA	L CONTRACTOR:				
SIGNATURE OF OWN	IER:				
BUSINESS ADDRESS					
15.11					
If the contractor operation <b>NAME OF FIRM</b> :	les under a partnersi	nip: NA			
		PARTN	FR TITI F	•	
PARTNER ADDRESS					
			and an and a start of the start		
SIGNATURE OF PAR					
PARTNER NAME:		PARTN	ER TITLE	:	
PARTNER ADDRESS					
SIGNATURE OF PAR			******		

Orange County Fire Authority

Solicitation No. RO2516

If contractor operates under a corporation:

NAME OF CORPORATION: Num	the Construction Inc.
CORPORATION ORGANIZED UNDER THE	E LAWS OF THE STATE OF CALIFORNIA:
Jai The	SIGNATURE OF CORPORATION PRESIDENT
fat Yux	SIGNATURE OF THE CORPORATION SECRETARY
	DATE 10/13/21
Management person responsible for dire	ct contact with OCFA:
NAME: Reb Nouroth	TITLE: Product
TELEPHONE: 5/7 652-3/56	E-MAIL: rob. newroth & newrothconstruction. co.
Person responsible for the day-to-day se	rvicing of the account/project.
NAME: Ed Harn	TITLE: Project Manager
TELEPHONE: (951) 410-9775	E-MAIL: ed harn Q neurothconstruction com
SUBSCRIBED AND SWORN TO BEFORE ME THIS <u>1474</u> DAY OF <u>OCTOBER</u> 20 <u>3</u> <u>Michael Member</u> , <u>NOTARY PUBLIC</u> (Signature of Notary Public) (Attach Jurat)	

(SEAL)

(SEAL)

See Attached Notarial Certificate

JURAT				
	oleting this certificate verifies only the identity of ent to which this certificate is attached, and not of that document.			
State of California				
County of ORANGE	_			
Subscribed and sworn to (or affirmed)	before me on this <u>1474</u> day of <u>OCTOBER</u> ,			
2021 by ROBERT NEURO	TH.			
proved to me on the basis of satisfactor before me.	ory evidence to be the person(e) who appeared			
Michael Memly, NOTAR/P Signature	UBLIC (Seal)			
OPTIONAL INFORMATION	INSTRUCTIONS			
DESCRIPTION OF THE ATTACHED DOCUMENT	The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously <i>Year</i> signed, it must be re-signed in front of the notary public during the jurat process.			
(Title or description of attached document continued)	<ul> <li>State and county information must be the state and county where the document signer(s) personally appeared before the notary public.</li> <li>Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is</li> </ul>			
Number of Pages Document Date <u>/ 0 - 14 - 2</u>	<ul> <li>C/2/ completed.</li> <li>Print the name(s) of the document signer(s) who personally appear at the time of notarization.</li> </ul>			
Additional information	<ul> <li>Signature of the notary public must match the signature on file with the office of the county clerk,</li> <li>The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.</li> <li>Additional information Is not required but could help to ensure this jurat is not misused or attached to a</li> </ul>			

#### CERTIFICATE OF ADOPTION OF BYLAWS OF NEUROTH CONSTRUCTION INC.

#### a California corporation

### CERTIFICATE BY SECRETARY

#### I DO HEREBY CERTIFY AS FOLLOWS:

That I am the duly elected, qualified and acting Secretary of Neuroth Construction, Inc. that the foregoing Bylaws were adopted as the Bylaws of said corporation on the date set forth below by the Directors of said corporation.

Executed this 7th day of April, 2020, at Carlsbad, California.

Robert Neuroth, Secretary

2753.002/3K35297.cao

[Affix Corporate Seal]

## **3F: PROPOSED SUBCONTRACTORS**

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., Bidder must clearly set forth the name and location of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of bidder's total bid and the kind of work that each will perform. This is to include any subcontractor that will specially fabricate and install a portion of work according to detailed drawings contained in the plans and specifications in the amount greater than one half of one percent (.05%) of the Contractor's total bid.

Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if bidder fails to list as to any portion of work, or if bidder lists more than one subcontractor to perform the same portion of work (i.e. bidder must indicate what portion of the work each subcontractor will perform), bidder must perform that portion itself or be subjected to penalty under applicable law. If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, Bidder must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of bidder's total bid, including alternates.

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

Subcontractor Name	Wakeland Electric, Inc.
Address	18510 Pasadena St Ste G
DIR Registration No.	1000580743 CSLB No. 1063245 Class C-10
Phone	951 399 0987 Email chandrald wakelandelectre, con
Percent of Total Contract	10 7.
Specific Scope of Work	Electerical
Subcontractor Name	KD ALOUSTOS
Address	114 E. Airport Drive, Suite III SAN BERNADO, CA 9240
DIR Registration No.	1000001644 CSLB No. 756879 Class B, 6-2, 610
Phone	951 682 6123 Email Kilaroustris @solglabul. net
Percent of Total Contract	17.
Specific Scope of Work	Acoustic Certing
Subcontractor Name	Pro Spectra Flooring
Address	17405 B Valley View Ave. Corritos, CA 80703
DIR Registration No.	1000002610 CSLB No. 740392 Class C15
Phone	706 532 4641 Email a dam, Kate@spectacf.com
Percent of Total Contract	47.
Specific Scope of Work	Flooring
Subcontractor Name	Contractual Murble + Tile Company
Address	2460 Anselmo Drive, Cerena, CA 92879
DIR Registration No.	100000 2594 CSLB No. 394 Class 6-54
Phone	951 264-1776 Email jobn ( ) cont nontal much little cu-
Percent of Total Contract	37.
Specific Scope of Work	Tikrotk
Subcontractor Name	Tri- County Construction
Address	/ league DO Box 62411 Irving, CA 97602
DIR Registration No.	1000629469 CSLB No. 1056098 Class 6 33/15/0
Phone	714 920 6195 Email john@paint blastus. con
Percent of Total Contract	, 05 %.
Specific Scope of Work	Ruinting

# **3F: PROPOSED SUBCONTRACTORS**

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Subcontractor Name	HCI Syst.	ims Inc.			
Address	1354 S. Parks		Mario, CA 91	761	
DIR Registration No.	10000000 46	CSLB No.	905 493	Class	10/1/16
Phone	871 331 2084	Email	Klava@ heis	vstems, ne	ť
Percent of Total Contract	77.			,	
Specific Scope of Work	Fire Alarm + 5	prinkler			
Subcontractor Name	Preffired Spe	ties Conste	Netion Specialities		
Address	2841 Saturn	ST SUILE	Bicc, CA	92821	
DIR Registration No.	1000001530	CSLB No.	707596	Class	Ci/034
Phone	714 528 -4300	Email	estimating @p	neferred space	wilties icon
Percent of Total Contract	1.4%		<i>,</i>	,	
Specific Scope of Work	Bathroom Access	ories / Parton	L		
Subcontractor Name	Riverstone	Construction	IAC		
Address			Bernadine , CA	12404	
DIR Registration No.		CSLB No.		Class	B
Phone	909 910 4503	Email			
Percent of Total Contract	df y				
Specific Scope of Work	Concrete Demo 1	A			
Subcontractor Name	shurtliff dr	ywall lac.			
Address	2701 Calul	levos RA.	Norco, CA 91	7860	-
DIR Registration No.	100006160	CSLB No.	550018	Class	(-9
Phone	909 702 4764	Email	Shortleff drywa	11 (D gman).	lon
Percent of Total Contract	11%				
Specific Scope of Work	Framing / dry	wall ins-lation	t		
Subcontractor Name	Plumbing	Commercial	Innovations		
Address	43020 Blacke	ler Loop	# 204 Tenece	la, CA	92590
DIR Registration No.	1000788254	CSLB No.			AB LIGC
Phone	951 414 4848	Email	estimating @	PCI - Cor	pinc.ion
Percent of Total Contract	8%				
Specific Scope of Work	Plumbing				

iv

# **3F: PROPOSED SUBCONTRACTORS**

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., Bidder must clearly set forth the name and location of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of bidder's total bid and the kind of work that each will perform. This is to include any subcontractor that will specially fabricate and install a portion of work according to detailed drawings contained in the plans and specifications in the amount greater than one half of one percent (.05%) of the Contractor's total bid.

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

Subcontractor Name	OST Double Play Gla	455 10	Double Play Glass Ind. Inc. Ind. CA 92024
Address	240 Privar Pl.	ALL ESCOND	dido, CA 92029
DIR Registration No.	Z40 PAUMAN PL	CSLB No.	941941 Class B/Ch
Phone	76: 591-7900	Email	evante dueble playalass.com
Percent of Total Contract	87.	3	
Specific Scope of Work	(Dors Hordware)	Glazing	
Subcontractor Name	Sphere Me.	chanical a	é-p
Address	255 Trade S	H. Sun P	Marus, (A 92018
DIR Registration No.	10000 63099	CSLB No.	1047691 Class CZO
Phone	949 973 5053	Email	thomas @ Sphere Mich win
Percent of Total Contract	4%		
Specific Scope of Work	Muchanicalle	WAC	
Subcontractor Name	Newstar Co.	nstruction Ser	vies
Address	BOT E. DIA	ngetherize 1	Ave. B Anaham, CA 92801 1237776 Class C-6
DIR Registration No.	1000056859	CSLB No.	1837776 Class C-6
Phone	714 441 0070	Email	Deshoy agoldstand grail tom
Percent of Total Contract	67		
Specific Scope of Work	Collowith		
Subcontractor Name			
Address			
DIR Registration No.		CSLB No.	Class
Phone		Email	
Percent of Total Contract			
Specific Scope of Work			
Subcontractor Name			
Address			
DIR Registration No.		CSLB No.	Class
Phone		Email	
Percent of Total Contract			
Specific Scope of Work			

# **3G: DESIGNATION OF SURETIES**

The following are the names, addresses and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds.

Name	Alliant Insurance Services, Inc.
Address	701 B Street 6th Floor SAN Diego, CA 92101
Phone No.	858 472 5547
Name	
Address	
Phone No.	
Name	
Address	
Phone No.	
Name	
Address	
Phone No.	

## **3H: BIDDER'S CERTIFICATION OF COMPLIANCE WITH** INSURANCE REQUIREMENTS FOR PUBLIC WORKS CONSTRUCTION

BIDDER agrees, acknowledges and is fully aware of the insurance requirements as specified in the INSTRUCTIONS TO BIDDERS FOR TENANT IMPROVEMENTS AT OCFA FIRE STATIONS 32 AND 53 AND IN THE SPECIAL PROVISIONS FOR TENANT IMPROVEMENTS AT OCFA FIRE STATIONS 32 AND 53 and accepts all conditions and requirements contained therein.

BIDDER acknowledges that ACORD forms will not be accepted when policy forms or endorsements are required.

BIDDER acknowledges that some insurance companies may be unwilling to issue all of the policy coverage and endorsements required in the conditions and requirements. It is BIDDER's responsibility to ensure that it will be able to provide evidence of all required types and amounts of insurance and all policy endorsements required hereunder.

BIDDER represents and warrants that, prior to signing below, BIDDER has confirmed with BIDDER's insurer(s) or insurance broker(s) that all required evidence of the types and amounts of insurance, and all required endorsements of insurance coverage, will be timely provided to OCFA in accordance with the conditions and requirements. Failure to provide all required evidence of insurance and endorsements when required will constitute a material breach of the agreement.

Neuroth Construction Mr.

Bidder <u>Herlik hob showth</u> 10/13/21 By President

#### **3I: CERTIFICATION OF SITE EXAMINATION**

By signing below, Bidder certifies each of the following:

Bidder is fully informed of the conditions relating to the construction of the work and the 1. employment of labor thereon

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

Bidder has thoroughly examined the site for the work described herein and attended the 3. mandatory pre- bid inspection of the building(s) and site(s), conducted by the OCFA. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the bid.

Bidder has observed the designated Contractor work areas, material equipment storage areas, 4. access routes, as well as the ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed for such matters.

Bidder is competent, knowledgeable, and has special skills with respect to the nature, extent, and 5. inherent conditions of the work to be performed.

6. Bidder acknowledges that there are certain peculiar and inherent conditions existent in the construction of the work that may create, during the work, unusual or peculiar unsafe conditions hazardous to persons and property and expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the work with respect to such hazards.

#### To the Orange County Fire Authority:

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

Rob Neuroth Pasident

**Date of Site Examination:** 

**Company Name:** 

Signature:

Construction Inc.

Printed Name / Title of Company Representative:

Date:

# **3J: BID SHEETS**

<u>Cost Analysis</u>: The bid information is relevant to a determination of whether the pricing offered is fair and reasonable in light of the Scope of Services to be provided. Failure to submit the information in the format requested may result in the bid being deemed non-responsive.

Instructions: - Input your information in the blank cells as follows:

- Insert a description for each Line
- Insert the lump sum subtotal for each category
- Add all categories to arrive at the Project Grand Total

	CATEGORY I: Labor	
Line	Description	
1	Subcontractor Labor Cost Estimate	
	SUBTOTAL LABOR:	\$ 310,890.
	CATEGORY II: Permanent & Non-Permanent Materials	Supplies
Line	Description	
2	Material Cost Estimate (Subcontenton)	
	SUBTOTAL MATERIALS:	\$ 290,890
Departure	CATEGORY III: EQUIPMENT	
Line	Description	
3	funtal Equipment	
	SUBTOTAL EQUIPMENT:	\$ 10,000
	CATEGORY IV: OVERHEAD & INDIRECT COS	
Line	Description	
4	Durkad + Indivict Cost	
	SUBTOTAL OVERHEAD:	\$ 75,000
	PROJECT SUBTOTAL	5 8161161 100 8100 686 7
	CATEGORY V: PROFIT	
Line	Description	% Profit
5	Provide the percentage of the project subtotal (above) that will be assessed as profit:	Eller A Con X
	SUBTOTAL PROFIT (IN DOLLARS)	60,447
	CATEGORY VI: PERMITS/FEES	
Line	Description	Estimated Permits/Fees
6	Provide an estimate of the permits and fees for the project. These fees will be reimbursed at actual cost or may be paid directly to the regulating agency by OCFA.	NA BUMBAN MAR MARAMAN
	SUBTOTAL PERMITS/FEES	DOAN PATTY RN
	PROJECT GRAND TOTAL	5 747 727

# **3K: PROJECT APPROACH AND TIMELINE**

Failure to provide the information requested below may result in the bid being deemed non-responsive:

/1. Submit a Rough Construction Schedule. This will be the basis for the approved Construction Schedule.

/2. Submit a Rough Schedule of Values, including mobilization and field office costs, in a format consistent with AIA Document G703 – 1992. This will be the basis for the approved Schedule of Values.

3. Submit a narrative explanation of the proposed Construction Schedule and Schedule of Values. The narrative should include project phases and major project milestones.

<u>Schedule</u> Provided as attachment to this proposal. The schedule provided is very conservative and Neuroth Construction Inc. plans to better this schedule. This project can be completed in just over 3 months if there are no delays in long lead procurement items that have been specified in this project. At this time however, all lead times have not been provided by the subcontractors, so the schedule has been built with reasonable time frames for procurement of material based on what have recently encountered. Upon award of the project, Neuroth Construction will ensure all subcontractor's provide lead times on all materials, and a revised schedule will be provided at that time. The following narrative provides an overview of the construction schedule.

## Phase 1- Submittal Process:

Neuroth Construction will identify all long lead items for the project that may have an impact on the schedule. The long lead items have been outlined in the schedule, to include: lighting package, plumbing fixtures, Doors/ Frames, Hardware, and mechanical equipment. In Phase 1 NCI will focus on getting these submittals processed as soon as possible and place the order on all approved material/ equipment. This will allow NCI to dial in on procurement dates and schedule accordingly. The goal is to have all long lead item submittals in 1 week after NTP, and all submittals provided 3 weeks after NTP. By processing submittals in a timely manner, NCI can help minimize the impact long lead items have on the schedule.

# Phase II Procurement of Material: (11/8-1/28)

NCI will procure all material in a timely manner that coorelates with the schedule. If there is reason to believe that material's may be difficult to procure during the project, the equipment and material may be stored onsite, prior to install, to ensure it is available when needed during the construction Process. All subcontractor's will be required to provide procurement times, and these will be relayed to the owner's representative to keep the owner informed of any impact to schedule.

## Phase III Mobilization/Demolition: 11/8-11/23

This Phase will be done concurrently with Phase1 and 2. Demolition will begin at both Bldg. 32 and 53 at the same time, unless requested otherwise by owner. NCI will have all applicable trades onsite to ensure proper safe-off is done, and to help identify any unforeseen conditions in the field. After completion of Demo, rough in will begin

# Phase IV Interior Rough-Ins: 11/24/21-1/11/22

Beginning with the framing of new walls, all rough in work will be completed in the scheduling sequence outlined in the schedule. NCI will coordinate all work with subcontractor's and provide a schedule that will allow a flow between the two stations. A key milestone for this work will be all rough in inspections are complete prior to closing of the walls.

## Phase V Interior Finishes:1/12/22-3/1/22

After all interior rough ins have been completed, and inspections have been made and signed off, NCI will close up all interior walls and begin finishes. All subcontractor's will be required to have material onsite to ensure the finishes are able to be completed by the scheduled date. At this time, NCI will begin working on the exterior improvements at Bldg 53.

## Phase VI Exterior Work (1/13/22- 1/27/22)

NCI will begin exterior work at Bldg 53 to start with demolition of exterior concrete and hardscape. NCI will do this concurrently with Phase V. The front entrance of the FS will be closed during this duration.

#### Phase VII Project Closeout (3/4/22-3/15/22)

This phase will consist of ensuring the owner is satisfied with all aspects of the project. NCI will require all subcontractors to correct any deficiencies identified in the finishes of the work. After all of NCI's punch list items have been completed owner's rep will inspect all of the site and provide owner's punchlist, if any items are identified. NCI will ensure all of these items are taken care of to the satisfaction of the owner. All closeout documentation to include: As-builts, O&M's, warranties will be turned over to the owner. After all has been completed NCI will issue request for final payment.

) Task M	lame	Duration	Start	Finish	2022 Nov '21 Dec '21 Jan '22 Feb '22 Mar '22
0 Vort		02.1	F-1 44 15 104	Tue 3/45/00	31         7         14         21         28         5         12         19         26         2         9         16         23         30         6         13         20         27         6
1016	ba Linda Fire Station 32 and 53	93 days	Fri 11/5/21	Tue 3/15/22	
	icurrent) econstruction	1 dav	Fri 11/5/21	Fri 11/5/21	п
	Receive notice to proceed and sign		Fri 11/5/21	Fri 11/5/21	s General
	contract				
	ng Lead Procurement	60 days		Fri 1/28/22	Mechanical
	Mechanical Equipment Submittal	2 wks	Mon 11/8/21	Fri 11/19/21	Topors Frames and Hardware
	Door Frames and Hardware Submittal	2 wks		Fri 11/19/21	Mechanical
	Mechanical Equipment Fabrication and Delivery	6 wks	Mon 11/22/21	Fri 12/31/21	
	Doors Frames and Hardware Fabrication	10 wks	Mon 11/22/21	Fri 1/28/22	Doors Frames and Hardware
8	Electrical Package Submittal	2 wks	Mon 11/8/21	Fri 11/19/21	Electric Contractor
9	Electrical Fabrication and Delivery	4 wks	Mon 11/22/21	Fri 12/17/21	Electrical
	obilize on Site	2 days	Mon 11/8/21		
	Mobilize Onsite	2 days	C	Tue 11/9/21	Tim General
	emo	13 days	Fri 11/5/21	Tue 11/23/21	
1	Safe-off	1 day	Fri 11/5/21	Fri 11/5/21	▶ MPE
	MEP Coordination of Demolition	1 day	Mon 11/8/21	Mon 11/8/21	MPE
	Interior Demolition	10 days		Fri 11/19/21	Temporter and Person
16	Demo Clean Up	2 days	Mon 11/22/21		Serve Demo
7 In	terior Rough Ins	48 days	Wed 11/24/21		
8	Underslab Plumbing	5 days	Wed 11/24/21		Plumber
19	Concrete Patchback	3 days	Wed 12/1/21		Concrete
20	Layout Walls	2 days	When the state of the state	Tue 12/7/21	The Drywaller
21	Frame Interior Walls	10 days	Wed 12/8/21		Drywaller
	Rough in Wall and Overhead Electrical	10 days	Wed 12/22/21	Tue 1/4/22	Electrician
23	Rough in Fire Alarm Conduit	5 days	Wed 1/5/22	Tue 1/11/22	Fire Alarm
4	Rough In Communications	5 days	Wed 1/12/22	Tue 1/18/22	Communications
!5	Rough in Fire Sprinkler	6 days	Wed 1/5/22	Wed 1/12/22	Fire Sprinkler
6	Rough In Wall Plumbing	8 days	Wed 1/19/22	Fri 1/28/22	Plumbing
7	Rough in Mechanical Duct	2 wks	Wed 12/22/21	Tue 1/4/22	HVAC Contractor
18	Insulation	3 days	Wed 1/5/22	Fri 1/7/22	insulater
29	Hang Drywall	5 days	Wed 1/5/22	Tue 1/11/22	Drywaller
30 In	terior Finishes	31 days	Mon 1/17/22	2/29/22	
	Tape and Finsh Drywall	10 days	Mon 1/17/22	Fri 1/28/22	Trywall
and a second	Task	(38)0789	Project	Summary	Manual Task Start-only E Deadline
oject: Yor	ba Linda Fire Station Split	*******	Inactive	Task	Duration-only Finish-only J Progress
ate: Wed 1		٠	Inactive	Milestone	Manual Summary Rollup External Tasks Manual Progress
	Summary			Summary	Manual Summary External Milestone
	Johnnary			,	Page 1

D	Task Name	Duratio	n Start	Finish	2022
					Nov'21         Dec'21         Jan '22         Feb '22         Mar '22           31         7         14         21         28         5         12         19         26         2         9         16         23         30         6         13         20         27         6         13
32	Prime and Paint First Coat	4 days	Mon 1/31	L/22 Thu 2/3/22	Painter Painter
33	Install Tbar Ceiling Grid	8 days	Fri 2/4/22	2 Tue 2/15/22	Acoustic Ceiling
34	Install HVAC Register's	5 days	Wed 2/16	5/22 Tue 2/22/22	HVAC Contractor
35	Install Fire Alarm Devices	5 days	Wed 2/23	3/22 Tue 3/1/22	Transmiss Fire Alarm
36	Install Lighting	10 day		5/22 Tue 3/1/22	Electrician
37	Tile Work in Restrooms	8 days	Fri 2/4/22	2 Tue 2/15/22	Tile Contractor
38	Plumbing finishes	5 days	7		Plumber
39	Complete Fire Sprinkler Drops an Heads	d 5 days	1 P. 1		Fire Sprinkler
40	Install Door Frames	8 days	Mon 1/3:	1/22 Wed 2/9/22	Doors Frames and Hardware
41	Flooring Prep and Install	8 days	Thu 2/10	/22 Mon 2/21/22	Flooring
42	Install Ceiling Tiles	8 days			Acoustic Ceiling
43	Wall touch up and final coat	5 days			Painter
44	Electrical Trim-Out	3 days			Electrician 👔
45	Restroom Accessories	3 days			The second se
46	Communications Trim-Out	3 days			Communicatio
47	Exterior Lanscape/ Concrete Work	11 day			
48	Demo of Concrete/ Hardscape	1 day	•	•	🚡 Mechanical
49	Form new concrete area	3 days			General
50	Install drains and signs at lot area			5655 <u>56666</u>	HVAC Contractor
51	Pour Concrete	2 days			HVAC Contractor
52	Backfill rock bed and plant tree	2 days			🚠 Electrical
53	Striping	1 day	Thu 1/27		The second s
55	Project Closeout	8 days			·
55	Contractor Punch Walk	1 day			🖉 General
56	Punch Corrections	3 days			All Trad
57	Owner Final Walk	1 day			
58	Owner Punch Walk Corrections	2 days			TO
59	Substantial Completion date	1 day			i Owne
60	Provide O&M's and Warranties	1 day			∦ Gene
61	Issue final request for payment	1 day			ă c
	Task			Project Summary	Manual Task Start-only L Deabline
	t: Yorba Linda Fire Station Split			Inactive Task	Duration-only Finish-only Progress
Date:	Wed 10/13/21 Milestone		\$	Inactive Milestone	Manual Summary Rollup External Tasks Manual Progress
	Summary		1	Inactive Summary	Manual Summary 1 External Milestone

CONTINUATION SHEET	
APPLICATION AND CERTIFICATION FOR PAYMENT, containing	
Contractor's signed certification is attached.	
In tabulations below, amounts are stated to the nearest dollar.	Yorba Linda FS 32 and 53 Draft SOV

Use Column 1 on Contracts where variable retainage for line items may

A	В	Τ	С	D		E	F		G		1	H.		1
ITEM NO.	DESCRIPTION OF WORK		SCHEDULED VALUE	WORK COM FROM PREVIOUS APPLICATION (D + E)		ETED HIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN		TOTAL COMPLETED ND STORED TO DATE	% (G ÷ C)		BALANCE TO FINISH (C - G)		ETAINAGE VARIABLE RATE)
		-	40.000		¢		D OR E)	-	(D+E+F)	09/	6		6	5%
1	Mobilization	\$	40,000		\$			\$	-	0%	3	-	\$	-
2	Office Overhead Costs	\$	50,000							004	3	-		
3	Demolition	\$	40,000		\$	-		\$	-	0%	\$	-	\$	-
4	Framing	\$	62,500		\$	~		\$	-	0%	\$	-	5	-
5	Drywall	\$	27,500		\$	-		\$	-	0%		-	\$	-
6	Electrical	\$	80,000		\$	~		\$	-	0%			\$	~
7	Mechanical	\$	50,000		\$	-		\$	-	0%	1	-	\$	-
8	Plumbing	\$	90,000		\$	-		\$	-	0%		-	\$	-
9	Fire Suppression	\$	20,000		\$	-		\$	-	0%	\$	-	\$	-
10	Fire Alarm	\$	35,000		\$	-		\$	-	0%		-	\$	-
11	Doors Frames and Hardware	\$	45,000		\$	-		\$	-	0%		-	\$	-
12	Windows	\$	17,500		\$	-		\$	-	0%		-	\$	-
13	Acoustic Ceiling	\$	10,000		\$	-		\$	-	0%		-	\$	-
14	Concrete/Exterior Landscape	\$	85,000		5	-		\$	~	0%		-	\$	-
15	Restroom Accessories	\$	12,000		\$	-		\$	-	0%		-	\$	-
16	Painting	\$	7,500		\$	-		\$		0%	\$	-	\$	-
17	Roofing	\$	2,500		\$	-		\$	-	0%	\$	-	\$	-
18	Flooring	\$	35,000		\$	-		\$	-	0%	\$	-	\$	
19	Tile Install	\$	30,000		\$	-				0%	\$	-		
20	Insulation	\$	2,227		\$	-				0%	\$	-		
21	Signage	\$	5,500		\$	-				0%	\$	-		
								\$	-	#DIV/0!	\$	-	\$	-
	TOTALS	5 \$	747,227.00	\$ -	\$	-	<b>\$</b> -	\$	-	0%	\$	-	\$	-

Waltres Subject to Change

PAGE OF PAGES

Draft

Draft

Draft

NA

APPLICATION NO:

PERIOD TO:

APPLICATION DATE:

CHITECT'S PROJECT NO:

## **3L: LIST OF PROJECT REFERENCES**

The Bidder must demonstrate knowledge of public construction techniques and must possess a working ability to perform a similar scope of construction work for other public agencies. The information provided below may be used to determine whether the bid is submitted by a "responsible bidder" for purposes of the Public Contract Code, as stated this IFB document. The OCFA expressly reserves the right to reject the bid of any bidder who has failed to complete three (3) similar projects of substantially the same type of work in a timely or satisfactory manner. Failure to provide the requested information may cause your bid to be rejected as non-responsive.

1. Submit the following information for three public agencies for which the Bidder has performed similar work within the past three (3) years:

- a) Agency Name
- b) Address
- c) Contact Name and Title
- d) Telephone Number
- e) Email Address
- f) Project Name
- g) Project Value
- h) Description of Scope of Work
- 2. References will be asked the following information:
  - a) Did the Contractor perform the work as agreed?
  - b) Did the Contractor perform the work within the allocated time frame?
  - c) Were you satisfied with the Contractor's performance
  - d) Would you recommend the Contractor for a future contract?
  - e) Did you have easy accessibility to the Contractor?

# **3L List of Project References:**

In the past 3 years, Neuroth Construction has completed multiple projects that are similar in scope to that of the OCFA Yorba Linda Fire Station 32 and 53. All of the listed projects were completed successfully, and the owner has been very satisfied with the services Neuroth Construction Inc. provided. References and Completed projects below:

## Client: Mira Costa College

<u>Owner Contact:</u> Tracy Gibson (email: <u>tgibson@miracosta.edu</u>) (phone: (760)415-0217) <u>Project:</u> SAN 1000 Science Building Renovation

# Contract Value: \$350,000

**Scope:** The scope of the work included 1600 sf renovation of Science building San 1000 remodel will consist of HVAC additions and upgrades, expansion of chemistry storage rooms, addition of Lab Associate office space, modifications to existing fume hoods, addition of compressed air in most locations, relocation of storage cabinets and epoxy flooring modifications per plans and specs. **Outcome:** As a result of having successfully managed and completed the above project, NCI was sole sourced two minor projects at the MCC Oceanside Campus. NCI established a great working relationship with MCC and will continue to do work for them in the future.

# Client: Cal State University San Marcos

Owner Contact: Steve Watters (email: swatters@csusm.edu) (phone: (760) 715-8538)

Project: Associated Students Inc. Food Pantry

# Contract Value: \$244,227

**Scope:** In general, the work consists of the renovation of ASI Food Pantry of 1200 sf of interior spaces to include new wall construction, door installation, lights, power/data and fire alarm with sprinklers, new flooring, New HVAC, and Plumbing Systems.

**Outcome:** Neuroth Construction has been asked to bid on projects that are not needed to be publicly bid upon. NCI established a relationship with CSUSM on all levels, and will continue to be asked to do future projects for the university. NCI requested that CSUSM provide a PPQ for the project, and all areas were exceptional.

# Client: City of Loma Linda

<u>Owner Contact</u>: Brian Bolger (email: <u>bbolger@lomalinda-ca.gov</u>) (phone: (909) 478-4270) <u>Project</u>: Renovation of Fire Station #251

# Contract Value: \$722,548

**Scope:** The work consists of renovation 2,400 sf. of existing fire station dorms and restrooms for the firemen. Scope included: demo, concrete, all MEP's, including underground utilities, framing, acoustic ceiling, tile, fire suppression, fire alarm, station alerting systems, as well as data and communications. **Outcome:** NCI has been awarded small projects that have not needed to be publicly bid upon. The owner has directly sent over city RFP's directly to NCI, to ensure that NCI is able to bid upon the new projects. Neuroth Construction has again established a great working relationship with a client that would like to continue to do business with NCI.

#### **3M: QUALIFICATIONS QUESTIONNAIRE**

The information and documents provided below may be used to determine the responsibility of Bidder's submittal, as stated in Section 33 of this IFB document. Failure to provide the requested information may cause your bid to be rejected as non-responsive.

- 1. Provide the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:
- 2. Provide the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal.
- 3. Provide all current and prior DBA's, aliases, and fictitious business names for any principal having an interest in this proposal.
- 4. For each violation of labor law determined by any Federal, State or local agency to have been committed by the Bidder or any principal having an interest in this proposal, identify any measures that have been imposed by, or agreed upon with, the Federal, State or local agency as punishment for past violations or to prevent future violations.
- State the title and date, and attach a copy of, each written threat, bid depository, claim, lawsuit, discipline or other written action by the Contractor State License Board against the Bidder or any principal having an interest in this proposal.
- 6. Identify the following information about each claim asserted against the Bidder or any principal having an interest in this proposal relating to industrial safety within the past eight (8) years: name of the agency/entity asserting the claim; the date of the claim; the date of the alleged violation giving rise to the claim; the claim number, if any. Attach a copy of the claim.
- 7. Has the Bidder or any principal having an interest in this proposal been disqualified from bidding on, or from finishing, any other public works project in the past 8 years? If so, for each such disqualification, identify: who was disqualified; which public agency disqualified; the date of the disqualification; the alleged basis for the disqualification;
- 8. Has the Bidder or any principal having an interest in this proposal: (a) filed (voluntarily or involuntarily) for bankruptcy protection; (b) been sued or arbitrated a dispute; been involved in a contract termination involving a public works project; or (c) failed to complete work required by a construction contract? If so, provide detailed information.
- 9. Please submit an attachment detailing the following information about all current projects:
  - a) Project Name
  - b) Description of Bidder's Work
  - c) Completion Date
  - d) Project Cost



# Tenant Improvements FS 32 and 53 Qualifications Questionnaire

- 1. Corporate Officers
  - a. President/ CEO- Robert Neuroth
    - i. Address: 2927 Rancho Vacada, Carlsbad, CA 92009
    - ii. Phone: (517) 652-3156
  - b. COO- Alexandra Neuroth
    - i. 2927 Rancho Vacada, Carlsbad, CA 92009
    - ii. Phone: (949) 228-2353
- 2. Bankruptcy Judgements- NA
- 3. <u>DBA's:</u>
  - a. Neuroth Construction Inc. is the only name that Neuroth Construction Inc. has operated under.
- 4. Labor Law- NA
- 5. CSLB Claims- NA
- 6. Safety Claims- NA
- 7. Disqualification- NA
- 8. Suits, Bankruptcy claims, etc.. NA
- 9. Current Projects
  - a. Loma Linda Fire Station #251
    - b. The work consists of renovation 2,400 sf. of existing fire station dorms and restrooms for the firemen. Scope included: demo, concrete, all MEP's, including underground utilities, framing, acoustic ceiling, tile, fire suppression, fire alarm, station alerting systems, as well as data and communications
  - c. 10/29/21
  - d. \$750,000

Solicitation No. RO2516

#### **3N: PARTY AND PARTICIPANT DISCLOSURE FORMS**

**Campaign Contributions Disclosure:** In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete the attached Party and Participant Disclosure Forms and submit as part of the proposal, **if applicable**.

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

#### ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS

David John Shawver, Chair City of Stanton

> Ross Chun, Director City of Aliso Viejo

Frances Marquez, Director City of Cypress

John O'Neill, Director City of Garden Grove

Don Sedgwick, Director City of Laguna Hills

Noel Hatch, Director City of Laguna Woods

Shelley Hasselbrink, Director City of Los Alamitos

Carol Gamble, Director City of Rancho Santa Margarita

Troy Bourne, Director City of San Juan Capistrano

Joe Kalmick, Director City of Seal Beach

Vince Rossini, Director City of Villa Park

Eugene Hernandez, Director City of Yorba Linda Michele Steggell, Vice Chair City of La Palma

> Sunny Park, Director City of Buena Park

Joseph Muller, Director City of Dana Point

Anthony Kuo, Director City of Irvine

Sandy Rains, Director City of Laguna Niguel

Mark Tettemer, Director City of Lake Forest

Ed Sachs, Director City of Mission Viejo

Kathy Ward, Director City of San Clemente

Jessie Lopez, Director City of Santa Ana

Letitia Clark, Director City of Tustin

Tri Ta, Director City of Westminster

Donald Wagner, Director County of Orange

Lisa Bartlett, Director County of Orange

## PARTY DISCLOSURE

The attached <u>Party Disclosure Form</u> must be completed and submitted by the Offeror and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated in Section VI this solicitation. It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of OCFA for approval. (Please see next page for definitions of these terms.)

#### IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date the solicitation is initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the contract award.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the contract award or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.
  - A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements<sup>1</sup> for use, including all entitlements for land use, all contracts<sup>2</sup> (other than competitively bid, labor or personal employment contracts), and all franchises.
  - 2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
  - 3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregated.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8 as it relates to contract awards.

<sup>1</sup> Entitlement for the purposes of this form refers to contract award. <sup>2</sup> All Contracts for the purposes of this form refer to the contract award of this specific solicitation.

Solicitation No. RO2516

PARTY DISCLOSURE FORM						
Party's Name: Neuroth Construction Inc.						
Party's Address: 2927 RANCHO VACADA Carlsbad, CH 92009						
Party's Telephone:57 452 3156						
Solicitation Title and Number: Trant Improvements at OCFA Fire Station 32 and 53						
Based on the party disclosure information provided, are you or your firm subject to party disclosures? No 🔯 If no, check the box and sign below. Yes 🗌 If yes, check the box, sign below and complete the form.						
Date: 10/13/21 Jul Mad Signature of Party and/or Agent						
Signature of Party and/or Agent						
To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.						
Board Member(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:						
Name of Member:						
Name of Contributor (if other than Party):						
Date(s):						
Amount(s):						
Name of Member:						
Name of Contributor (if other than Party):						
Date(s):						
Amount(s):						

## PARTICIPANT (AGENT) DISCLOSURE

The <u>Participant Disclosure Form</u> must be completed by lobbyists or agents representing the Offeror in this procurement. It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of OCFA for approval.

## IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a proceeding involving any contract award, you are prohibited from making a campaign contribution of more than \$250 to any Board member. This prohibition begins on the date you begin to actively support or oppose an application for contract award pending before OCFA or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors. No Board member may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the Board member knows or has reason to know that you are a participant.
- B. The attached disclosure form must be filed if you or your agent has contributed more than \$250 to any Board member for OCFA or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition (The disclosure form will assist the Board members in complying with the law).
- C. If you or your agent have made a contribution of more than \$250 to any Board member during the 12 months preceding the decision in the proceeding, that Board member must disqualify himself or herself from the decision. However, disqualification is not required if the Board member returns the campaign contribution within 30 days from the time the Board member knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding

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

- 1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use if:
  - a. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the OCFA's or one of its affiliated agencies' decisions in the proceeding; <u>AND</u>
  - b. The individual or entity, directly or through an agent, does any of the following:
    - Communicates directly, either in person or in writing, with a Board member of OCFA or any of its affiliated agencies for the purpose of influencing the Board member's vote on the proposal;
    - ii. Communicates with an employee of OCFA or any of its affiliated agencies for the purpose of influencing a Board member's vote on the proposal; or
    - lii. Testifies or makes an oral statement before the Board of Directors of OCFA or any of its affiliated agencies.
- 2. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
- 3. Your "agent" is someone who represents you in connection with a proceeding for this proposed involving a contract award. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.
- 4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different Board members are not aggregated.

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

Solicitation No. RO2516

PARTICIPANT (AGENT) DISCI	OSURE FORM
Prime's Firm Name: NFURUTH Construction /	16.
Party's Name: Nureth Costruction Inc	
Party's Address: 2427 Panucho VACA-SA Car	156. d, CA 92209
Party's Telephone: 517 657 3156	
Solicitation Title and Number: Based on the participant disclosure information provided, are disclosures? No $\boxed{\square}$ If no, check the box and sign below. Yes $\boxed{\square}$ If yes, of form. <b>Date</b> : $\underline{i0/13/21}$	check the box, sign below and complete the
/ / s	ignature of Party and/or Agent
To be completed only if campaign contributions have months. Attach additional copies if needed.	been made in the preceding twelve (12)
Board Member(s) to whom you and/or your agent made cam contribution(s) in the preceding 12 months: Name of Board Member:	
Name of Contributor (if other than Party):	
Date(s):	
Amount(s):	
Name of Board Member:	
Name of Contributor (if other than Party):	
Date(s):	
Amount(s):	

# 4A: TRANSMITTAL PAGE TWO – BID AWARD DOCUMENTS

TO: Orange County Fire Authority

FROM:

Neuroth Construction Inc.

(Legal Name of Contractor)

# PROJECT: TENANT IMPROVEMENTS AT OCFA FIRE STATIONS 32 AND 53

# AWARDED CONTRACTOR'S CHECKLIST:

The awarded Contractor is required to provide the following documents:							
☑ Transmittal Page (Exhibit 4A)	Award Certifications (Exhibit 4D)	☐ Signed Agreement (Exhibit 4F)					
Performance Bond (Exhibit 4B)	☑ W9 (Exhibit 4E)						
Payment Bond (Exhibit 4C)	Insurance Certificates						

## TO THE OCFA:

Signature below acknowledges that, should the Contractor fail to provide the above documents in a form satisfactory to OCFA within fourteen days of the issuance of the Notice of Award, OCFA may, at its option, consider the Contractor to have has abandoned the agreement, upon which the full payment of the sum stated in the Bidder's Bond shall be due impediately.

SIGNATURE OF CONTRACTOR:

al

**PRINTED NAME:** 

Rob Neuroth

TITLE: President

#### 4B: FAITHFUL PERFORMANCE BOND

(100% of Agreement Price) Bidders must use this form, NOT a surety company form

## KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Orange County Fire Authority, ("OCFA") and <u>Neuroth Construction Inc.</u> ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

## IFB RO2516 – TENANT IMPROVEMENTS AT OCFA FIRE STATIONS 32 AND 53

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

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

NOW, THEREFORE, the Principal and North American Specialty Insurance Company ("Surety") are held and firmly bound unto the Board of the OCFA in the penal sum of SEVEN HUNDRED FORTY-SEVEN THOUSAND, TWO HUNDRED, TWENTY-SEVEN DOLLARS (\$747,227), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

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

## [Signature Page Follows]

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the <u>21st</u> day of <u>December</u>, 2021 in accordance with Article 5, commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract:

#### **CONTRACTOR:**

(Affix Corporate Seal)

Neuroth Construction Inc. Principal By

Print Name and Title of Signatory

Print Name and Title of Signatory

SURETY: (Affix Corporate Seal)



North American Specialty Insurance Company
Surety
By Lawrence F. McMahon, Attorney-in-Fact

Alliant Insurance Services, Inc. Name of California Agent of Surety

701 B Street, 6th Floor, San Diego, CA 92101 Address of California Agent of Surety

619-238-1828

Telephone Number of California Agent of Surety

Attach Notary acknowledgments for all signatures. Attach Power of Attorney Attach Power of Attorney if executed by Attorney-in-Fact. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

#### CALIFORNIA ACKNOWLEDGMENT

#### CIVIL CODE § 1189

# 

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

State of California		1		
County of	DIEGO	}		
On JADULARY	3, 20 2 before me, _	HERME	ARMINO, NOTANY	PUBLIC
Date			rt Name and Title of the Officer	
personally appeared	Ko.	B NEURO	074	
		Name(s) of Sign	er(s)	

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPTIONAL

	UPII	UNAL	
C	Completing this information can c fraudulent reattachment of this i	deter alteration of the document or form to an unintended document.	
Description of Attached Document         Title or Type of Document:			
Document Date:		Number of Pages:	
Signer(s) Other Th	Signer(s) Other Than Named Above:		
Capacity(ies) Cla	imed by Signer(s)		
Signer's Name:		Signer's Name:	
□ Corporate Officer – Title(s):		Corporate Officer – Title(s):	
🗆 Partner – 🗆 Lin	nited 🗆 General	□ Partner – □ Limited □ General	
- Individual	Attorney in Fact	Individual Attorney in Fact	
Trustee	Guardian or Conservator	Trustee     Guardian or Conservator	or
□ Other:		□ Other:	
Signer is Representing:			

©2019 National Notary Association

	URPOSE ACKNOWLEDGMENT Civil Code § 1189
	certificate verifies only the identity of the individual who signed
	ned, and not the truthfulness, accuracy or validity of that document.
STATE OF CALIFORNIA	1
County of San Diego	
On	Maria Guise , Notary Public,
personally appeared	Lawrence F. McMahon Name(s) of Signer(s)
Though the information below is not required by and could prevent fraudulent remova Description of Attached Document	who proved to me on the basis of satisfactory evidence to be the person(#) whose name(#) is/## subscribed to the within instrument and acknowledged to me that he/#M#/#M## executed the same in his/##### authorized capacity(###), and that by his/####################################
Title or Type of Document:	Number of Pages:
Signer(s) Other Than Named Above:	· · · · · · · · · · · · · · · · · · ·
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Individual	Individual
Corporate Officer — Title(s):	Corporate Officer — Title(s):
Partner     Limited     General	Partner Limited General
Attorney in Fact	RINT Attorney in Fact RIGHT THUMBPRINT
Trustee OF SIGNER	
Guardian or Conservator Top of thumb he	ere Guardian or Conservator Top of thumb here
□ Other:	☐ Other:
Signer is Representing:	1
Signer is Representing: Surety Company	Signer is Representing:
·	

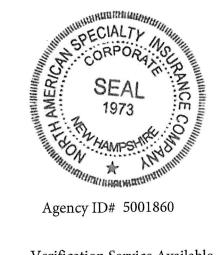
# North American Specialty Insurance Company - Digital Seal

This Digital Seal is being provided in lieu of a physical corporate seal to accomodate extraordinary circumstances.

The Digital Seal has been designated for a single use on a specific Bond, described as follows:

Type of Bond: Bid Performance/Payment $\checkmark$ Other (spec	ify)
Bond Number (not required on bid bonds <u>) 2301892</u>	
Penal Sum of Bond or Bid Penalty Percentage <b>\$747,227.00</b>	
Principal Name Neuroth Construction Inc.	
Obligee Name_ Orange Count Fire Authority	
Date of Bond December 21, 2021	

As part of business continuity efforts during the ongoing COVID-19 pandemic, North American Specialty Insurance Company has authorized the use of this Digital Seal for the execution of this Bond. North American Specialty Insurance Company agrees and affirms that this Digital Seal is deemed affixed to the Bond described above with the same force and effect as a physical corporate seal.



Verification Service Available

The validity of this Digital Seal can be verified by sending an email to Surety\_Forms@swissre.com. Please include the basic Bond information found on this Digital Seal and the Agency ID number in the inquiry. A response will be provided by the conclusion of the next business day.

#### SWISS RE CORPORATE SOLUTIONS

#### NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

#### **GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

#### LAWRENCE F. McMAHON, MARIA V. GUISE, SARAH MYERS, JANICE MARTIN

JAMES DANIEL CASTLE AND MARIA HALLMARK

#### JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



Bv

Steven P. Anderson, Senior Vice President of Washington International Insurance Co & Senior Vice President of North American Specialty Insurance Company



Vice President of Washington International Insurance Company

& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12 day of JANUARY ,2018

#### North American Specialty Insurance Company Washington International Insurance Company

State of Illinois SS: County of Cook

On this 12 day of JANUARY, 2018, before me, a Notary Public personally appeared <u>Steven P. Anderson</u>, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito . Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Washi

M. Kenny, Notary Public

ngton International Insurance Company & North American Specialty Insurance Company

of North American Specialty Insurance Company and Washington I, Jeffrey Goldberg , the duly elected Assistant Secretary International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of December , 20 21

Jeffrey Goldberg, Vice President & Assistant Secretary of

# <u>4C: PAYMENT BOND</u> Contractor's Labor & Material Bond (100% of Agreement Price) Bidders must use this form, NOT a surety company form

## KNOW ALL PERSONS BY THESE PRESENTS:

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

## IFB RO2516 - TENANT IMPROVEMENTS AT OCFA FIRE STATIONS 32 AND 53

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

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

NOW, THEREFORE, the Principal and, <u>North American Specialty Insurance Company</u> ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of SEVEN HUNDRED FORTY-SEVEN THOUSAND, TWO HUNDRED, TWENTY-SEVEN DOLLARS (\$747,227), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

## [Signature Page Follows]

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the <u>21st</u> day of <u>December</u>, 20<u>21</u>.

CONTRACTOR:

(Affix Corporate Seal)

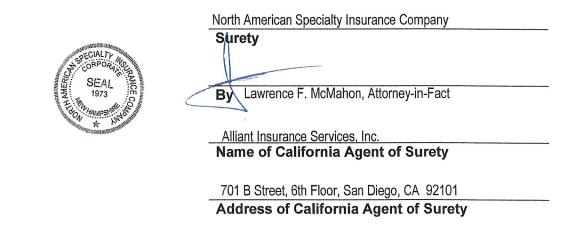
Principal

By

Neuroth. Prisdent

Print Name and Title of Signatory

<u>SURETY:</u> (Affix Corporate Seal)



619-238-1828

Telephone Number of California Agent of Surety

Attach Notary acknowledgments for all signatures. Attach Power of Attorney Attach Power of Attorney if executed by Attorney-in-Fact. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

#### CALIFORNIA ACKNOWLEDGMENT

#### CIVIL CODE § 1189

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

State of California	)
County of SAN DIEGO	}
On JANUARY 3, 2622 before	me,ARMIE ARMINO, NOTARY PUBLIC
Date	Here Insert Name and Title of the Officer
personally appeared	ROB NEUROTH
	Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature of Notary Public Signature

ONAL
leter alteration of the document or form to an unintended document.
ENT BOND
Number of Pages:
Signer's Name: Corporate Officer – Title(s): Partner – Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer is Representing:

©2019 National Notary Association

	URPOSE ACKNOWLEDGMENT Civil Code § 1189 certificate verifies only the identity of the individual who signed
	ed, and not the truthfulness, accuracy or validity of that document.
STATE OF CALIFORNIA	٦
County of San Diego	<b>}</b>
On	Maria Guise , Notary Public, sert Name of Notary exactly as it appears on the official seal
personally appeared	Lawrence F. McMahon
	Name(s) of Signer(s)
	<ul> <li>who proved to me on the basis of satisfactory evidence to be the person(\$) whose name(\$) is/\$## subscribed to the within instrument and acknowledged to me that he/\$####################################</li></ul>
Description of Attached Document	and reattachment of the form to another document.
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:   Individual   Corporate Officer — Title(s):   Partner   Limited   Guardian or Conservator   Other:   Other:   Signer is Representing:   Surety Company	□ Individual         □ Corporate Officer — Title(s):         □ Partner       □ Limited □ General         □ Attorney in Fact       RIGHT THUMBPRINT         □ Trustee       OF SIGNER

# North American Specialty Insurance Company - Digital Seal

This Digital Seal is being provided in lieu of a physical corporate seal to accomodate extraordinary circumstances.

The Digital Seal has been designated for a single use on a specific Bond, described as follows:

Type of Bond: Bid Performance/Payment_✔_ Other (specify)	
Bond Number (not required on bid bonds) 2301892	
Penal Sum of Bond or Bid Penalty Percentage <b>\$747,227.00</b>	
Principal Name Neuroth Construction Inc.	
Obligee Name_ Orange Count Fire Authority	
Date of Bond December 21, 2021	

As part of business continuity efforts during the ongoing COVID-19 pandemic, North American Specialty Insurance Company has authorized the use of this Digital Seal for the execution of this Bond. North American Specialty Insurance Company agrees and affirms that this Digital Seal is deemed affixed to the Bond described above with the same force and effect as a physical corporate seal.



Agency ID# 5001860

Verification Service Available

The validity of this Digital Seal can be verified by sending an email to Surety\_Forms@swissre.com. Please include the basic Bond information found on this Digital Seal and the Agency ID number in the inquiry. A response will be provided by the conclusion of the next business day.

#### SWISS RE CORPORATE SOLUTIONS

# NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

#### **GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

#### LAWRENCE F. McMAHON, MARIA V. GUISE, SARAH MYERS, JANICE MARTIN

JAMES DANIEL CASTLE AND MARIA HALLMARK

#### JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this <u>12</u> day of <u>JANUARY</u>, 20<u>18</u>.

#### North American Specialty Insurance Company Washington International Insurance Company

State of Illinois County of Cook ss:

On this <u>12</u> day of <u>JANUARY</u>, 20<u>18</u>, before me, a Notary Public personally appeared <u>Steven P. Anderson</u>, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and <u>Michael A. Ito</u>, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, <u>Jeffrey Goldberg</u>, the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of December , 20 21 .

Jeffrey Goldberg, Vice President & Assistant Secretary of ngton International Insurance Company & North American Specialty Insurance Company Washi

## **4D: AWARD CERTIFICATIONS**

#### **Prevailing Wage:**

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

## Workers' Compensation:

In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract. CA Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways: (1) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state; (2) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees. I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract.

Date:	12/21/2	1
Legal N Contrac	Name o tor:	f Neuroth Construction Inc.
Signatu	re:	for Ad
Printed	Name:	Rob Neuroth
Title:	Pr	esident

#### 4E: IRS FORM W9

Form <b>W–9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.					Give Form to the requester. Do not send to the IRS.		
	Ne	euroth Co	tax return). Name is re DINSTRUCTION y name, if different from	Inc.	ot leave this line blank.				
Print or type. See Specific Instructions on page 3.	following seven boxes.						4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)		
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►							Exemption from FATCA reporting code (if any) (Applier to accounts maintained outside the U.S.)	
	Other (see instructions) ►     Address (number, street, and apt. or suite no.) See instructions.     2927 Rancho Vacada     6 City, state, and ZIP code     Carlsbad, CA 92009  7 List account number(s) here (optional)					Requester's name			
Par	tl Taxpa	yer Identifi	cation Number	1 /		Casialaa			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i> a TIN, later.				-	-				
Note: In the account is infinite than one hands, see the matching to have a number to have					- 09	tion number 5 6 7 0 3			
Par	t II Certifi	cation				II		8	
	r penalties of perju	ry, I certify tha	t:						
1. Th 2. I ai Se	e number shown o m not subject to ba	n this form is r ackup withholo n subject to ba	ny correct taxpayer ling because: (a) I a lickup withholding a	identification numbe m exempt from back s a result of a failure	up withholding, or (b	b) I have not been	notified by	e); and the Internal Revenue las notified me that I am	
3. La	m a U.S. citizen or	other U.S. per	son (defined below)	; and					

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Signature of U.S. person ► The The	Date 13/3 2022	
---	----------------	--

# **General Instructions**

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (TIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- . Form 1099-B (stock or mutual fund sales and certain other
- transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

#### **4G: GENERAL CONDITIONS**

#### ORANGE COUNTY FIRE AUTHORITY GENERAL CONDITIONS

#### 51 Definitions

As used in these General Conditions and in the Project Manual generally, the following terms have the meaning indicated:

Acts of God: An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave.

<u>Addendum</u>: A written or graphic instrument issued by Project Manager on behalf of the OCFA prior to the execution of the Contract which sets forth additions, deletions, or other revisions to the Project Manual or clarifications thereof.

Authority: The Orange County Fire Authority, a California Joint Powers Authority.

Board of Directors: The governing body of the Orange County Fire Authority.

<u>Change Order</u>: A written Modification executed by both parties (except in the event of a unilateral Change Order as herein provided) and consisting of additions, deletions or other changes to the Contract. A Change Order may be accompanied by and/or may identify additional or revised Drawings, sketches or other written instructions which become and form a part of the Project Manual by virtue of the executed Change Order. Except as otherwise provided in Subparagraph 1.1.5., a Change in the Work, or a change in the Contract Time or the Contract Sum shall only be approved by written Change Order.

<u>Construction Contract</u> or <u>Contract</u>: The written "Contract Agreement" covering the performance of the Work and the furnishing of labor, materials, tools, and equipment in the construction of the Work. The term "Construction Contract" also includes the Project Manual.

<u>Contract Directive</u>: A written document issued by the Project Manager and consisting of additions, deletions, clarifications, interpretations, or other written instructions issued by the Project Manager with respect to the performance of the Work or the activities of the Contractor on the Job Site or the property of OCFA. A Contract Directive can be a response to a Request for Information; however, all responses to Requests for Information need not be Contract Directives. A Contract Directive may become the subject of a Change Order only if such Directive involves a substantial change in the Work, or a change in the Contract Time or the Contract Amount, approved as a Change Order by the Project Manager.

<u>Contractor's Construction Schedule</u>: The detailed schedules, based on a critical path method ("CPM"), prepared by the Contractor, presenting an orderly and realistic plan for completion of the work required in the Project Manual. The Contractor's Construction Schedule shall also include the completion dates of the Milestones and a final proposal narrative as described in the Project Manual.

<u>Contractor</u>: The person or entity awarded the Contract to perform the work.

<u>Day</u>: All references to days in the Project Manual refer to calendar day unless otherwise specifically indicated.

<u>Design Professional</u>: Officers, employees, and consultants, the architectural and engineering firm, a party to the design-build entity responsible for the overall design of the Project.

<u>Excusable Labor Dispute</u>: Any labor dispute directed against an entire industry, or any labor dispute that is not directed solely against the Project, the Contractor, or any subcontractor or supplier, and which prevents Contractor from obtaining labor or materials necessary for the performance of the Work and that actually delays the performance of the Work; provided, however, that suitable substitute labor or materials are not reasonably obtainable.

<u>Excusable Transportation Delay</u>: Any labor dispute directed at an entire industry, or any labor dispute that is not directed solely against the Project, the Contractor, or any subcontractor or supplier, or other delay not within the reasonable control of the Contractor which prevents the transportation of necessary materials to the Project and actually delays the performance of Work; provided, however, that suitable substitute transportation for such materials is not reasonably available.

Fire Chief: The Fire Chief of the OCFA or the Fire Chief's Designee.

<u>Laws</u>: Each and every Federal, state, and local law, ordinance, code, rule, and regulation, as well as the lawful order or decree of any public or quasi-public authority and each of their respective inspectors or officials, including but not limited to all applicable building codes, bearing on or otherwise applicable to the Project. The term "Laws" also includes any and all conditions of approval of each and every entitlement or permit issued or approved by the Local Jurisdictions.

<u>Local Jurisdictions</u>: Any governmental agency with land use authority over the Project or part of the Project and each regulatory agency or authority with jurisdiction over the project, and their respective inspectors and representatives.

<u>Modification</u> or <u>Contract Modification</u>: (1) a written amendment to this Contract signed by both Parties; (2) a Change Order; or (3) a Contract Directive or other written interpretation or order issued as a response to a Request for Information or otherwise issued by the Project Manager pursuant to the terms of the Project Manual. Contractor acknowledges that the execution on its behalf of any such Modification by any one person with apparent authority shall be binding against the Contractor. A Modification may be made only after execution of the Contract. No Contract Directive or response to a Request for Information shall be construed as a Change Order or other Modification unless it expressly so states.

<u>Non-Conformance Notice</u>: A notice issued by the Project Manager documenting that the work or some portion thereof has not been performed in accordance with the requirements of the Project Manual.

<u>Notice to Proceed</u>: The written notice of the OCFA to the Contractor to commence work under the Contract.

OCFA: The Orange County Fire Authority, a California Joint Powers Authority.

<u>Plans</u>: The drawings, supplemental drawings, or reproductions thereof, the project plans, standard plans, profiles, cross-sections, and all graphic depictions, which show the location, character, dimensions, and details of the work to be performed and contained in the Project Manual.

<u>Project</u>: The Project is the performance, construction, installation, and completion of the entire scope of all work as described in the Contract Documents.

<u>Project Manager</u>: The person or persons designated by the OCFA to serve as the Project Manager of the project.

Project Manual: Defined in Section 41 of the Contract Agreement.

<u>Provide</u>: To furnish, fabricate, complete, deliver, install, and erect including all labor, materials, equipment, apparatus, appurtenances, and expenses, necessary to complete in place, ready for operation or use under the terms of the Project Manual.

<u>Regulatory Agency</u> – A Federal, State or local governmental agency that has regulatory jurisdiction over one or more aspects of the Project. (Examples may include, but are not limited to the Regional Water Quality Control Board, the California Coastal Commission, or the South Coast Air Quality Management Board.)

<u>Related Work</u>: Work performed by the OCFA or by any separate Contractor retained or hired by the OCFA, related to the completion of the Project and which is not required to be performed by the Contractor pursuant to this Contract and the Project Manual.

<u>Requests for Information</u>: A written request from the Contractor or one of the Subcontractors to the Project Manager seeking an interpretation or a clarification of some requirement of the Project Manual. Contractor shall clearly and concisely set forth in writing the issue for which Contractor seeks clarification or interpretation and why a response is needed from the Project Manager. Contractor shall set forth Contractor's interpretation or understanding of the Project Manual's requirements along with reasons why Contractor reached such an understanding. Responses from the Project Manager will not change any requirements of the Project Manual unless so noted in the Request for Information response.

<u>Scheduled Completion Date:</u> The number of days specified in the Construction Schedule for completion of the Project.

<u>Site</u> or <u>Sites</u>: The land on which the Project will be constructed as specifically described in the Project Manual.

<u>Specifications</u>: The directives, provisions, and requirements contained in Project Manual, however such may be labeled or otherwise described.

<u>Subcontractor</u>: A person or organization having a direct contract with the Contractor to perform any of the Work at the Site or to supply any materials, equipment, or supplies to be incorporated in, or utilized in connection with, the Work and as used herein shall include the Subcontractor's authorized representative.

<u>Substantial Completion of the Project</u>: occurs when all of the following are achieved: (1) substantial completion of all Work; and (2) suitable to meet the requirements for the issuance of a certificate of occupancy and receipt of all other required approvals of construction from the Local Jurisdictions; and (3) in strict accordance with the Project Manual; and (4) such that OCFA may fully utilize the Project for the use for which it is intended. Early occupation of the Project by OCFA does not constitute Substantial Completion of the Project if one or more of the four factors above has not yet been achieved. (See Section General Conditions, Section 74.)

<u>Supplemental Agreements</u>: The written agreements covering alterations, amendments, or extensions to the Construction Contract and include contract change orders.

<u>Work</u>: All the work specified, indicated, shown, or contemplated in the Construction Contract to construct the Project, including all alterations, amendments, or extensions thereto made by contract change order or other written orders of the Project Manager, including each activity, labor, task, service, acquisition, purchase, installation, or action of any kind required to be performed under the terms of this Contract and as specified in the Project Manual.

#### 52 The Project Manual

- 52.1 The Project Manual is defined in **Section 41** of the Contract Agreement. The Contractor has examined carefully the site of the work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and the Construction Contract. The Contractor warrants and represents that, in executing the Contract and undertaking the Work, it has not relied upon any oral inducement or representation by OCFA, Project Manager, or any of their officers or agents as to the nature of the Work, the Site, the Project conditions or otherwise.
- 52.2 All parts and provisions of the Project Manual are complementary, and what is required by any one shall be as binding as if required by all. If the Project Manual does not specifically allow the Contractor a choice as to quality or cost of items to be furnished, but could be interpreted to permit such choice, subject to confirmation or approval by Project Manager, they shall be construed to require the Contractor to provide the best quality. Words and abbreviations which have well-known technical or trade meanings are used in the Project Manual in accordance with such recognized meanings.
- 52.3 Where conflict exists within or between parts of the Project Manual, or between the Project Manual and either applicable industry standards or applicable codes, ordinances, or other legal requirements, the more stringent requirements shall apply; otherwise, the following order of precedence shall be used: the Construction Contract; the Special Conditions of the Contract for Construction; these General Conditions of the Construction Contract; the balance of the Project Manual, and the Drawings. If the Contractor is required to perform any extra or corrective Work to comply with the preceding sentence, it shall not be entitled to an increase in the Contract Sum or Contract Time, and no claim shall result from such compliance. Subject to confirmation or approval by OCFA, more detailed Drawings take precedence over less detailed scaled Drawings, figured dimensions on the Drawings take precedence.
- 52.4 Drawings take precedence over graphic representations. Contractor shall bring or submit to the Project Manager any such conflicts as soon as Contractor or its Subcontractors discover or learn about such apparent conflicts in the form of an RFI.
- 52.5 The organization of the Specifications into divisions, sections, and articles, and the arrangement of Drawings, are not intended to influence the Contractor in its division of the Work among Subcontractors or its establishment of the extent of the Work to be performed by any trade.
- 52.6 The Contractor shall request in writing that Project Manager provide any interpretations or clarifications necessary for the proper execution, coordination or progress of the Work. Such interpretations shall be issued by Project Manager in writing for implementation by the Contractor. The Contractor shall make all such requests for interpretation or clarification in writing.

- 52.7 The Project Manual reflects conditions as they are believed to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation by or on behalf of Authority that such conditions actually exist. The Contractor shall inspect the Site and conduct any tests or surveys it deems necessary or desirable prior to the commencement of the Work and shall accept full responsibility for any loss sustained by it as a result of any variances between the conditions as shown on the Project Manual and the actual conditions revealed during the progress of the Work or otherwise. The Contract Sum shall in no event be increased by reason of any such variance unless otherwise specifically provided herein.
- 52.8 The Contractor shall develop and maintain current "as-built" Plans to be provided to Project Manager in accordance with the Construction Contract and Section 01770 of the Project Manual. Project Manager may inspect and copy such Plans at any time during the course of the Work.
- 52.9 The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Construction Contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall provide all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

### 53 Contract Bonds.

Both the Faithful Performance Bond and the Material and Labor Bond shall each be for not less than one hundred percent (100%) of the total Contract amount. The Material and Labor Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will be held for one year after the date of recordation of the Notice of Completion.

Prior to the acceptance of any bond, the OCFA shall verify that the surety is an admitted surety in the State of California. If requested by the OCFA, the Contractor shall provide other information specified in the Code of Civil Procedure Section 995.660 to enable the OCFA to verify the sufficiency of the bond.

Should any bond become insufficient, the Contractor shall correct the insufficiency within ten (10) calendar days after receiving notice from the OCFA. The Contractor shall provide the OCFA with evidence of the correction within ten (10) calendar days of said correction. Should any surety at any time be unsatisfactory to the OCFA, written notice will be given to the Contractor to that effect. No further payments shall be deemed due or will be payable under the Contract until Contractor submits an acceptable bond from a surety accepted by the OCFA. Changes to the work or extensions of time made pursuant to the Contract Agreement shall in no way release the Contractor or the surety from its obligations. Notice of such changes or extensions shall be waived by the surety.

### 54 OCFA AND OCFA'S REPRESENTATIVES

- 54.1 The work will be under the general direction of the Fire Chief. The Project Manager is the authorized representative of the Fire Chief and has complete charge of the work, and shall exercise full control of the work, so far as it affects the interest of the OCFA.
- 54.2 The provisions in this General Conditions or elsewhere in the Contract Documents regarding approval or direction by the Fire Chief, the OCFA, the Board of Directors, or the Project Manager, or action taken pursuant thereto, are not intended to and shall not relieve the

Contractor of responsibility for the accomplishment of the work, either as regards sufficiency or the time of performance, except as expressly otherwise provided herein.

- 54.3 The Project Manager is the OCFA's exclusive representative and agent to the Contractor with respect to this Project during construction and until the completion of the Project. The OCFA's communications with the Contractor shall be exclusively through the Project Manager.
- 54.4 Project Manager shall at all times have access to the work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.
- 54.5 The OCFA shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.
- 54.6 The OCFA will not be responsible for the failure of the Contractor to plan, schedule, and execute the work in accordance with the approved schedule or the failure of the Contractor to meet the Contract Documents completion dates or the failure of the Contractor to Schedule and coordinate the work of Contractor's own trades and subcontractors or to coordinate with other Separate Contractors.
- 54.7 The OCFA will not be responsible for the acts or omissions of the Contractor, or any subcontractor, or any Contractor's or subcontractor's agents or employees, or any other persons performing any of the work.
- 54.8 The Project Manager has the authority to disapprove or reject work on behalf of the OCFA when, in the Project Manager's opinion, the work does not conform to the Contract Documents. Whenever, in the Project Manager's reasonable opinion, it is considered necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, the Project Manager has the authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work shall then be fabricated, installed, or completed.
- 54.9 The Project Manager has the authority to require special inspection or testing of the work. However, neither the Project Manager's authority nor any decision made by the Project Manager in good faith whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the OCFA to the Contractor, or any subcontractor, or any of their agents, or employees, or any other person performing any portion of the work.
- 54.10 The Project Manager has the authority and discretion, but not the obligation, to call, schedule, and conduct job meetings to be attended by the Contractor and representatives of Contractor's subcontractors, to discuss such matters as safety, procedures, progress, problems, and scheduling.
- 54.11 The Project Manager will establish procedures to be followed for processing all submittals, Change Orders, Progress payments, other project reports, documentation, and test reports.
- 54.12 The Project Manager will review all requests for changes and shall implement the processing of Change Orders including application for extensions of time.
- 54.13 The Project Manager will review and process all Progress Payment Requests by the Contractor including Final Progress Payment Requests.

- 54.14 Nothing contained in the Project Manual shall create any contractual relationship between Project Manager and the Contractor.
- 54.15 Except as otherwise provided in the Project Manual, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, OCFA shall be taken, given and made by, or delivered or given to, Project Manager in the name of and on behalf of OCFA. Only those so designated are authorized to grant on behalf of OCFA any approval, consent or waiver with respect to the Project Manual or the Work, or to otherwise act for OCFA in any capacity whatsoever.
- 54.16 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Project Manual either by the activities or duties of the Project Manager in its administration of the Contract, including, without limitation, by any inspections or tests required, or by approvals or other similar action with regard to shop drawings or submittals (of any type), or by the activities of persons other than the Contractor with respect to the Project. Further, notwithstanding the fact that a dispute, controversy or other question may have arisen between the parties hereto relating to the execution or progress of the Work, the interpretation of the Project Manual, the payment of any monies, the delivery of any materials or any other matter whatsoever, the Contractor shall not be relieved of its obligations to pursue the Work diligently under the Project Manual pending the determination of such dispute, controversy, or other question.
- 54.17 OCFA reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the safety and protection of persons and property, with which the Contractor shall comply, and to review the efficiency of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these acts by OCFA shall not relieve the Contractor of its duties and responsibilities under the Project Manual, and OCFA shall not thereby assume, nor be deemed to have assumed, such duties or responsibilities of the Contractor.

### 55 CONTRACTOR

- 55.1 Composition: If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- 55.2 Examination of Plans, Specifications, and Site of Project: In addition to the representations and warranties contained in the Contract, the Contractor acknowledges that prior to execution of the Contract it has thoroughly reviewed and inspected the Project Manual, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. OCFA shall not be responsible for any costs, nor liable to the Contractor for any damage, resulting from any such matter that the Contractor reasonably should have discovered. The Contractor shall perform no portion of the Work at any time which is not as provided or specified in the Project Manual or, where required, shop drawings, product data, or samples, for such portions bearing the Design Professional's appropriate action stamp. Work performed in violation of this provision shall be at the Contractor's risk
- 55.3 Contractor Certification: Contractor certifies and agrees that all the terms, conditions, and obligations of the Project Manual, the location and condition of the Site, and the conditions under which the work is to be performed have been thoroughly reviewed and investigated and Contractor enters into this Contract based upon Contractor's review and investigation of all such matters. Contractor certifies and agrees that Contractor is in no way relying upon

any opinions or representations of OCFA or the OCFA's officers, employees, agents, and consultants, including but not limited to, the Project Manager and the Design Professional.

- 55.4 Preparation of Documents: The Contractor shall carefully review and where appropriate or as may be required in the Scope of Work or at the direction of the Project Manager prepare drawings, specifications, and other instructions and shall at once report to Project Manager any error, inconsistency, or omission which Contractor may discover. Except as otherwise specifically provided hereinafter under warranties, the Contractor shall not be an agent for the OCFA.
- 55.5 Superintendence: The Contractor shall maintain on the site, during all construction activity, a competent superintendent and any necessary assistants, all satisfactory to the Project Manager. The superintendent shall not be changed except with the consent of the Project Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, in which case he/she shall be replaced immediately and in no case more than 24 hours with a superintendent acceptable to the Project Manager. The superintendent shall represent the Contractor and all directions given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall provide Project Manager with complete work history profiles of management staff associated with this Project for Project Manager's review.
- 55.6 Licenses and Certificates: The Contractor represents and warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, and any local jurisdiction, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Further, Contractor warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with all applicable laws and licensure requirements now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities, including, without limitation, compliance with laws applicable to non-discrimination, harassment, and ethical behavior. Contractor shall notify the Project Manager immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any such permits, licenses, approvals, certificates, waivers, and exemptions. Such inability shall be cause for termination of this Contract.
- 55.7 Materials and Equipment: The Contractor shall cause all materials and equipment to be delivered to the Site in accordance with any schedule or schedules therefore established from time to time and approved by Project Manager and, in any event, in a manner which will assure the timely progress and completion of the Work but will not encumber the Site unreasonably. Materials delivered to the Site for incorporation in the Work shall not be removed from the Site without the consent of Project Manager. The Contractor shall give, or shall require its Subcontractors to give, full and accurate quality, performance and delivery status reports, in a form satisfactory to Project Manager, regarding any materials and equipment, or such other data with respect thereto as may be requested by Project Manager, and shall obtain for Project Manager the written assurances of any manufacturer that its material or equipment is designed, and appropriate, for the use intended. The Contractor warrants to OCFA that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Project Manual and that all Work shall be of good quality, free from faults and defects and in conformance with the Project Manual. All Work not so conforming to these standards may be considered defective. All warranties and guarantees from Subcontractors (including, without limitation, manufacturers) shall be assignable to OCFA regardless of whether it is so stated therein, and the Contractor agrees to assign all such warranties and guarantees to the OCFA.

- 55.8 Completion Schedule: The Contractor shall prepare and submit, for Project Manager's approval, a Construction Schedule for the work which shall provide for expeditious and practicable execution of the work for completion within the Contract Time. This schedule shall be coordinated with the entire Project Construction Schedule to the extent required by the Contract Documents.
- 55.9 Reports by Contractor: Daily reports of the site and construction activities shall be provided to Project Manager. The reports shall follow the OCFA approved format including, but not limited to, information regarding trades at work, manpower, weather conditions, construction progress, and solutions to problems.
- Contractor Responsibility: The Contractor shall supervise and direct the Work, using its best 55.10 skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, coordination, scheduling and procedures, for all cleanup and for all safety and weather precautions and programs, in connection with the Work. Contractor shall be solely responsible for the work and the Project as described in the Contract Documents, Contractor shall have complete control over the construction methods, techniques, and procedures, except as may be specifically provided in the Contract Documents. Contractor shall, at its sole cost and expense, perform all labor and services and furnish all material, tools, appliances, and equipment necessary and proper for performing and completing the Work of the Project in strict compliance with the terms and conditions of the Project Manual, Contractor shall provide all labor, materials, and equipment in conformity with the Project Manual and other directions as may be provided by the Project Manager. Contractor shall, at its sole cost and expense, prepare and fully comply with all provisions of the Quality Assurance/Quality Control Program as provided in the Project Manual.
- 55.11 Ongoing Oversight: Contractor shall keep itself continuously informed of the progress of the Work and the Related Work and will attend all meetings related to the Work and the Related Work as specified in the Project Manual and as identified in the Contractor's Construction Schedule. Contractor further agrees to work in a prompt, efficient, expert, and diligent manner and to furnish sufficient manpower to complete the Work in accordance with the Contractor's Construction Schedule. Contractor schedule. Contractor schedule. Contractor shall prosecute the Work diligently to completion. Contractor shall be responsible for the coordination and scheduling of all Work and the Related Work.
- 55.12 Ongoing Self-Inspection: Contractor shall, at its sole cost and expense, inspect its work to determine strict conformance to the requirements of the Project Manual. (This obligation of the Contractor is in addition to the Contractor's obligations to make repairs or to remedy deficient or unacceptable work as may be required under this Contract or any other provision of the Project Manual.) If some of the work performed on the Project does not comply with the requirements of the Project Manual, Contractor shall repair or replace such defective work at its sole cost and expense. Contractor shall gain no protection or right of reliance on the Project Manager's or Fire Chief's inspection of the work. If it is determined that the Project Manager or Fire Chief inspected work and failed to call defects or non-conforming items to the attention of Contractor, the OCFA shall not be deemed to have waived the requirements of the Project Manual or accepted the work.
- 55.13 Monitoring and Compliance: The Project Manager shall, at all times, have safe access to the Project site and its related work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of Contract Documents. All work done and all materials furnished shall be subject to Project Manager inspection. In the event the Project Manager finds or determines that the work or material are not in accordance with

the requirements and the intentions of the Contract Documents, the Project Manager shall issue a Non-Conformance Notice. Upon receipt of a Non-Conformance Notice the Contractor shall provide a written Response to the Non- Conformance Notice within five (5) working days after receipt of the Notice. The Contractor's response shall detail either (a) why Contractor believes that the work was performed in accordance with the Project Manual or (b) what corrective action Contractor intends to take, at its sole cost and expense, to correct the non-conforming work. If Contractor disputes issuance of the Notice, the Project Manager has five- (5) working days in which to respond by either (a) withdrawing the Notice of Non-Conformance or (b) directing the Contractor to correct the work. Such determination of the Project Manager shall be final and conclusive of the matter. If directed to correct the work, Contractor shall do so within five (5) working days after receipt of such direction from the Project Manager, or such other time as may be agreed in writing from the Project Manager.

- Inspectors: In addition to the Project Manager, inspectors of Local Jurisdictions are 55.14 authorized to enforce strict compliance with the terms and conditions of the Contract and the Project Manual and to determine the acceptability of materials and workmanship. Inspectors are authorized to reject work or materials if they determine that such work or materials do not conform to the requirements of the Contract and the Project Manual. Whenever an inspector determines that some work installed by the Contractor, or any Subcontractor or supplier at any tier does not conform to the requirements of the Contract, a Notice of Non-Conformance will be issued to record this determination. In the event of a dispute between the Contractor and an inspector concerning non-conforming work, the Contractor shall pursue the issue in accordance with the requirements of Subsection 13 above this Section 55 of this contract, relating to Non-Conforming Work. Inspectors other than the Project Manager are not authorized to issue or direct changes to the requirements of the Contract. In the event that the Contractor believes some direction given by an inspector does constitute a change to the requirements of the Contract, Contractor shall within two (2) days provide written notice to the Project Manager detailing the direction given, by whom, when and under what circumstances, and why the Contractor believes that such direction constitutes a change to the requirements of the Contract. Failure to provide such written notice to the Project Manager within the specified timeframe shall constitute a waiver of claim with respect to the direction received by the Contractor.
- 55.15 Remedy and Repair of Work: The inspection of the work or materials shall not relieve the Contractor of any of the Contractor's obligations to fulfill the Construction Contract as prescribed. Work and materials not meeting the requirements shall be made good, and unsuitable work or materials may be rejected, notwithstanding that the work or materials have been previously inspected by the Project Manager or that payment therefor has been included in a progress payment. All work which has been rejected as indicated in a Non-Conformance Notice shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed to the Contractor for the removal, replacement or remedial work. Payment shall not be made on any portion of the work for which a Non-Conformance Notice has been issued and the work not corrected to the satisfaction of the Project Manager.
- 55.16 Failure to Comply: Upon failure of the Contractor to comply promptly with any order of the Project Manager made under Paragraphs L, M, N, and O above, the Project Manager, with the approval of the Fire Chief, may cause rejected or unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any moneys due or to become due the Contractor.
- 55.17 Contactor Liabilities: The Contractor shall be responsible to OCFA for the acts and omissions of its employees. The Contractor shall be held responsible for all damages

resulting from its employees or its subcontractors or agents from all errors, omissions, or negligence in the performance of the work and completion of the Project.

- 55.18 Deficiencies in Contract Documents: Contractor covenants and agrees that Contractor, its employees, agents, subcontractors, and suppliers have an affirmative duty and obligation to promptly disclose to the Project Manager any deficiency, error, or inconsistency in the Contract Documents and any of the plans and specifications contained therein, so that Project Manager, the OCFA, and the Design Professional can affect any required or necessary modification or clarification thereof in a timely and cost effective manner. In this regard and in furtherance of the Contractor's obligations, the Contractor agrees not to take advantage of errors or omissions in the Project Manual. It is the duty of the Contractor to promptly notify the Project Manager in writing of any design, materials, or specified method that the Contractor believes may prove defective or insufficient. If the Contractor believes that a defect or insufficiency exists in design, materials, or specified methods and fails to promptly notify the Project Manager in writing of this belief, the Contractor thereby waives any right to assert that defect or insufficiency in design, materials, or specified method at any later date in any legal or equitable proceeding against the OCFA, or in any subsequent arbitration or settlement conference between the OCFA and the Contractor. The Project Manager, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after the Contractor becomes aware that a defect or insufficiency exists in design, materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method will be at the Contractor's own risk and the Contractor shall bear all costs arising therefrom.
- 55.19 Ongoing Duty to Disclose: If the Contractor, either before commencing work or in the course of the work, finds any discrepancy within the Project Manual, or between the Project Manual and the physical conditions at the Site, or finds an error or omission on the Plans, Specifications, or in any survey, the Contractor shall promptly notify the Project Manager in writing of such discrepancy, error, or omission. If the Contractor observes that the Project Manual is at variance with any applicable law, regulation, order, or decree, the Contractor shall promptly notify the Project Manager, on receipt of such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, work done by the Contractor after the discovery of such error, discrepancy, or conflict which is directly or indirectly affected by such error, discrepancy, omission, or conflict will be at the Contractor's own risk and the Contractor shall bear all costs arising therefrom.
- 55.20 Duty to Coordinate: The Contractor shall be responsible for coordinating any work carried on at the Site by other parties or by the OCFA, including the Related Work, simultaneously with the Work. The compensation to be paid to Contractor under this Contract includes any costs which the Contractor may incur as a result of coordinating the Work with such other work, including the Related Work. In no case shall the Contractor be entitled to extra compensation from the OCFA for damages suffered as a result of work being carried on at the Site by other parties or the OCFA simultaneously with the construction work for this Project. Nevertheless, if such work results in a delay to the Contractor's work beyond reasonable time allocations afforded to such work and Related Work identified on the Contractor's Construction Schedule as approved by the Project Manager, the Contractor may be eligible for an extension of time as specified in this Contract.
- 55.21 Failure to Pay for Labor or Materials: If Contractor fails to pay for labor or materials when due, OCFA may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, OCFA may settle any claims directly and deduct the amount of payments from the Contract price and any amounts

due to Contractor. In the event OCFA receives a stop notice from any laborer or material supplier alleging non-payment by Contractor, OCFA shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

- 55.22 Compliance with Laws: The Contractor shall, at its cost and expense, comply with all Laws, as any may now exist or be hereafter changed or added. It shall be the responsibility of the Contractor to familiarize itself with all such Laws, and any performance of the Work by or on behalf of the Contractor which is not in compliance with the Laws shall be at the Contractor's sole risk and expense. The Contractor shall notify OCFA prior to execution of the Contract (and, without limiting the continuous duty of the Contractor to advise the OCFA) of any instances where the Contract Documents are, or where the Contractor believes the Contract Documents are, not in compliance with the Laws.
- 55.23 Ongoing Responsibility: Any work or material not specified in the Project Manual but which by fair implication, in the judgment of the Project Manager, should be included therein, shall be accomplished, furnished, or provided by the Contractor as part of the Project Manual.
- 55.24 Taxes, Fees, and Licenses: The Contractor shall pay, or cause to be paid, all import duties and sales, consumer, use, excise, value added and ad valorem taxes required to be paid in connection with the Work or upon materials, tools or equipment brought to the Site or used in the Work. If any of the foregoing taxes are not paid in a timely manner, OCFA may withhold the amount of any such taxes from any amounts owing to the Contractor under the Project Manual, submit the amount so withheld to the appropriate taxing authority on behalf of the Contractor or its Subcontractors or Sub-subcontractors and offset said amount against the Contract Sum. The Contractor shall secure and pay for all governmental fees, permits and licenses which OCFA is not specifically required to provide and pay for under the Project Manual.
- Tests: If the Project Manual, or any laws, ordinances, rules, regulations, or any orders or 55.25 decrees of any public or quasi-public authority having jurisdiction, or common practice in the industry, require or dictate that the Contractor have any portion of the Work inspected, tested or approved, the Contractor shall advise Project Manager in a timely manner (in writing, if practicable) of its readiness and of the date arranged so that Project Manager may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals except as otherwise specified. Project Manager may require any special inspection, testing or approval of the Work not included under above, or any more stringent inspection, testing or approval thereof, in which event it shall instruct the Contractor to order such inspection, testing or approval, and the Contractor shall advise Project Manager in a timely manner (in writing, if practicable). If such inspection or testing reveals any failure of the Work or the performance thereof to comply with the more stringent of: (a) the requirements of the Project Manual; (b) applicable industry standards; or (c) applicable laws, ordinances, codes, rules, regulations or orders or decrees of any public or quasi-public authority having jurisdiction, or reveals any defect in the Work, the Contractor shall bear the costs of such inspection or testing and all costs to correct the Work to the satisfaction of Project Manager, which, if incurred by OCFA, may be offset by OCFA against any amounts then or thereafter due to the Contractor. If such inspection or testing proves that the Work was performed properly, OCFA shall bear the costs of such inspection or testing. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by it to the Project Manager.
- 55.26 General: The duties and responsibilities of the Contractor as set forth in this Section 55 are in addition to, and not in lieu of, other duties and responsibilities of the Contractor enumerated elsewhere in the Project Manual.

## 56 - RESPONSIBILITIES OF THE CONTRACTOR

#### 56.1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

#### 56.1.1 General.

**56.1.1.1 Conduct of the Work**. The Contractor shall behave, at all times, in a courteous, professional manner. While on site, or entering or exiting the site, there shall be no extraneous activity that might cause disruption to the Project site, surrounding areas, or residents. Failure to comply may result in the suspension of work, or removal of contractor's staff from the Project.

**56.1.1.2.** Noise Levels. A noise level limit of 86 dbA Max at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel. In addition to those requirements, all work shall comply with all applicable noise ordinances at all times.

### 56.2 COOPERATION AND COLLATERAL WORK.

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the OCFA, other governing agencies or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule its work and conduct its operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the Engineer in the event of a delay in scheduling caused solely by this concurrent work. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

#### 56.3 PROJECT SITE MAINTENANCE.

#### 56.3.1. Cleanup and Dust Control.

The Contractor shall keep adjacent properties clean and free of rubbish and debris in a timely manner as necessary and/or as directed by the Engineer.

The Contractor shall implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and nonstormwater at the job site before they come in contact with storm drain systems and receiving waters.

### 56.3.1.1 Construction Cleaning

The Contractor shall:

- (a) Initiate and maintain a daily program to prevent accumulation of debris on-site and along access roads and haul routes. Maintain areas under Contractor's control free of waste materials, debris, weeds 6" high, and rubbish. Maintain site in a clean and orderly condition.
- (b) Provide suitable covered containers for deposit of debris and rubbish. Dispose of accumulation of extraneous materials, prohibit overloading of trucks to prevent spillages on access and haul routes and provide daily inspection of haul routes to enforce requirements.
- (c) The Contractor shall supply self-loading motorized street sweepers equipped with a

functional water spray system as part of his daily program.

(d) Schedule at a minimum, weekly collection and disposal of debris. Provide additional collections and disposals of debris whenever the weekly schedule is inadequate to prevent accumulation.

The Contractor shall remove debris from closed or remote spaces prior to closing the space, control cleaning operations to minimize dust and other particulates and immediately remove clay and earth which adhere to the paved surface of the roadway. Remove by hand scraping, washing, sweeping, and/or other method(s) which will leave a clean non-skid surface without impairing, injuring or loosening the surface.

The Contractor is required to control dust throughout the life of the Contract. The control may be required by job conditions or Engineer. In any case, the Contractor shall use water or other effective means to control the dust. No chemical agents may be used without written authorization from the Agency. The Contractor shall be solely responsible for safety problems, accidents or any other complications or claims arising from inadequate dust control.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, or by public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the price paid for the various items of work involved.

No separate payment will be made for any work performed or material used in cleaning the Project. Full compensation for such cleaning shall be considered as included in the price paid for the various items of work involved and no additional compensation will be allowed therefore.

#### 57 Subcontracts

- 57.1 Licensed Subcontractors: The Contractor shall comply with the provisions of the Subletting and Subcontracting Fair Practices Act (the "Act") (Public Contracts Code Section 4100 et seq.). The Contractor shall not terminate the employment of a Subcontractor or Sub-subcontractor engaged in the Work prior to the expiration of that subcontract without complying with the Act. The Contractor shall in all respects select the subcontractors in the manner provided under law. Each subcontractor selected for the work shall be licensed in the State of California in the subcontractor's particular field.
- 57.2 Transactions: Transactions with subcontractors shall be made through the Contractor. OCFA may assign to the Contractor any contracts or purchase orders entered into between OCFA and any other person or organization in any way related to the Project or the Work, at any time, in which event the Contractor shall assume full responsibility for such person or organization and its portion of the Work as if such person or organization was originally a Subcontractor. Such assignment may occur by Change Order or other Modification to the Contract, and any increase in the Contract Sum shall be governed by Section 01200 of the Project Manual.
- 57.3 Writing: All subcontracts and sub-subcontracts shall be in writing. Each subcontract and subsubcontract shall contain a reference to this Contract and shall incorporate the terms and conditions hereof to the full extent applicable to the portion of the Work covered thereby. Each Subcontractor must agree, for the benefit of OCFA, to be bound by, and to require each of its Subcontractors to be bound by, such terms and conditions to the full extent applicable to its portion of the Work.
- 57.4 Responsibility: The Contractor shall be fully responsible to the OCFA for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as Contractor is for the acts and omissions of Contractor and of persons directly or indirectly employed by

Contractor and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's work to the extent of such subcontractor's interest therein.

- 57.5 Incompetent or Disorderly Conduct: If any Subcontractor or person employed by the Contractor shall appear to the Project Manager to be incompetent or to act in a disorderly or improper manner, such person shall be discharged immediately on the request of the Project Manager, and that person shall not again be employed on the work.
- 57.6 Mandatory Subcontract Terms: Each subcontract shall provide for its termination by the Contractor if, in Project Manager's opinion, the Subcontractor fails to comply with the requirements of the Project Manual insofar as the same may be applicable to its portion of the Work; and each Subcontractor shall be required to insert a similar provision in each of its subsubcontracts. In the event of any such failure by a Subcontractor or Sub-subcontractor to comply with the requirements of the Project Manual, such Subcontractor or Sub-subcontractor, as the case may be, shall be removed immediately from the Work and shall not again be employed on the Work. The Contractor shall be responsible for all costs and expenses arising out of, and shall indemnify OCFA on account of, any such failure by a Subcontractor or Sub-subcontractor or Sub-subcontractor, as the case may be, shall be removed immediately from the Work and shall not again be employed on the Work. The Contractor shall be responsible for all costs and expenses arising out of, and shall indemnify OCFA on account of, any such failure by a Subcontractor or Sub-subcontractor or Sub-subcontractor (specifically including, without limitation, a failure to pay for labor (including applicable fringe benefits) or materials).
- 57.8 Contractual Relations: Nothing contained in this Contract shall create any contractual relationship between OCFA or the Project Manager or the Design Professional on the one hand, and a subcontractor on the other.

#### 58 Drawings And Specifications

- 58.1 Checking: The Contractor, as part of this Contract, shall agree not to take advantage of errors or omissions in the Contract Documents, including any plans and specifications thereto. It is the duty of the Contractor to promptly notify the Project Manager in writing of any design, materials, or specified method that the Contractor believes may prove defective or insufficient. If the Contractor believes that a defect or insufficiency exists in design, materials, or specified methods and fails to promptly notify the Project Manager in writing of this belief, the Contractor thereby waives any right to asset that defect or insufficiency in design, materials, or specified method at any later date in any legal or equitable proceeding against the OCFA, or in any subsequent arbitration or settlement conference between the OCFA and the Contractor. The Project Manager, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after the Contractor becomes aware that a defect or insufficiency exists in design, materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method will be at the Contractor's own risk and the Contractor shall bear all costs arising therefrom.
- 58.2 Discrepency in Contract Documents: If the Contractor, either before commencing work or in the course of the work, finds any discrepancy within the Contract Documents, or between the Contract Documents and the physical conditions at the Project site, or finds an error or omission on the plans, specifications, or in any survey, the Contractor shall promptly notify the Project Manager in writing of such discrepancy, error, or omission. If the Contractor observes that the Contractor shall promptly notify the Project Manager, or receipt of such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, work done by the Contractor after the discovery of such error, discrepancy, or conflict which is directly or indirectly affected by such error, discrepancy, omission, or conflict will be at the Contractor's own risk and the Contractor shall bear all costs arising therefrom.

- 58.3 Implication: Any work or material not specified in the Contract Documents but which by fair implication, in the judgment of the Project Manager, should be included therein, shall be accomplished, furnished, or provided by the Contractor as part of the Contract Documents.
- 58.4 Precedence: Figures marked on drawings shall in general be followed in reference to scale measurements. Large scale drawings shall in general govern small scale drawings. Specifications and schedules shall govern over drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to the Project Manager, without whose decision Contractor shall not adjust said discrepancy save only at Contractor's own risk and expense. The decision of the Project Manager shall be final.
- 58.5 Shop Drawings: The Contractor shall establish, implement, and supervise the submission of shop drawings and other submittals (of any type) in accordance with the Schedule and any Milestones. The Contractor shall note any variances between any such shop drawings or other submittals and the Project Manual for the benefit of OCFA at the time of submission. No approval or other similar action regarding any such submission shall be binding in any way upon OCFA.
- 58.6 Drawings and Specifications at the Site: The Contractor shall keep available at the site for ready reference a complete set of all contract drawings, details, supplementary drawings and approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of Project correspondence. The Contractor shall maintain on the site a complete "as built" record set of prints. In addition, the Contractor shall keep on the site as required a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to the Project Manager.
- 58.7 Deviations: Deviations from the drawings and the dimensions therein given, whether or not error is believed to exist, shall be made only after written authority is obtained from the Project Manager.

## 59 **Divisions Of The Specifications**

- 59.1 For convenience, the work as described in the Contract Documents are arranged in several divisions and sections, but such separations shall not be considered as the limits of the work required for any subcontract or trade: the terms and conditions of such limitations are wholly between the Contractor and his subcontractors, and the OCFA will not be responsible for any division of work by subcontractors. The Contractor will be solely responsible for all subcontract arrangements of work regardless of the location of provisions in the specifications.
- 59.2 Schedules of work included in the sections, where listed, are given for convenience only, and shall not be considered as a comprehensive list of items or work necessary to complete the work of any section.
- 59.3 Where devices or items or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many soon devices, items, or parts as are required to properly complete the work.

59.4 Each section of the specifications is covered by applicable requirements of the Contract Documents and other related sections as if therein written.

#### 60 Site Conditions

- 60.1 Existing Site Conditions: Information respecting the site of the work given in drawings or specifications has been obtained by OCFA's representatives and is believed to be reasonably correct, but the OCFA does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.
- 60.2 Changed Conditions: The Contractor shall promptly, and before such conditions are disturbed, notify the Project Manager in writing of:
  - 60.2.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
  - 60.2.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The Project Manager shall promptly investigate the conditions, and if, as a result, finds that such conditions do so materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for performance an equitable adjustment shall be made and the Contract Documents modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless Contractor has given notice as above required.
- 60.3 Public Utility Facilities on Project Site: Pursuant to Government Code, Section 4215, the Contractor shall be compensated for the costs of locating and repairing damage to public utility facilities on the Project site which was not due to failure of Contractor to exercise reasonable care, and removing or relocating main or trunk line utility facilities located on the Project site, if such work is required in the Contract Documents or the Project Manager. Such compensation shall also cover the cost of Contractor's equipment necessarily idled during such work. This provision shall not be deemed to require compensation when the presence of existing service laterals or appurtenances can be inferred from the presence of visible facilities such as buildings, meter and junction boxes, on or adjacent to the construction site. If the Contractor discovers such unidentified utility facilities during construction, Contractor shall immediately notify the Project Manager and the utility in writing.
- 60.4 Space at Site: The Contractor shall be allowed reasonable space at the site of the work as available and access thereto and shall confine Contractor operations to the space assigned. The work shall be done without interference with the ordinary use of the fire station. The Contractor shall cooperate with other Contractors of the OCFA and shall not commit or permit any act which will interfere with the performance of work by any other Contractor or employees of the OCFA whether at the site or not.

## 61 Conditions Affecting The Work

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional expense to the OCFA. The OCFA assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the Contract Documents, unless such understanding or representations by the OCFA are expressly stated in the Contract Documents.

#### 62 OCFA's Property On Site

All fixtures, facilities, equipment, vehicles, furniture, and all other personal property of the OCFA located at the job site which are removed in the course of construction of the Project remain the property of the OCFA unless express provision to the contrary is made in the Contract Documents, and the Contractor shall exercise reasonable care to prevent loss or damage to said property and shall deliver promptly such property to the place designated by the Project Manager.

### 63 Protection

- 63.1 The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work, all material and supplies, and temporary facilities against loss or damage from whatever cause, shall protect the property of OCFA and third parties from loss or damage from whatever cause, and shall comply with the requirements of OCFA and its insurers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to property as a result of fire or other hazards.
- 63.2 The Project Manager may, but shall not be required to, make periodic patrols of the Site as a part of its normal security and safety program. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and OCFA shall not assume same, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor by the Contract.
- 63.3 Until final acceptance of the Work by OCFA, the Contractor shall have full and complete charge and care of and, except as otherwise provided in this Subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including OCFA-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work), materials, equipment, and supplies, from any cause whatsoever, subject to the limitations set forth below.
- 63.4 The Contractor shall rebuild, repair, restore, replace, and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including OCFA-supplied, equipment or other items to be utilized in connection with, or incorporated in, the Work), material, equipment, and supplies before final acceptance of the Work. Such rebuilding, repair, replacement, or restoration shall be at the Contractor's sole cost and expense.
- 63.5 Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. Contractor shall comply with the provisions of the Construction Safety Orders issued by the State Division of Occupational Safety & Health. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.
- 63.6 The Contractor shall maintain continuously adequate protection of all work from damage and shall protect the OCFA's property from injury or loss arising in connection with the Contract Documents. Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or representatives of the OCFA. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents, and shall maintain reasonable security of the site at all times, if necessary. Contractor shall limit visitors to the site to those necessary for construction and inspections. Visitors for other purposes shall be referred to the Project Manager Contractor's and subcontractors' employees shall possess mans of identification at all times as required by the Project Manager while on the job site.

- 63.7 In an emergency affecting the safety of life or of the work or of adjoining property the Contractor, without special instruction or authorization from the OCFA, is hereby permitted to act at Contractor's discretion to prevent such threatened loss or injury. Contractor shall so act if directed or instructed by the Project Manager. Any dispute as to compensation claimed by the Contractor on account of emergency work shall be determined by agreement as hereinafter set forth.
- 63.8 The Project Manager may notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct such conditions. Such notices, when delivered to the Contractor or Contractor's representative at the site of the work, shall be deemed sufficient for said purpose. Failure of receipt of such notice from the Project Manager shall not relieve the Contractor of responsibility.
- 63.9 If the Contractor fails or refuses to comply promptly, the Project Manager my issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages to the Contractor. The Contractor will be responsible for ensuring that his subcontractors comply with the provisions of this Section 63.
- 63.10 Surface or Subsurface water or other fluid shall not be permitted to accumulate in excavations or under the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved in writing by OCFA. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the Site shall be submitted to Project Manager for its prior written approval. All such work shall be done at the sole expense of the Contractor, and in accordance with the Federal National Pollutant Discharge Elimination System (NPDES) and the NPDES General Construction Permit which includes the Contractor's Storm Water Pollution Prevention Plan (SWPPP) pursuant thereto.

### 64 Payments

The OCFA shall make payments upon the contract price in accordance with the Contract Documents.

### 65 Assignment

The Contract Documents, and any portion thereof, may not be assigned by the Contractor. Claims for monies due or to become due the Contractor from the OCFA under the Contract Documents may be assigned, with the written consent of the Board of Directors, to a bank, trust company, or other financing institution and may thereafter be further assigned or reassigned to any such institution. To effect such assignments, the Contractor, or Contractor's assignee, shall submit a written request to the Board of Directors enclosing a letter from the proposed assignee indicating that it will accept such assignment. Any attempted assignment contrary to provisions of this paragraph shall be void.

### 66 Other Contracts

The Board of Directors may undertake or award other contracts for additional work or other work, and the Contractor shall fully cooperate with such other contractors and OCFA employees and carefully fit Contractor's own work to such additional work as may be directed by the Project Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by OCFA employees.

#### 67 Warranty / Warranty Work

- 67.1 One-Year Warranty: The Contractor agrees to maintain and guarantees for a period of twelve (12) months from the date of the issuance of the certificate of acceptance of the Project or the issuance of a temporary certificate of occupancy as requested by the Fire Chief in the Fire Chief's sole discretion, whichever event occurs first, (and for such additional or extended periods for portions of the Work as provided in the Project Manual), that the completed work is free from all defects due to faulty materials, equipment or workmanship and that Contractor shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to theSite, Project, Work, or any system installed therein resulting from such defects.
- 67.2 Warranty Work / Normal Response Time: In the event of failure to comply with the abovementioned conditions within one (1) week after being notified in writing, the OCFA is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor who hereby agrees to pay the cost and charges therefore immediately on demand.
- 67.3 Warranty Work / Emergency Response Time: If in the opinion of the OCFA, defective work creates a dangerous condition, affects the OCFA's essential operations / essential use of the facility, affects the safety or preservation of property or personnel, or requires immediate correction or attention to prevent further loss to the OCFA, the Contractor shall be required to take corrective action within 24 hours after personal or telephonic notice by the OCFA's Property Management Section. If the Contractor cannot be contracted or does not comply with the OCFA's request for correction within 24 hours (or a reasonable time as determined by the OCFA), the OCFA may, notwithstanding the provisions of this Section 67, proceed to make such correction, the cost of which shall be charged against the Contractor.
- 67.4 Failure to Take Corrective Action: Failure by the Contractor to take corrective action as specified above shall constitute a material breach of this agreement and will result in the OCFA taking whatever corrective action it deems necessary including termination of this agreement. All costs resulting from such action by the OCFA will be claimed against Contractor or, if necessary, the Contractor's Performance Bond. The Contractor's Performance Bond shall remain in full force and effect through the warranty period.
- 67.5 Alternative Remedy: In the event that the Contractor fails to make adjustments, repairs, corrections or other work made necessary by such defects, or to properly maintain and service the Project, the OCFA may do so and charge the Contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period or, at the option of the Contractor, a warranty bond in the amount of one hundred percent of the Contract price may be substituted for the performance bond. Such warranty bond must be in a form approved by OCFA General Counsel, be issued by a surety authorized by the State Insurance Commissioner to transact business in the State of California as a surety, and must have and maintain, throughout the warranty period, at least an "A-" policyholder's rating, or better, and a financial rating of "Class VII," or better, in accordance with the most current A.M. Best's Rating Guide.
- 67.6 All Inclusive Remedies: The Contractor' obligations under this clause are in addition to the Contractor's other express or implied assurances of this Contract, Project Manual, or state law and in no way diminish any other rights that the OCFA may have against the Contractor for faulty materials, equipment, or work.

#### 68 Extra Work And Changes

- 68.1 The Contract price as set forth in the Contract and the Contractor's Bid, includes compensation for all work performed by Contractor, unless Contractor obtains a written change order signed by the Project Manager specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in this Section 68. OCFA shall extend the time fixed in the Contract Documents for completion of the Project by the number of days reasonably required for Contractor to perform the extra work only if Contractor is actually delayed in the performance of any item of the Project on the critical path by:
  - 68.1.1 Any act or neglect of OCFA, Project Manager, Design Professional, or any employee, agent, or representative of OCFA; or
  - 68.1.2 Combined action of workers, either those employed on the Project or in any industry essential to the conduct of the Work not caused by or resulting from default, negligence, or collusion on the part of Contractor or its Subcontractors of every tier; or
  - 68.1.3 Unusually severe weather conditions not reasonably anticipatable for that portion of the Site is located, based upon U.S. Weather Bureau climatological reports for the months included plus a report indicating average precipitation, temperature, etc. for the last ten (10) years from the nearest reporting station; or
  - 68.1.4 Excusable Transportation Delays; or
  - 68.1.5 Excusable Labor Disputes; or
  - 68.1.6 Acts of God; or
  - 68.1.7 National Emergency, declared by the President of the United States.

In the event one or more of the specific situations described above occurs, the Scheduled Completion Date may be extended by Change Order for a period not to exceed the length of such delay, provided that Contractor presents a written request to Project Manager, with demonstrated justification, for such time extension within five (5) days of the commencement of such delay. Failure to file such request within the time allowed shall be deemed a waiver of the claim by Contractor as determined by Project Manager. The decision of the Project Manager shall be final.

- 68.2 The Project Manager may, at any time, by written order, and without notice to the sureties, make changes in the drawings or specifications of the Contract Documents if within the general scope thereof. A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the OCFA which causes any change, provided Contractor gives the OCFA written notice stating the date, circumstances and source of the order and that Contractor regards the order as a change order.
- 68.3 If any change under this Section 68 causes an increase or decrease in Contractor's actual direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the Project Manager shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as required below. In the case of defective specifications for which the OCFA is responsible, the equitable adjustment shall include any increased direct cost Contractor reasonably incurred in attempting to comply with those defective specifications.
- 68.4 No extension of time shall be given unless the delay for which a request is made is included in those items for which an extension to the Scheduled Completion Date is appropriate pursuant to the provisions of this Section 68 and the Project Manager finds that such reason for the delay actually adversely affected the ability of the Contractor to complete the Project

by the Scheduled Completion Date or to complete a Milestone. Project Manager's decision will be conclusive on the parties to this Contract.

- 68.5 No claims by Contractor for additional compensation or damages for delays will be allowed unless Contractor satisfies the Project Manager that such delays were unavoidable and not the result of any action or inaction of Contractor and that Contractor took all available measures to mitigate such damages. The Project Manager's decision will be conclusive on all parties to this Contract.
- 68.6 No extension of the Scheduled Completion Date or the right on the part of Contractor to secure any such extension pursuant to this Section 68 shall prejudice any right OCFA may have under the Project Manual, or otherwise, to terminate this Contract.
- 68.7 The Contract Price includes compensation for all work performed by Contractor, unless Contractor obtains a written change order signed by the Project Manager specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in in this Section 68.
- 68.8 Project Manager may extend the Scheduled Completion Date by the number of days reasonably required for Contractor to perform the extra work, but only to the extent such extra work actually adversely affects the Scheduled Completion Date, as determined by Project Manager. The decision of the Project Manager shall be final.
- 68.9 The OCFA or the Fire Chief may order modifications or authorize change orders for any reason. Such modifications shall be reviewed, evaluated, and processed in the manner specified in this Section 68.
- 68.10 Project Manager may at any time, without notice to any surety, by written order designated or indicated to be a Class 1 or Class 2 Change Order, make any change in the work within the general scope of the Contract, including, but not limited to, changes in:
  - 68.10.1 The Project Manual (including drawings and designs);
  - 68.10.2 The time, method, or manner of performance of the work;
  - 68.10.3 The OCFA-furnished facilities, equipment, materials, services, or site; or
  - 68.10.4 Directing acceleration in the performance of the work.
- 68.11 Except as provided in this Section 68, no order, statement or conduct of the OCFA or its representatives, including, but not limited to the Fire Chief, Project Manager, or the Design Professional, shall be treated as a change under this Section 68 or entitle Contractor to an equitable adjustment.
- 68.12 If any change under this Section 68 causes an increase or decrease in Contractor's actual, direct cost or the time required to complete the Project or a Milestone under this Contract and Project Manual, whether or not changed by any order, the Project Manager shall make an equitable adjustment and the OCFA shall modify the Contract in writing. Except for Class 1 claims based on defective provisions of the Project Manual, no claim for any change under Section 1.16 shall be allowed for any costs incurred more than 15 days before the Contractor gives written notice as required in this Section 68. In the case of defective specifications for which the OCFA is responsible, the equitable adjustment shall include any increased direct cost Contractor reasonably incurred in attempting to comply with those defective specifications.

- 68.13 If Contractor intends to assert a claim for an equitable adjustment under this Section 68, it must, within fifteen (15) days after receipt of a written change order under this Section 68 or the furnishing of a written notice hereunder, submit a written statement to the Project Manager setting forth the general nature and monetary extent of such claim. Such claim shall contain the documentation and information as specified herein. The Project Manager may extend the 15-day period so long as the request for the extension is submitted within such 15-day period and justified cause. Project Manager's decision regarding any request for extension shall be final and binding on all parties.
- 68.14 Claim documentation shall conform to generally accepted accounting principals and all supporting documentation shall be cited by reference, photocopies, or explanation. Supporting documentation may include, but shall not be limited to, general conditions, general requirements, technical specifications, drawings, correspondence, conference notes, shop drawings logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary schedules or time impact analyses, photographs, technical reports, requests for information, field instructions, and all other related records necessary to support Contractor's claim.
- 68.15 Supporting documentation of damages for each claim shall be cited, photocopied, or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports, material and equipment procurement records, construction equipment ownership cost records or rental records, Subcontractor or vendor files and cost records, service cost records, purchase orders, invoices, project as planned and as-built records, general ledger records, variance reports, accounting adjustment records, and any other accounting materials necessary to support Contractor's claim.
- 68.16 Each copy of the claim documentation shall be certified by a responsible office of the Contractor in accordance with the requirements of the Project Manual.
- 68.17 Should Contractor be unable to support any part of the claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud on the part of Contractor, the Contractor shall be liable to OCFA as provided for under California Government Code Section 12650 et seq.
- 68.18 Disputed work shall be performed as ordered in writing by the Project Manager, so long as the cost of such work is within the OCFA of the Project Manager as described above, so as to minimize the impact on, and delays to, the Work.
- 68.19 Costs which shall not be allowed or paid in Change Orders or claim settlements under this Contract include, but are not limited to, interest cost of any type other than those mandated by statute; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or change order proposals concerning change orders which are not issued by the OCFA; lost revenues; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not yet at the Site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; the costs of corporate officers or staff visiting the Site or participating in meetings with the OCFA; any compensation due to the fluctuation of foreign currency conversions or exchange rates; loss of other business; or any other cost identified as unallowable cost under the provisions of the Federal Acquisition Regulations.
- 68.20 No claim by Contractor for an equitable adjustment shall be allowed if made after final payment under this Agreement. Contractor hereby agrees to make any and all changes, furnish the materials and perform the work that OCFA or its Project Manager may require without

nullifying this Contract. Contractor shall adhere strictly to the Contract Documents unless a change therefrom is authorized in writing by the Project Manager, subject to the limitations contained herein. Under no condition shall Contractor make any changes to the Project, either in additions or deductions, without the written order of the OCFA or its Project Manager and the OCFA shall not pay for any extra charges made by Contractor that have not been agreed upon in advance in writing by the OCFA. Contractor shall submit immediately to the OCFA written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the OCFA or the Project Manager and the proper cost or credit breakdowns therefor shall be submitted without delay by Contractor to the Project Manager.

- 68.21 Project Manager is authorized by the Board of Directors to make, by written order, changes or additions to the work within the scope of the Contract Documents. This authority to approve changes is limited to 10% of the original contract amount. All changes over the amounts specified above shall be subject to the approval of the Board of Directors. Any change or addition of any kind pursuant to any provision of the Contract Documents which exceeds the limits described in this subsection and which have not been approved by the Board of Directors is void and can not be enforced against the OCFA.
- 68.22 Any claim of the Contractor for adjustment under this Section 68 or any other provision of the Project Manual must be asserted in writing within 15 days from the date of receipt by the Contractor of the notification of change unless the Board of Directors or Project Manager grants a further period of time before the date of final payment under the Contract Documents. Nothing provided in this Section 68 shall excuse the Contractor from proceeding with the prosecution of the work as changed. Except as otherwise provided in this Contract, no charge for any extra work or material will be allowed.
- 68.23 Labor wage rates shall not exceed the Prevailing Wage Rates supported by payroll records. Equipment rental rates should be based on latest edition of equipment rental rates published by the State of California Department of Transportation; Division of Construction.
- 68.24 Nothing in this Section shall excuse the Contractor from proceeding with the Contract Documents as changed.

#### 69 No Verbal Modifications

No verbal statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of the Contract or the Project Manual.

#### 70 Material, Workmanship, And Acceptance

- 70.1 Where materials are specified by reference to standard specifications of the American Society for Testing Materials (A.S.T.M.), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract Documents to the same force and effect as if repeated therein.
- 70.2 All work under this Contract Documents shall be performed in a skillful and workmanlike manner. The Project Manager may, in writing, require the Contractor to remove from the work any employee the Project Manager deems incompetent, careless, or otherwise objectionable.
- 70.3 The Contractor shall, without charge, replace any material or correct any workmanship found by the Project Manager not to conform to the contract requirements, unless in the public interest the Project Manager consents to accept such material or workmanship with an

appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

- 70.4 If the Contractor does not promptly replace rejected material or correct rejected workmanship, the OCFA (1) may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with these General Conditions.
- 70.5 Unless otherwise provided in the Contract Documents, acceptance by the OCFA shall be accomplished by recordation of Notice of Completion which shall be made as promptly as practicable after completion and inspection of all work required by the Contract Documents. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regard the OCFA's rights under any warranty or guarantee. Informal procedures such as "punch lists" are not to be deemed final or conditional acceptance.

### 71 Termination For Default & Damages For Delay

- 71.1 The Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) Not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) An opportunity for consultation with the terminating party prior to termination.
- 71.2 If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in the Contract Documents or any extension thereof, or fails to complete said work within such time, the Board of Directors may, by written notice to the Contractor, terminate Contractor's right to proceed with the work or such part of the work as to which there has been delay. In such event, the OCFA may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completion the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, Contractor and Contractor's sureties shall be liable for any damage to the OCFA resulting from Contractor's refusal or failure to complete the work within the specified time.
- 71.3 Fixed and agreed liquidated damages are provided in the Contract Documents, these General Conditions, paragraph 1.38 J. If the OCFA so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the OCFA in completing the work.
- 71.4 Fixed and agreed liquidated damages are provided in the Contract Documents, these General Condition, paragraph 1.38 J. If the OCFA does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.
- 71.5 The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if the Contractor is actually delayed in the performance of any item of the Project on the critical path by:
  - 71.5.1 Any act or neglect of OCFA, Project Manager, Design Professional, or any employee, agent, or representative of OCFA; or

- 71.5.2 Combined action of workers, either those employed on the Project or in any industry essential to the conduct of the Work not caused by or resulting from default, negligence, or collusion on the part of Contractor or its Subcontractors of every tier; or
- 71.5.3 Unusually severe weather conditions not reasonably anticipatable for that portion of the County of Orange where the Project site is located, based upon U.S. Weather Bureau climatological reports for the months included plus a report indicating average precipitation, temperature, etc. for the last ten (10) years from the nearest reporting station; or
- 71.5.4 Excusable Transportation Delays; or
- 71.5.5 Excusable Labor Disputes; or
- 71.5.6 Acts of God; or
- 71.5.7 National Emergency, declared by the President of the United States.

The Scheduled Completion Date may be extended by Change Order for a period not to exceed the length of such delay, provided that Contractor presents a written request to Project Manager, with demonstrated justification, for such time extension within five (5) days of the commencement of such delay. Failure to file such request within the time allowed shall be deemed a waiver of the claim by Contractor. No extension of time shall be given unless the delay for which a request is made is included in those items for which an extension to the Scheduled Completion Date is appropriate as provided above and the Project Manager finds that such reason for the delay actually adversely affected the ability of the Contractor to complete the Project by the scheduled completion date. Project Manager's decision will be conclusive on the parties to this Contract. No claims by Contractor for additional compensation or damages for delays will be allowed unless Contractor satisfies the Project Manager that such delays were unavoidable and not the result of any action or inaction of Contractor and that Contractor took all available measures to mitigate such damages. The Project Manager's decision will be conclusive on all parties to this Contract. Project Manager may extend the time indicated for completion of the Project by the number of days reasonably required for Contractor to perform the extra work, but only to the extent such extra work actually adversely affects the Scheduled Completion Date, as determined by Project Manager. The decision of the Project Manager shall be final.

The rights and remedies of the OCFA provided in this Section 71 are in addition to any other rights and remedies provided by law or under the Contract Documents.

### 72 OCFA's Rights Regarding Work

72.1 If the Work or any portion thereof is defective and/or does not conform to the Project Manual, or if Contractor fails to supply sufficient skilled workers and suitable material, services, or equipment, or if Contractor fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if Contractor fails to supervise or coordinate the Work, or if grounds exist pursuant to any other provision of the Project Manual, Project Manager may order Contractor to stop the Work, or any portion thereof, until cause for the order to stop has been eliminated. Project Manager's exercise of this right to stop the Work shall not give rise to any duty on the part of the Project Manager to exercise this right for the benefit of Contractor or any other party. This right to stop the Work pursuant to this Section is in addition to and not in limitation of OCFA's rights to terminate this Contract in accordance with the Project Manual.

- Project Manager may at any time and without cause suspend the Work or any portion thereof 72.2 by written notice to Contractor and a Change Order shall be issued extending the Scheduled Completion Date by the number of days of such suspension. For suspensions of the Work which are fourteen (14) days or less, Contractor shall recommence the Work at the direction of Project Manager with the Lump Sum Price remaining unchanged. Provided Contractor is not in default of the terms of the Project Manual, if there is a suspension of Work or suspensions which in the aggregate extend beyond fourteen (14) days, Contractor shall recommence the Work at the direction of Project Manager and Contractor and Project Manager shall, at Contractor's written request and through good faith negotiations, equitably adjust the Scheduled Completion Date and any Milestones, and shall equitably adjust the Lump Sum Price, in an amount to be approved by the Fire Chief or the OCFA, which approval shall not be unreasonably withheld, for each day of such suspension exceeding fourteen (14) days. Adjustments to the Scheduled Completion Date or completion of a Milestone shall only be provided to the extent the suspension of Work actually adversely affects the Scheduled Completion Date or completion of a Milestone, as determined by Project Manager. The decision of the Project Manager shall be final.
- 72.3 In the event the Project Manager determines that the progress of the Work is behind the progress set forth in the Contractor's Construction Schedule, Project Manager may require Contractor to take such actions as the Project Manager deems necessary to expedite the progress of the Work in conformance with the progress set forth in the Contractor's Construction Schedule. Such actions may include without limitation, increasing the number of workers performing the Work, utilizing overtime work, and requiring additional work shifts. Such action by Project Manager to place Contractor back on schedule shall not be the subject of a Change Order increasing the Lump Sum Price, nor shall Contractor receive any additional compensation for these activities.
- 72.4 Contractor shall cooperate with OCFA, Project Manager, Design Professional, and all other persons as OCFA may retain or employ for (by way of illustration only) installation of furniture, decoration, and training, and the like at the Project. Contractor acknowledges that it is critical to OCFA that separate Contractors are allowed to perform and coordinate the installation of furnishings, fixtures, and equipment not covered by this Contract but necessary for the Project. Contractor covenants to use its best efforts to prevent OCFA from suffering delay in completion of the Work as a result of Contractor's failure to cooperate and coordinate its work with Related Work as required by the Project Manual.
- 72.5 To the extent that OCFA timely provides to Contractor information relating to the work of its separate Contractors, the interrelationships between the work of separate Contractors and/or third parties such as OCFA's purchasing agent and any other special consultants shall be indicated on the Contractor's Construction Schedule to allow OCFA to provide for proper phasing.

#### 73 Contract Price; Method of Payment; Retention Of Funds

- 73.1 OCFA agrees to pay and the Contractor agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum as itemized in the Exhibit K: Schedule of Values.
- 73.2 Progress payments shall be made to the Contractor per month for each successive month as the work progresses. The Contractor shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety percent (90%) of the value of the work completed, less all previous payments, provided that the Contractor submits the request for payment prior to the end of the day required to meet the payment schedule. The OCFA

will retain ten percent (10%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

- 73.3 The Contractor shall request payment through the preparation and submission to OCFA of an Invoice in accordance with the Project Manual. It shall show in detail all monies properly payable to the Contractor, approved by the Project Manager, in accordance with the previously approved activities as identified on the Contractor's Construction Schedule, including those items of labor, materials, and equipment used or incorporated in the Work (and, if OCFA has agreed in advance in writing, suitably stored at the Site) through and including the Payment Application Date. The Application for Partial Payment shall have, as attachments waivers of mechanics' and materialmen's liens by the Contractor and its Subcontractors and Sub-subcontractors as of the date of submission of the Application for Partial Payment, which waivers shall conform in all material respects with the then current provisions of Section 3262 of the California Civil Code (or any successor thereto), certifications of payrolls (30 days in arrears), and such other evidence of performance of the Work, the costs thereof and payment therefor as OCFA may deem necessary or desirable.
- 73.4 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Partial Payment shall pass to OCFA, free and clear of all liens, claims, security interests or encumbrances, upon the sooner occurrence of: (a) the delivery of any such materials or equipment to the Site; or (b) the tender of payment of the applicable Application for Partial Payment by OCFA to the Contractor; and that no Work, materials, or equipment covered by an Application for Partial Payment shall have been acquired, whether by the Contractor or by any Subcontractor or Sub-subcontractor, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. The passage of title to OCFA as provided herein shall not alter or limit the obligations and duties of the Contractor with respect to the Work and the materials or equipment incorporated therein or used in connection therewith as set forth in the Project Manual. In this regard, it is specifically noted that neither the OCFA, nor its Directors, officers, employees, or agents shall be held responsible in any manner for any loss that may happen to the Work or any part thereof during the course of construction; for any loss or damage to any of the materials, equipment, supplies, or other things used or employed in performing the Work; for injury to or death of any person, either workers or the public; or for damage to property, from any cause that might have been prevented by the Contractor, Contractor's workers, employees, Subcontractors, suppliers, or agents.
- 73.5 If the Contractor has submitted an Application for Partial Payment in the manner prescribed in the Project Manual, The Project Manager shall, with reasonable promptness, review, approve the same (or such portions thereof covering amounts it determines to be properly due), or shall state in writing its reasons for withholding its approval (whether of all or a part).
- 73.6 The Project Manager's approval of an Application for Partial Payment shall not constitute a representation by OCFA that the conditions precedent to the Contractor's entitlement to payment have been fulfilled, nor shall approval of an Application for Partial Payment by OCFA be deemed a representation by OCFA: (a) that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (b) that it has reviewed the construction means, methods, techniques, sequences, coordination or procedures, or the cleanliness of the Site, or the safety precautions and programs, in connection with the Work; (c) that it has made any examination to ascertain how or for what purposes the Contractor has used the monies previously paid on account of the Contract Sum.
- 73.7 No approval of an Application for Partial Payment, progress payment or any beneficial, partial or entire use or occupancy of the Project by OCFA shall constitute an acceptance of any Work which is not in accordance with the Project Manual; and regardless of approval of an

Application for Partial Payment by OCFA, the Contractor shall remain totally obligated and liable for the performance of the Work in strict compliance with the Project Manual.

- 73.8 Subject to OCFA's rights to offset or withhold as set forth in these General Conditions, after OCFA has approved an Application for Partial Payment, in whole or in part, it shall make payment of the amount approved to the Contractor as provided in the Project Manual.
- 73.9 Pursuant to California Public Works Contract Code Section 22300, the Contractor will be entitled to post approved securities with the OCFA or an approved financial institution in order to have the OCFA release funds retained by the OCFA to ensure performance of the Contract. Contractor shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

## 74 Right To Occupy - Beneficial Use

- 74.1 OCFA reserves the right, prior to Substantial Completion of the entire Project, to use a portion or portions of the Work when Project Manager determines that such portion or portions may be safe for such use provided such use will not unreasonably interfere with the Contractor's orderly progress of the Work. Such use ("beneficial use") shall not be construed as an acceptance of any such Work, or a part of the Work, as substantially complete, nor shall it affect the dates and times when payments shall become due from the OCFA to Contractor, nor shall it prejudice OCFA's rights pursuant to the Contract or any bonds guaranteeing the same. Notwithstanding such occupancy or use, Contractor shall continue to provide insurance, security, maintenance, utilities, and protection to the Work, unless otherwise agreed by the parties in writing.
- 74.2 At the sole discretion of the Fire Chief, any time after beneficial use and prior to issuance of a certificate of occupancy by the Local Jurisdictions, the Fire Chief may request one or more of the local Jurisdictions to issue a temporary certificate of occupancy for a portion or portions of the Project. Upon the issuance of such temporary certificate of occupancy, the OCFA may occupy such portion or portions of the Project, and such portions shall be deemed to be substantially complete.
- 74.3 Beneficial Occupancy shall not constitute acceptance by OCFA or Project Manager of the completed Work or any portion thereof, shall not relieve the Contractor of its full responsibility for correcting defective Work and repairing the Work, shall not be deemed to be the equivalent of completion of the Work and shall not entitle the Contractor to any increase in the Contract Sum.
- 74.4 Anything in this Section 74 to the contrary notwithstanding, OCFA may certify any portion of the Work to be occupied or used hereunder to be Substantially Completed and, upon the Contractor's timely completion or correction of the items on the "punch-list" with respect thereto, accept that portion of the Work.

### 75 Final Completion and Final Payment.

75.1 When all permits for the Work have been approved, accepted, or otherwise signed off as complete by the inspectors of the Local Jurisdictions, Contractor shall certify to the Project Manager in writing within ten (10) days that the Work is complete in accordance with the Project Manual and is ready for occupancy. Project Manager, Design Professional, and Fire Chief will make an investigation and inspection of all phases of the Work. If all contractual obligations have not been met, Project Manager shall furnish Contractor a detailed list of all remaining work (the "Punchlist") and Contractor shall commence correction of all items on the Punchlist. A letter of acceptance shall be issued upon completion of all Work specified on the

Punchlist to the satisfaction of the Project Manager. In no case will the letter of acceptance relieve Contractor of any obligations of Contractor that may be outstanding. Within five (5) business days after issuance of a letter of acceptance, Project Manager and the Design Professional shall issue a certificate of final completion. Upon receipt of the certificate of final completion, Contractor shall submit its final application for payment ("Final Application for Payment") which shall set forth all amounts due and remaining unpaid to Contractor and upon approval thereof by the Project Manager and the Design Professional, OCFA shall pay to Contractor the amount due under such Final Application for Payment as provided herein.

- 75.2 Before OCFA makes the Final Payment to Contractor, all requirements of the Project Manual shall have been fulfilled, including the following:
  - (1) Receipt by Project Manager of a complete list of Subcontractors and principal vendors, including addresses, telephone numbers, and names of individuals to contact who are familiar with the Project, including Contractor;
  - (2) Receipt by Project Manager of all operation and maintenance manuals, approved by the Design Professional;
  - (3) Receipt by OCFA of all releases and written guarantees from all Subcontractors and material suppliers for the Project in a form and content satisfactory to the Project Manager, which Contractor hereby agrees to obtain for, and deliver to, Project Manager prior to completion of the Project;
  - (4) Receipt by Project Manager of all "As-Built" records, approved by Project Manager and the Design Professional as specified in the Project Manual;
  - (5) Copies of any other warranties or guarantees received from manufacturers, suppliers, or Subcontractors of Contractor or any Subcontractor; and
  - (6) Evidence satisfactory to the Project Manager showing that the Contractor has promptly and satisfactorily settled all claims, if any, for services performed and materials furnished in connection with the Work.
  - (7) Receipt by Project Manager of all documentation necessary to demonstrate compliance with the Leadership and Environmental Design program requirements.
- 75.3 Final Payment shall not become due until Contractor submits to Project Manager: (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which OCFA or OCFA's property might in any way be responsible, have been paid or otherwise satisfied; (2) the consent of the surety to Final Payment; and (3) if reasonably required by the Project Manager, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Project Manager. Project Manager may require affidavits or certificates of payment and/or releases from any Subcontractor, laborer, or material supplier.
- 75.4 If any Subcontractor or material supplier refuses to furnish a release or waiver required by Project Manager, Contractor may satisfy its obligation with respect to such Subcontractor or material supplier by furnishing a cash bond, assignment of a certificate of deposit, or other liquid security satisfactory to Project Manager to indemnify OCFA against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to OCFA all monies that the OCFA may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- 75.5 The acceptance of Final Payment shall constitute a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Application for Payment.

- 75.6 The making of Final Payment shall constitute a waiver of all claims by OCFA except those arising from (1) unsettled claims; (2) faulty or defective Work appearing after Final Completion of the Work; (3) failure of the Work to comply with the requirements of the Project Manual; (4) terms of any special warranties required by the Project Manual; (5) "Punchlist" items not yet completed by the Contractor; (6) discrepancies noted in subsequent audits performed by OCFA or its agents within one (1) year following Final Payment; or (7) any claims identified by Project Manager as unsettled prior to making of Final Payment.
- 75.7 Final Payment shall not relieve Contractor of its warranty and indemnification obligations pursuant to the Project Manual, which shall survive such payment.
- 75.8 Contractor shall keep and present within fifteen (15) days after request by OCFA or its agents, in a form reasonably approved by the Project Manager, a final itemized accounting of all expenditures made in connection with the Work together with appropriate suplf any Subcontractor or Sub-subcontractor refuses to furnish any release, satisfaction or waiver of lien required at any time by OCFA under Paragraphs 9.1., or files a claim of lien against OCFA's property, the Contractor shall, if requested by Project Manager and at the Contractor's expense, furnish and record a Mechanic's Lien Release Bond (separate and apart from any other bond provided by the Contractor hereunder) that is in full compliance with the requirements of the then current provisions of Section 3143 of the California Civil Code. If any Subcontractor or Sub- subcontractor serves a Stop Notice (bonded or otherwise) on OCFA, Contractor shall, if requested by OCFA and at Contractor's expense, furnish a Stop Notice Release Bond (separate and apart from any other bond provided by the Contractor hereunder) that is in full compliance with the then current provisions of Section 3171 of the California Civil Code. The Contractor authorizes OCFA, and shall cause its Subcontractors and Subsubcontractors to authorize OCFA, to check directly with any suppliers of labor and material with respect to any item chargeable to OCFA's property, to confirm balances due and to obtain sworn statements and waivers of lien, all if OCFA so elects. If any lien remains unsatisfied after all payments are made to the Contractor, the Contractor shall reimburse OCFA on account of all monies that the latter may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

# 76 Surety Bonds.

Contractor shall, upon entering into performance of this Agreement, furnish a bond in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and an additional bond in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. The bonds required pursuant to this Section shall be issued by a surety authorized by the State Insurance Commissioner to transact business in the State of California as a surety and shall have and maintain throughout the life of the Project, at least an "A-" policyholder's rating, or better, and a financial rating of "Class VII," or better, in accordance with the most current A.M. Best's Rating Guide. This Contract shall not become effective until such bonds are supplied to and approved by the OCFA.

### 77 Risk And Indemnification

77.1 <u>Indemnification</u>: To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense and with legal counsel approved by OCFA, which approval shall not be unreasonably withheld), protect and hold harmless OCFA and all of OCFA's officers, directors, employees, consultants, agents, successors and assigns (collectively the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other

professional, expert or consultants' fees and costs and OCFA's general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise from or in any manner related (directly or indirectly) to any work performed or services provided under this Agreement (including, without limitation, the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, Contractors, suppliers, consultants, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them) regardless of any active or passive negligence or strict liability of an Indemnified Party. Contractor understands and acknowledges that the indemnification obligation hereunder is intended to constitute a "Type I" indemnity under California law and extends to and includes Claims arising from the active or passive negligence of Indemnified Parties. Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

Duty to Defend: The duty to defend hereunder is wholly independent of and separate from the 77.2 duty to indemnify and such duty to defend exists regardless of any ultimate liability of Contractor. Such defense obligation shall arise immediately upon presentation of a Claim by any party and written notice of such Claim being provided to Contractor. Payment to Contractor by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party's rights to indemnification hereunder. Contractor's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until such time as action against the Indemnified Parties for such matter indemnified hereunder is fully and finally barred by the applicable statute of limitations or statute of repose. Contractor's liability for indemnification hereunder is in addition to any liability Contractor may have to OCFA for a breach by Contractor of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement.

### 78 Insurance.

### 78.1 Compliance with Insurance Requirements.

- 78.1.1 As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Contractor shall not commence any work or services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.
- 78.1.2 The amount of insurance coverage available to pay claims under each policy required hereunder shall be the higher of (a) the minimum limits required below, or (b) the actual limits established in each policy. Thus, by way of example only, if the minimum policy limit is \$2 million per occurrence but insurance actually carried by the Contractor or subcontractor is \$4 million per occurrence, the coverage required to be available for claims

under that policy would be \$4 million. (Nothing herein requires the Contractor to purchase insurance at limits greater that the minimum limits established below.)

## 78.2 Types of Insurance Required.

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

- 78.2.1 <u>Commercial General Liability Insurance</u>. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (Insurance Services Office form CG 00 01) written on an occurrence basis with limits of at least five million dollars (\$5,000,000.00) per occurrence, five million dollars (\$5,000,000.00) in the general aggregate, and five million dollars (\$5,000,000.00) for completed operations aggregate. Defense costs shall be paid in addition to (and shall not reduce) the limits. The policy shall contain no endorsements or provisions limiting coverage for: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to the Agreement.
- 78.2.2 <u>Automobile Liability Insurance</u>. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance (Insurance Services Office form CA 001) written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.
- 78.2.3 Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor hereby waives, and agrees to obtain endorsements from its workers' compensation insurer waiving, all subrogation rights against the OCFA, its officials, officers, employees, agents, representatives, attorneys and volunteers, and to require each of its subcontractors, if any, to waive the same and to obtain endorsements waiving the same subrogation rights under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per incident for bodily injury, disease or other covered claim.

<u>78.2.4 Builders Risk (Course of Construction) Insurance</u>. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a Builders Risk (Course of Construction) Insurance policy with limits of at least five million dollars (\$5,000,000.00). [Covered causes of loss shall include, or be endorsed to include, earthquake, flooding and other acts of God.] Contractor and each subcontractor agree to waive all rights of subrogation against the OCFA, its officials, officers, employees, agents, representatives, attorneys and volunteers. The Builders Risk policy shall be endorsed to waive all rights of subrogation against the OCFA, its officials, officers, employees, agents, representatives, attorneys and volunteers.

# 78.3 Acceptability of Insurers.

Insurance required by this section 78 shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating

of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a nonadmitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

### 78.4 Insurance Endorsements.

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

- 78.4.1 <u>Additional Insured</u>: The OCFA and its officials, officers, employees, agents, representatives, attorneys and volunteers shall be additional insureds with regard to liability and defense of suits and claims arising out of the performance of the Agreement; and
- 78.4.2 <u>Additional Insured Endorsements</u>: Additional insured endorsements shall not: (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds; and
- 78.4.3 <u>Primary and Non-Contributing Insurance:</u> All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its officials, officers, employees, agents, representatives, attorneys and volunteers, shall not contribute with this primary insurance. Policies shall contain, or be endorsed to contain, such provisions.
- 78.4.4 <u>Waiver of Subrogation</u>: All policies of Commercial General Liability, Automobile Liability Insurance and Worker's Compensation shall contain or be endorsed to waive all rights of subrogation against the OCFA, its officials, officers, employees, agents, representatives, attorneys and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the OCFA, its officials, officers, employees, agents, representatives, attorneys and volunteers, and Contractor hereby agrees to obtain similar written express waivers and insurance clauses from each of its subcontractors prior to commencement of work by the subcontractor.
- 78.4.5 <u>Notice</u>: Each policy of insurance required by this section 78 shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Contractor's failure to pay the insurance premium, the notice provided to OCFA shall be by ten (10) days prior written notice. (Note: an endorsement that fails to state that the insurance company <u>will</u> provide the notice required by this subsection (e.g., "will endeavor to" or similar non-

committal phrases) does not comply with the requirements of this subsection. Similarly, Contractor's offer to provide the required notice in lieu of the insurance company doing so will not comply with this subsection. It is the Contractor's obligation to ensure that its insurance company(ies) will provide all policy endorsements required under this Contract.)

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

## 78.5. Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be approved in writing by the OCFA in advance and shall protect the OCFA, its officials, officers, employees, agents, representatives, attorneys and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. Contractor shall be solely responsible for the payment, and if required by the insurer the advancement, of any and all deductible amounts and self-insured retentions.

## 78.6. Evidence of Coverage.

Within seven (7) calendar days after the date of the Notice of Apparent Low Bidder, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. (ACORD form Certificates of insurance will not be accepted in lieu of approved endorsements.) At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance company or companies. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

### 78.7 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

# 78.8 Enforcement of Agreement (Non-Estoppel).

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

#### 78.9 Insurance for Subcontractors.

Contractor shall either: (1) include all subcontractors engaged in any work or services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subcontractors to procure and maintain the same types and amounts of insurance in compliance with the terms of the insurance requirements set forth in this section (except Builders Risk (Course of Construction) Insurance), including but not limited to adding the OCFA, its officials, officers, employees, agents, representatives, attorneys and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance and Automobile Liability Insurance provided by Contractor's subcontractors performing any work or services related to this Agreement shall be endorsed to name the OCFA, its officials, officers, employees, agents, representatives, attorneys and volunteers, as additional insureds. Contractor shall not allow any subcontractor to commence any work or services relating to this Agreement unless and until the Contractor has received confirmation that the subcontractor has secured all required insurance. Upon request of OCFA, Contractor shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors. (Note: Contractor's duty to obtain all required insurance for subcontractors required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

#### 78.10. Insurance for Large Equipment Suppliers

Suppliers of large equipment that will be installed as part of the Project must have and maintain General Liability Insurance and Automobile Insurance with all endorsements required hereinabove unless the Contractor or Subcontractor that will install the large equipment maintains General Liability Insurance and Automobile Liability Insurance that is endorsed to name the large equipment supplier as an additional named insured and such endorsement is provided to OCFA prior to delivery of the large equipment.

#### 78.11 Other Insurance Requirements.

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

- 78.11.1 Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverage types or amounts required herein are reduced by the insurer or depleted by other claims, or (3) the deductible or self-insured retention is increased.
- 78.11.2 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.
- 78.11.3 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.
- 78.11.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is

Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

- 78.11.5 Contractor agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, have, or are provided by Contractor's insurer, the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the OCFA for review. Claims for which coverage is required but not provided due to Contractor's failure to comply with this section (e.g., allowing subcontractors to proceed with disallowed limitations on their insurance coverage, or failing to require subcontractors to provide required insurance coverage or endorsements) will result in retention of payments in amounts necessary to cover the anticipated costs associated with defending and paying the claims.
- 78.11.6 Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss against Contractor arising out of the work or services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

#### 79. Contractor's Liability; OCFA Not Liable; Claims Resolution

- 79.1 Contractor's liability. The Contractor shall be responsible for any loss or damage that may occur to:
- The work or any part thereof;
- Any of the materials or other things used or employed in performing the work;
- Any injury to any person or persons, either workers or the public;
- Any damage to property resulting from any cause which might have been prevented by the Contractor, including defects or obstructions at any time before completion of the work and its final acceptance.
- 79.2. OCFA ordered precautions. If, in the opinion of the Engineer, the precautions taken by Contractor are not safe or adequate at any time during the term of the Contract, the Engineer may order the Contractor to take further precautions, and if the Contactor shall fail to do so, the Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.
- 79.3 OCFA not liable. The OCFA shall not be answerable or accountable in any manner, for any loss or damage that may occur to any of the following from any cause which might have been prevented by the Contractor:
  - The work or any part thereof;
  - Any of the materials or other things used or employed in performing the work;
  - Any injury to any person or persons, either workers or the public;
  - Any damage to property.

79.4 Claims Resolution.

79.4.1. From time to time during the period of this contract, the OCFA and/or the Contractor may be served with third-party claims, as a result of alleged conduct by Contractor. The following procedures shall be followed by OCFA and Contractor:

For claims received by Contractor:

(1) Contractor shall provide OCFA on a monthly basis details regarding any claim for damages to persons or property, including, date claim made, date of alleged damages, type of damages, alleged cause of damages and, as claims are resolved, details regarding Contractor's denial or payment of such claim and the reasons for denial or payment.

(2) Contractor shall resolve or deny any claim received within thirty (30) days of receipt. If Contractor is unable to resolve a claim within the thirty (30) days set forth above, it shall, prior to the expiration of the thrity (30) days request and extension in writing from the OCFA.

For claims received by OCFA:

(1) OCFA shall process any claims received pursuant to the California Government Claims Act.

(2) If after investigation of the claim, the OCFA determines the Contractor is liable under this Contract, OCFA shall tender the claim to the Contractor for proper handling and resolution.

79.5. <u>Retention of Claimed Damages by OCFA</u>. The OCFA may retain so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the OCFA until disposition has been made of such suits or claims for damages aforesaid.

#### 80 Termination

- 80.1 The performance of work under the Contract Documents may be terminated in whole, or from time to time in part, whenever the Board of Directors shall determine that such termination is in the best interest of the OCFA, provided that the Contractor is given (1) Not less than ten (10) calendar days' written notice (delivered by email, followed by overnight delivery with proof of delivery) of intent to terminate; (2) the extent to which performance of work under the Contract Documents is terminated: (3) the date upon which such termination becomes effective; and (4) An opportunity for consultation with the terminating party prior to the effective date of the termination.
- 80.2 This Contract may be terminated, or the right of the Contractor to complete the Project may be terminated, without liability or damage, when in the OCFA's opinion, the Contractor is not complying with the Contract requirements in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the OCFA's consent. In the event of such termination, the Contractor will be paid the actual amount due based upon the quantity of work completed at the time of termination, less damages caused to the OCFA by acts of the Contractor causing the termination. The Contractor, in having tendered a bid, shall be deemed to have waived any and all claims for damages because of termination of the Contract or the right of the Contractor to complete the Project for any cause stated in this Section 80.

- 80.3 If termination is effected by the OCFA, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the OCFA because of the Contractor's default. The equitable adjustment for any termination shall provide for payment to the Contractor for services rendered and expenses incurred in accordance with Section 8 of the California, Department of Transportation Standard Specifications.
- 80.4 After receipt of a Notice of Termination, and except as otherwise directed by the Board of Directors, the Contractor shall:
  - (1) Stop work under the Contract Documents on the date and to the extent specified in the Notice of Termination; and
  - (2) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract Documents as is not terminated; and
  - (3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination; and
  - (4) Assign to the OCFA, all of the right, title and interests of the Contractor under the orders and subcontracts so terminated, in which case the OCFA shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; and
  - (5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, subject to the approval of the Board of Directors; and
  - (6) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
  - (7) Deliver or otherwise make available to the OCFA all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process; and
  - (8) Take such action as may be necessary, or as the Project Manager may direct, for the protection and preservation of the property related to the Contract Documents which is in the possession of the Contractor and in which the OCFA has, or may acquire, interest.
- 80.5 After receipt of a Notice of Termination, the Contractor shall submit to the Project Manager a verified termination claim. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Board of Directors upon request of the Contractor made in writing within such one-year period or authorized extension thereof.
- 80.6 If any dispute concerning a question of fact arising under the terms of this Contract is not disposed of within a reasonable period of time by Contractor and Project Manager, such matter shall be brought to the attention of the OCFA via written notice of unresolved dispute(s). If agreement cannot be reached after a good faith effort to resolve the dispute, either party may assert its other rights and remedies within this Contract or within a court of competent jurisdiction. The Parties agree that, in the event of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Contract. The Contractor and the OCFA Board of Directors may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Section 80, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not

terminated. The Contract Documents shall be amended accordingly, and the Contractor shall be paid the agreed amount.

#### 81 Patent Infringement

- 81.1 The Contractor shall report to the Project Manager, promptly and in reasonable detail, each notice or claim of patent infringement based on the performance of the Contract Documents of which the Contractor has knowledge.
- 81.2 In the event of any suit against the OCFA, or any claim against the OCFA made before suit has been instituted, on account of any alleged patent infringement arising out of the performance of the obligations under the Contract Documents, or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall, at Contractor's own expense, furnish to the OCFA, upon request, all evidence and information in possession fo the Contractor pertaining to such suit or claim. The Contractor further agrees to indemnify and hold harmless the OCFA against any and all claims or lawsuits based upon such patent infringement, to defend such suits, and to pay any judgment rendered against OCFA, its employees, or the Board of Directors.

#### 82 No Waiver By OCFA

The failure of the OCFA in any one or more instances to insist upon strict performance of any of the terms of the Contract Documents or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

#### 83 Disputes

- 83.1 In the event of a dispute between the parties as to performance of the work, the interpretation of the Contract Documents, or payment or nonpayment for work performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor shall continue the work diligently to completion as directed by Project Manager. If the dispute is not resolved, the Contractor agrees Contractor will neither rescind the Contract Documents nor stop the progress of the work.
- 83.2 With respect to any "claim" as that term is defined in Public Contract Code section 9204, Contractor shall submit such claim in accordance with Section 91 hereinbelow.

#### 84 Attorneys' Fees

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each party shall be responsible for their respective costs, including attorneys' fees. The prevailing party shall not be entitled to recover its attorneys' fees or related costs. Nevertheless, if any action is brought against the Contractor or any Subcontractor to enforce a Stop Notice or Notice to Withhold, which names the OCFA as a party to said action, the OCFA shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the OCFA. The OCFA shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

#### 85 Contractor's Employees' Compensation

85.1 General Prevailing Rate: OCFA has been advised by the State of California Director of Industrial Relations of the Director's of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of the same are on file in the Office of the Engineer of OCFA. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774 of the State of California.

- 85.2 Forfeiture For Violation: Contractor shall, as a penalty to the OCFA, forfeit Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by the Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.
- 85.3 Apprentices: Sections 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the contractor shall comply therewith if the prime contract involves Thirty Thousand Dollars [\$30,000.00] or more or twenty (20) working days, or more; or if contracts of specialty contractors not bidding for work through the general or prime contractor are Two Thousand Dollars [\$2,000.00] or more or Five (5) working days or more. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.
- 85.4 Workday: In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and Contractor shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in Section 11.4.2 above. Contractor shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the OCFA as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any Subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Project.
- Record of Wages; Inspection: The Contractor and each subcontractor performing any portion 85.5 of the work under the Contract Documents shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with the work. Said payroll records shall be certified and shall be available for inspection at the principal office of the Contractor on the basis set forth in Labor Code Section 1776. The Contractor shall file a certified copy of said payroll records with the OCFA within ten days after receipt of a written request therefor from Project Manager or othersise from the OCFA. The Contractor shall inform the OCFA of the location of said payroll records, including the street address. City and State, and shall, within five working days, provide a notice of change of location and address of said payroll records. It shall be the responsibility of the Contractor to ensure the compliance with the provisions of this Section 85 and the provisions of Labor Code Section 1776. In the event of noncompliance with the requirements of this Section or the requirements of Labor Code Section 1776, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply. Should noncompliance exist after said ten-day period, the Contractor shall, as a penalty to the OCFA, forfeit Twenty-five Dollars (\$25) for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains until strict compliance is effectuated. The Contractor acknowledges that, without limitation as to other remedies of enforcement available to the OCFA, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due the Contractor.

85.6 Pursuant to California Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

#### 86 SAFETY & HEALTH

- 86.1 The General Contractor (the Contractor) shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of OCFA who may be involved. These precautions shall include, but in no event be limited to the:
  - (1) Provisions of Local, State and Federal Regulations.
  - (2) Posting of danger signs and personal notification to all affected persons of the existence of a hazard, of whatever nature.
  - (3) Furnishing and maintaining of necessary traffic control barricades and flagman services.
  - (4) Use or storage of required explosives or other hazardous materials only under the supervision of qualified personnel.
  - (5) Maintenance of adequate quantities of operable fire protection equipment at the Work Site, as required by Local and /or State regulations.
- 86.2 The Contractor shall set forth in writing its site specific safety precautions and programs in connection with the Work, including an Anti-Substance Abuse Program which meets or exceeds any and all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to the:
  - (1) California Occupational Safety and Health Act of 1973, as amended, and rules and regulations now or hereafter in effect pursuant to said Act.
  - (2) California Code of Regulations, Title 8, as amended.
  - (3) The Labor Code of the State of California, as amended.
  - (4) Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
  - (5) Code of Federal Regulations, Title 29, as amended.
  - (6) The Drug-Free Workplace Act of 1988.
  - (7) In the event of conflicting requirements, the more stringent shall govern and if requested by OCFA, submit the same to OCFA for review. OCFA may, but shall not be obligated to, make suggestions and recommendations to the Contractor. OCFA shall review and approve the Contractor's Site Specific Program.
- 86.3 All work, whether performed by the Contractor or its Subcontractors, of all tiers or anyone directly or indirectly employed by any of them, and all equipment, machinery, materials, tools and like items incorporated or used in the Work, shall be compliance with and conform to:
  - (1) All applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act, and California Code of Regulations, Title 8, as amended; and,

- (2) All codes, rules, regulations and requirements of OCFA and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- 86.4 The Contractor shall designate a responsible and qualified member of its organization at the Work Site who has the authority to enforce the Contractor's Safety and Anti-Substance Abuse Programs, to assure compliance with Paragraph 10.1 and to prevent accidents.
- 86.5 The Contractor shall have a safety representative. The Contractor's safety representative will have:
  - (1) The authority to stop work when safety problems are identified.
  - (2) The authority to implement corrective actions.
  - (3) Extensive training in safety and loss control practices regarding the Contractor's type of work.
  - (4) Certification in the OSHA Construction Outreach 10/30 Hour Program.
  - (5) Certification in first aid and CPR.
- 86.6 The Contractor shall require its Subcontractors of all tiers to designate a competent and responsible safety representative to assist the Contractor's representative in the performance of his or her duties.
- 86.7 Should the Contractor fail to provide a safe work environment in accordance with the provisions in 10.1.1, OCFA or Project Manager shall have the right, but not the obligation, to suspend Work in the unsafe area, as specified in 10.6. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be paid by the Contractor.
- 86.8 After a Contractor has been awarded the construction contract for the Project, it will be required to attend a pre-construction safety meeting. The purpose of the meeting is to review the Project's Safety Program and requirements. At this time, specific safety concerns related to the Contractor's work will be discussed.
- 86.9 If deemed necessary by the Project Manager or Project Safety Coordinator, or other OCFA representative, a written Job Safety Analysis (JSA) will be required of the Contractor. The JSA will be required for frequency and severity exposures such as steel erection, deep excavations, spray painting, crane handling of large/expensive equipment, etc. This is to ensure that appropriate controls are established prior to work beginning.
- 86.10 Workplace violence (Type III), verbal intimidation or threats to the Project Manager, OCFA or designee will result in immediate removal from the Project. Contractor shall develop and implement a workplace violence policy and procedure.
- 86.11 The Contractor shall provide, or cause to be provided, each worker on the Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Site who fails or refuses to use the same. OCFA and/or Project Manager shall have the right, but not the obligation, to order the Contractor to send a worker off the Site for the day or to require the contractor to not allow the worker any further work on OCFA's site for his or her failure to comply with safety practices, with which order the Contractor shall promptly comply.
- 86.12 Safety Indemnification. The Contractor shall defend, indemnify, and hold the Project Manager, OCFA, and their respective officers, directors, agents, employees, and assigns harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting either in whole or in part from any failure of the Contractor, or its

Subcontractors, of all tiers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with provisions of the Project Manual, including but not limited to all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, all Cal/OSHA laws and regulations and the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to thereto. The Contractor shall not be relieved of its responsibilities under this Subsection should OCFA act or fail to act pursuant to its rights hereunder, nor shall OCFA thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed on the Contractor by this Contract, by virtue of providing OCFA's Safety Policies & Procedures, or any other manner whatsoever.

- 86.12.1 The Contractor shall not raise a defense as to its obligation to indemnify under Subsection 86.12 above any contributing negligence of any of those indemnified hereunder, its being understood and agreed that no such contributing negligence shall relieve the Contractor from its liability to so indemnify nor entitle the Contractor to any contribution, either directly or indirectly, by those indemnified hereunder.
- 86.12.2 In any and all claims against those indemnified hereunder by any employee of the Contractor or its Subcontractors of all tiers, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 86.12 shall not be limited in any way to any limit on the amount or type of damage, compensation or benefits payable by or for the Contractor or its Subcontractors of any tiers under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.
- 86.13 In connection with the performance of this contract, OCFA shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any or all employees. Contractor agrees that OCFA, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the worksite. Contractor acknowledges that provisions of Section 6400 of the California Labor Code, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event OCFA identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite, OCFA is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this Section. OCFA may also, at its sole authority and discretion, issue an immediate stop work order to Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by OCFA to Contractor in accordance with the provisions of this Section, shall not give rise to any claim or cause of action for delay damages by Contractor or Contractor's agents or subcontractors against OCFA.

#### 87 Non-Discrimination

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

- 87.2 Contractor shall not engage in, nor permit its agents, including its Subcontractors and suppliers, to engage in discrimination in employment of persons or provision of services or supplies, on the grounds of race, color, creed, religion, gender, marital status, national origin, sexual orientation, or ancestry.
- 87.3 Contractor, and Contractor's Subcontractors and suppliers, shall employ fair employment practices with regard to all employees and all applicants for employment and shall act in accordance with all applicable federal, state, and local laws and regulations relating to such fair employment practices. In furtherance of such obligation, Contractor agrees that Contractor, Subcontractors, and suppliers shall not discriminate in employment and/or provision of services under this Contract and all employment practices shall be without regard to a person's race, color, creed, religion, gender, national origin, age, ancestry, physical handicap, medical condition, marital status, all in accordance with applicable federal, state, and local laws or regulations. Fair employment practices shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other form of compensation and selection for training including apprenticeship.
- 87.4 In the performance of the terms of the Contract Documents, Contractor agrees that Contractor will not engage in nor permit such subcontractors as Contractor may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as an otherwise qualified handicapped individual. This prohibition shall pertain to employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay and other forms of compensation, selection for training, including apprenticeship, and any other action or inaction pertaining to employment matters.

#### 88 Assignment of Antitrust Actions

In accordance with Public Contract Code Section 7103.5, by entering into the Contract Documents or into a subcontract to supply goods, services, or materials pursuant to the Contract Documents, the Contractor, or subcontractor, offers and agrees to assign to the OCFA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract Documents or the subcontract. This assignment shall be made and become effective at the time the OCFA tenders final payment to the Contractor, without further acknowledgment by the parties. The contractor shall cause to be inserted in any such subcontract stipulations to effectuate this Section 88 and the provision of Public Contract Code Section 7103.5.

#### 89 Time of Commencement; Time Is of the Essence

- 89.1 **Commencement**: Contractor agrees to commence the Project within ten (10) calendar days from the date the OCFA's Board approves this Contract, and Contractor shall diligently prosecute the work to Substantial Completion of the Milestones as identified in the Contractor's Construction Schedule and Substantial Completion of the Project no later than the Scheduled Completion Date, excluding modifications for delays caused or authorized by the OCFA as set forth in Section 71.5.
- 89.2 **Construction Schedule**: Within 30 days of the Award of the Contract, Contractor shall furnish to the Project Manager one reproducible, three prints, and an electronic or digital copy in a format approved by the Project Manager of the Contractor's Construction Schedule. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth

the dates that each item will be delivered. The schedule shall establish the order of work which minimizes disruption of existing travel lanes. Upon submission by Contractor, and approval by the Project Manager, the Contractor's Construction Schedule shall be attached to Project Manual as an Exhibit and shall be deemed the baseline schedule. The Contractor's Construction Schedule shall identify and specify scheduling for the Work based on the critical path method (or other scheduling method acceptable to the Project Manager) and updating thereof, and shall provide other schedules that would further the efficient completion of the Project, including the Work and the Related Work in the most expeditious and economical manner. The Contractor's Construction Schedule shall depict in detail the sequence and timing of all activities of the Work and Related Work, including, without limitation, commencement and Completion Dates of Milestones and for all other significant portions of the Work and Related Work. The Contractor's Construction Schedule shall be updated at least monthly, except that the Scheduled Completion Date shall not be changed or modified unless otherwise approved by the Project Manager pursuant to the terms of this Contract.

89.3 **Progress Reports**: Concurrently with its submission of Applications for Payment, Contractor shall provide the Project Manager with a report (1) detailing the actual progress of the Work and Related Work as of the date of such report; (2) stating any discrepancies between the actual progress of the Work and Related Work; (3) identifying the progress anticipated by the Contractor's Construction Schedule as of the date of such reports; and (4) stating a recovery schedule to place the Work and Related Work back on schedule, at no cost to the OCFA. The Contractor's Construction Schedule shall include Milestones for each aspect of the Work and the timing for completion of Related Work that could affect completion of the Work by the date listed in the Contractor's Construction Schedule.

#### 89.4 Acceleration.

- 89.4.1 The OCFA reserves the right to accelerate the work of the Contract at any time during its performance. In the event the OCFA directs acceleration, such directive will be given to the Contractor in writing. The Contractor shall keep cost and other Project records related to the acceleration directive separately from the normal Project cost records and shall provide a written record of acceleration costs to the OCFA on a daily basis.
- 89.4.2 In the event the Contractor believes that some action or inaction on the part of the OCFA constitutes an acceleration directive, the Contractor shall immediately notify the OCFA in writing that the Contractor considers the actions or inactions an acceleration directive. The Contractor shall not accelerate their work efforts until the OCFA responds to the written notification. If acceleration is then directed or required by the OCFA, all cost records referred to in the previous paragraph shall be maintained by the Contractor and provided to the OCFA on a daily basis.
- 89.4.3 In order to recover additional costs due to acceleration, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will only be overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will only be the cost of added equipment mobilized to the site to accomplish the accelerated work effort.
- 89.5 **TIME IS THE ESSENCE OF THIS CONTRACT**: NOTWITHSTANDING OCFA'S APPROVAL OF ANY UPDATED CONTRACTOR'S CONSTRUCTION SCHEDULE, THE SCHEDULED COMPLETION DATE SHALL BE STRICTLY ADHERED TO DURING THE TERM OF THIS

CONTRACT. THE SCHEDULED COMPLETION DATE MAY ONLY BE CHANGED AS PROVIDED IN THE CONSTRUCTION CONTRACT.

- 89.6 **Ongoing Responsibility of Contractor:** As required by the Project Manual, Contractor shall prepare and obtain approval of all shop drawings, submittals, details, and samples, and do all other things necessary and incidental to the prosecution of Contractor's work in conformance with the Project Manual and Contractor's Construction Schedule. Contractor shall coordinate the Work with the Related Work through the Project Manager, in a manner that will facilitate the efficient completion of the Project in accordance with the Project Manual.
- 89.7 **Control of the Site and Order of Work**: Contractor shall have control of the Site and shall have the right to decide the time or order in which the various portions of the work shall be constructed or installed consistent with the Contractor's Construction Schedule and shall establish the priority of the work of Subcontractors of the Work and the Related Work, and, in general, all matters representing the timely and orderly completion of the Project.
- 89.8 **Cooperation**: Notwithstanding the Scheduled Completion Date, Contractor will cooperate with the OCFA and the OCFA's separate Contractors, consultants, and employees and Contractor agrees to provide for and coordinate access to the Project prior to the Scheduled Completion Date.
- 89.9 **Contractor's Risk Of Non-Performance**: IT IS SPECIFICALLY AGREED THAT CONTRACTOR ASSUMES THE RISK OF NONPERFORMANCE, LATE PERFORMANCE, AND NONCOMPLIANCE WITH THE REQUIREMENTS OF THE PROJECT MANUAL BY CONTRACTOR, CONTRACTOR'S SUBCONTRACTORS, SUPPLIERS, AND AGENTS. CONTRACTOR SHALL NOT BE ENTITLED TO AN EXTENSION OF ANY COMPLETION DATE OF THE SCHEDULED COMPLETION DATE FOR THE ABOVE STATED REASONS OR ANY OTHER REASONS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PROJECT MANUAL.
- 89.10 **Notification of Inability to Comply**: If the Contractor, at any time, ascertains that for any reason it is unable to complete the phases of the Work by the Milestones, or complete the Project by the Scheduled Completion Date, Contractor shall promptly and without delay notify the Project Manager in writing of this fact.
- 89.11 Liguidated Damages: The Parties acknowledge and agree that if Contractor fails to achieve Substantial Completion of the Project by the Scheduled Completion Date or fails to achieve Substantial Completion of a Milestone, as such dates may be extended in accordance with the Project Manual, OCFA will suffer, as a result of Contractor's failure, substantial damages which are both extremely difficult and impracticable to ascertain. Therefore the Parties having reasonably endeavored, but failed, to ascertain an amount bearing a reasonable relationship to the actual damage that OCFA will incur if Contractor fails to achieve Substantial Completion of the Project by the Scheduled Completion Date or fails to achieve completion of a Milestone as such dates may be extended in accordance with the Project Manual, agree that in addition to all other damages to which OCFA may be entitled, Contractor agrees to pay to OCFA as liquidated damages, and not as a penalty but as a reasonable estimate of the amount of damages OCFA will suffer, the amount of Five Hundred Dollars (\$500.00) per day for each calendar day occurring after the completion date of a Milestone during which Contractor fails to achieve Substantial Completion for each such Milestone. In addition, the OCFA shall have the right to charge to the Contractor and to deduct from payments for the Work the actual cost to the OCFA of engineering, inspection, superintendence, and other overhead expenses, which are directly chargeable to the Contract and which accrue during the period of such delay. The expenses and damages described above shall be deducted

from any money due the Contractor under this contract. The Contractor and its sureties shall be liable for any excess cost.

89.12 Additional Remedies: The Parties also acknowledge and agree that OCFA is entitled to any and all legal and equitable remedies OCFA may have that exceed the amount of Liquidated Damages.

#### 90 Audit And Access To Records

- 90.1 Contractor shall maintain all books, records, documents, and other evidence directly pertinent to the performance of the work under this Contract in accordance with generally accepted accounting principles and practices consistently applied. Contractor shall also maintain all financial information and data used by the Contractor in the preparation or support of any cost submission, including the Contractor's original bid required for this Contract, or any Change Order, claim, or other request for any adjustment, and a copy of the cost summary or information submitted to the OCFA. The Project Manager or the Fire Chief shall have access upon twenty-four hours advanced written notice, at all times during normal business hours, to all such books, records, documents, financial information, and all other evidence for the purpose of inspection, audit, and copying. The Contractor shall, at no cost to the OCFA, provide proper facilities for such access, inspection, and copying purposes.
- 90.2 The Parties agree that the provisions of this Section 90 are applicable to Project Manual and all Change Orders, claims, and any other request for adjustment affecting the time or price of this Contract. The Contractor agrees to include the provisions of this Section in all Subcontracts and purchase orders, at any tier, and make this Section 90 applicable to all Change Orders, claims, and other requests for adjustment related to Project performance by Contractor's Subcontractors and suppliers.
- 90.3 Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines.
- 90.4 The Contractor agrees to the disclosure of all information and reports resulting from access to records under the provisions of this Section to the OCFA, the Fire Chief, the Project Manager, and any affected or interested state or local agency.
- 90.5 Records under the provisions of this Section shall be maintained and made available during the performance of the Work under this Contract until three years past final payment and until final settlement of all disputes, claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Contract to any Change Order, dispute, litigation, settlement of any claim arising out of such performance, or to the cost of items to which an audit exception has been taken, shall be maintained and made available until final payment or final resolution of such dispute, litigation, claim, or exception, whichever occurs later.
- 90.6 These rights to access provisions as provided in this Section apply to all financial records pertaining to this Contract and all Change Orders and claims. In addition, this right to access applies to all records pertaining to all contracts, Change Orders, and any amendments to this Contract: (1) To the extent the records pertain directly to Contract performance; (2) If there is any indication that fraud, gross abuse, or corrupt practices may be involved; or (3) If the Contract is terminated for default or convenience.
- 90.7 Access to records is not limited to the required retention periods. The Fire Chief shall have access to records at any reasonable time for as long as the records are maintained.

#### 91 Resolution Of Construction Claims

- 91.1 California Public Contract Code (PCC) section 9204 as adopted by Assembly Bill 626 prescribes a process to present, confer, and mediate construction claims relating to the OCFA's public works project. Notwithstanding any provisions to the contrary in the Project Manual, this section shall govern all disputes to which section 9204 applies.
- 91.2 For purposes of this Section 91, "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested for (A) a time extension, including, without limitation for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or the amount the payment of which is disputed by the local agency. (PCC 9204(c)(1))
- 91.3 For purposes of this Section 91, "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or another public improvement of any kind.
- 91.4 For any Claim subject to this Section 91, California Public Contract Code section 9204 requires the following:
  - 91.4.1 The claim shall be submitted by the Contractor in writing, sent by registered mail or certified mail with return receipt requested and must include the documents necessary to substantiate the claim. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims. However, upon receipt of a claim, the OCFA, and the Contractor may, by mutual agreement, extend the time period provided by statute.
  - 91.4.2 For claims of all amounts, the OCFA shall respond within 45 days of receipt of the claim, and provide the claimant a written statement identifying which portion of the claim is disputed and which portion of the claim is undisputed. If the OCFA requires approval from the Board of Directors, and the Board of Directors does not meet within the 45-day period to respond, the OCFA shall have up to three days to issue its response following the Board of Directors meeting.
  - 91.4.3 For all portions of a claim determined to be undisputed, the OCFA must process payment to the claimant within 60 days of issuing the OCFA's written determination.
  - 91.4.4 If the claimant disputes the OCFA's response, or if the OCFA fails to respond within the time limits provided, the claimant may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand must be sent in writing by registered or certified mail, return receipt requested. Upon receipt of a demand, the OCFA must schedule a meet and confer conference within 30 calendar days for settlement of the disputed claim.
  - 91.4.5 Within ten (10) business days following the conclusion of the meet and confer conference, if any portion of the claim remains in dispute, the OCFA shall provide the claimant an addition written statement identifying the portion of the claim that is undisputed and the portion that remains in dispute.

- 91.4.6 For all portions of a claim determined to be undisputed, the OCFA must process payment to the claimant within 60 calendar days of issuing the OCFA's written determination.
- 91.4.7 Any remaining undisputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation in which the parties share the cost evenly. The OCFA and the claimant shall mutually agree on a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree, each party shall select a mediator and those mediators shall jointly select a qualified, neutral third party to mediate the remaining undisputed claim. Each party shall bear the respective costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside of PCC section 9204.
- 91.4.8 Unless otherwise agreed to by the OCFA and the Contractor in writing, the mediation conducted pursuant to this Section 91 shall excuse any further obligation under PCC Section 20104.4 to mediate after litigation has been commenced.
- 91.4.9 Public Contract Code Section 9204 does not preclude the OCFA from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program if mediation under this section does not resolve the parties' dispute.
- 91.4.10 Should the OCFA fail to respond to a claim, or fail to issue written statements as required, the Contractor's claim is deemed denied. A claim denied by reason of the OCFA's failure to respond shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- 91.4.11 Amounts not paid in a timely manner as required by PCC 9204 shall bear interest at seven percent per annum.

#### 92 Notice Of Third-Party Claims

When required by PCC Section 9201, the OCFA will provide timely notification to Contractor of the receipt of any third-party claim relating to the Agreement. The Contractor agrees to reimburse the OCFA for its reasonable costs incurred in providing such notice.

#### 93 Cleanup

- 93.1 The Contractor shall at all times keep the Site clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by his performance of the Work, and shall continuously throughout performance of the Work remove and dispose of all such materials from the Site and the Project.
- 93.2 Project Manager may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as Project Manager may make known to the Contractor. In event the Contractor fails to keep the Site clean and free from such waste or rubbish, or to comply with such standards, means and methods, OCFA may take such action and offset any and all costs or expenses of whatever nature paid or incurred by OCFA in undertaking such action against any sums then or thereafter due to the Contractor.
- 93.3 The Contractor shall notify OCFA in advance of the generation, importation, storage, transportation or disposal, of any hazardous waste, toxic materials or contaminants of any type in connection with the Project. Contractor shall provide Project Manager with Material

Safety Data Sheets (MSDS's) and the Uniform Hazardous Waste documents. The Contractor will develop and implement a written and effective Spill Control and Containment Plan.

#### 94 Trenches and Excavations

- 94.1 The Contractor shall promptly, and before any of the following conditions are disturbed, notify the Project Manager, in writing, of any:
  - (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class 1, Class II, or Class III disposal site in accordance with the provisions of existing law; or
  - (2) Subsurface of latent physical conditions at the Site differing from those indicated; or
  - (3) Unknown physical conditions at the Site of unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract and Project Manual.
- 94.2 The Project Manager shall promptly investigate the conditions, and if the Project Manager finds that the conditions materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order, subject to the provisions of the Project Manual.
- 94.3 In the event that a dispute arises between the Project Manager and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any Scheduled Completion Date provided for in the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes and protests between parties.

#### 95 Uncovering and Correction of Work; OCFA's Right To Carry Out Work

- 95.1 If any portion of the Work should be covered contrary to the instructions or request of Project Manager or the requirements of the Project Manual, the Contractor shall, if required by Project Manager, uncover such portion of the Work for Project Manager's observation and shall replace such Work all at the Contractor's expense.
- 95.2 If any portion of the Work should be covered prior to a specific request for observation or instruction by Project Manager, Project Manager may request to see such Work, and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Project Manual and without defect, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to OCFA. If such Work is found to be defective or not in accordance with the Project Manual, the Contractor shall bear such costs.
- 95.3 Project Manager shall have the authority to reject any portion of the Work which is defective or does not conform to the Project Manual, and the Contractor shall promptly correct all Work so rejected by Project Manager, whether observed before or after the Date of Substantial Completion and whether or not fabricated, installed or completed. In order that such corrective Work shall not interrupt or delay Contractor's Construction Schedule or the completion date of the Project, the Contractor shall perform such Work according to a schedule therefor established by Project Manager (which may provide that the same be performed on overtime, shiftwork, Saturdays, Sundays and/or holidays), utilizing in the performance thereof such manpower as is necessary to complete the correcting such rejected

Work including, without limitation, compensation for any additional architectural and engineering services made necessary thereby.

- 95.4 If, within one (1) year after the Completion of the Work (as determined by OCFA) or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty or guarantee required by the Project Manual, any of the Work is found to be defective or not in accordance with the Project Manual, the Contractor shall correct it promptly after receipt of written instructions to that effect from OCFA unless OCFA has previously given the Contractor a written acceptance of such condition.
- 95.5 The Contractor shall remove from the Site all Work which is defective or non-conforming and not corrected under the provisions of these General Conditions unless removal is waived in writing by OCFA.
- If the Contractor does not remove such uncorrected defective or non-conforming Work within 95.6 a reasonable time fixed by written instructions to that effect from Project Manager, OCFA may remove it and store the materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, OCFA may, upon ten (10) additional days written notification to the Contractor, sell such materials and equipment at public or private sale and account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor. including compensation for any additional architectural and engineering services and attorneys' fees made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such difference, the Contractor shall, upon demand, pay the same to OCFA. The obligations of the Contractor under this Subsection shall be in addition to, and not in limitation of, any obligations imposed on it by law, by any other provision of this Contract or by any warranty or guarantee under this Contract.
- 95.7 If the Contractor fails to correct any defective or non-conforming Work, OCFA may correct it with its own forces or by contract with a third party contractor. In the event of a defect found after final acceptance of the Work by OCFA which the Contractor is obligated to correct pursuant to Project Manual, OCFA may, at its option, after giving the Contractor an opportunity to correct such defect, cause such corrective Work to be performed by others and charge the Contractor with the cost thereof. Such charge shall be due and payable by the Contractor upon demand.
- 95.8 If the Contractor defaults or neglects to carry out the Work in accordance with the Project Manual or fails to perform any provision of this Contract, and such default, neglect or nonperformance shall continue for a period of 48 hours after written notification thereof from OCFA (or if such default, neglect or non-performance cannot be reasonably remedied within such 48-hour period, and Contractor does not (in the sole determination of OCFA) undertake in good faith the remedy of the same within said period and thereafter proceed diligently to completion), then OCFA may, without prejudice to any other remedy OCFA may have, make good such deficiencies; provided, however, that in the event of an emergency, as determined by OCFA, no notification shall be required. OCFA shall have the right to take possession of such portion of the Site as will enable it to make good such deficiencies and, in connection therewith, to utilize the materials, equipment, tools, construction equipment and machinery of the Contractor located on the Site. If OCFA makes good any such deficiencies, the costs of correcting the same including, without limitation, compensation for additional architectural and engineering services made necessary by such default, neglect or non-performance, shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then

or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall, upon demand, pay the difference to OCFA.

95.9 If OCFA prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case an appropriate amount shall be offset against any amounts then or thereafter due to the Contractor; or, if the said appropriate amount of offset is determined after final payment (or if there is not then or thereafter due to the Contractor an amount sufficient to cover the offset available to OCFA), the Contractor shall, upon demand, pay the appropriate amount (or the difference after offset, as applicable) to OCFA.

#### 96 Plans, Specifications and Survey

The Contractor shall maintain a control set of Plans, Specifications and survey on the Project site at all times. All final locations determined in the field by survey, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-constructed conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement has been met.

#### 97 Permits

OCFA will reimburse the Contractor for the public agency-charged fee for permits, inspections. No profit amount shall be added to such reimbursement.

#### 98 Compliance with Laws; Non-Discrimination

Contractor shall ensure that its officers, employees, agents, contractors, and subcontractors: (1) conduct themselves in compliance with all applicable laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, harassment, and ethical behavior, throughout the duration of the Contract; and (2) comply with all OCFA, State, and Federal, Local Agency and Regulatory Agency orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

#### 99 Right-Of-Way And Easements

In the event any required easements have not yet been acquired by the OCFA, the Contractor shall conduct its operation so as to confine its work to the limits of the existing right-of-way.

#### 100 Disputed Work

Contractor shall keep all records of disputed work in accordance with the General Conditions. In any case where the Contractor believes extra compensation is due the Contractor for work or materials not clearly covered in the Contract, or not ordered by the OCFA as "extra work", the Contractor shall notify the OCFA in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which Contractor bases the claim. All "claims" as that term is defined in Public Contract Code section 9204 shall be submitted and processed in accordance with Section 91 hereinabove. Such notice by the Contractor, and the fact that the OCFA has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. The validity of the claim is well founded, the valid portion shall be allowed and paid for as "extra work"; if the OCFA determines that all or a portion of the claim is not well founded, the portion that is not well founded shall be disallowed and not paid, subject to Section 91. Nothing herein limits the authority of the OCFA to consider, approve or disapprove of Change Orders in accordance with the Project Manual.

#### 101 Time of Completion.

Work will be deemed completed on the same date when the Notice of Completion is recorded with the County of Orange.

#### 102 Delivered Materials.

Materials and equipment delivered but not incorporated into the work shall not be included in the estimate for progress payment.

#### 103 Mobilization.

- 103.1 Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site; for the establishment of all offices, buildings and other facilities necessary for the work on this Project; and for all other work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the Project site. Mobilization is deemed to include all aspects of mobilization and de-mobilization work occurring during the life of the Project for any reason.
- 103.2 Full compensation for mobilization shall be included in the Contract lump sum price bid for Mobilization and shall include full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein, and no additional compensation will be allowed. Mobilization shall not exceed 5% of the entire bid, excluding mobilization and as shown in the Proposal Bid Sheet.

#### 104 Facilities For Contract Personnel.

- 104.1 Extended Field Office Overhead Cost.
  - 104.1.1 Within fourteen (14) calendar days after receipt of the Notice to Proceed, the Contractor shall submit a written statement to the OCFA detailing its field office overhead costs which are time related. The OCFA will review this first cost submittal and reach a written agreement with the Contractor on a daily field office overhead cost rate which shall be memorialized in a no cost change order. The daily rate agreed to in this change order will be applicable throughout the duration of the Contract. No field office costs will be paid until such an agreement is reached between the OCFA and the Contractor and the change order concerning this daily rate is executed by both parties. Progress payments will be withheld pending receipt of the above-referenced cost submittal and executed change order.
  - 104.1.2 The individual cost components of the daily field office overhead rate shall represent costs which increase as a direct result of any time extension caused solely and exclusively by an act or omission of the OCFA. This listing may include such cost items as on-site project management, supervision, Engineering and clerical salaries; on-site utilities and rent; on-site company vehicles and their operating expenses; and site maintenance and security expenses. Field office overhead costs which are unaffected by increased time shall not be allowable cost in calculating the daily field office overhead rate. These non-time related costs include, but are not limited to, acquisition and installation of stationary equipment; temporary construction facilities; utilities and office furnishings (unless such items are rented or leased); the preparation of the site

including clearing, grubbing, grading, fencing, mobilizations and demobilization costs; and the costs of permits, bonds and insurance coverage for the Project.

- 104.1.3 The individual wage cost components used to calculate the daily field office rate shall be supported by actual employee payroll records, not salary ranges or estimates. Hourly rates for management, supervisory, engineering, and clerical employees shall be based upon 2080 work hours per year and shall not include allowances for holidays, vacations, or sick time.
- 104.1.4 When applicable, the daily field office overhead rate shall be multiplied by the number of days the Contract is delayed or extended by change order and shall be added to the agreed upon change order cost. The days of delay shall be those caused solely by the acts or omissions of the OCFA and documented by a time impact analysis prepared and submitted by the Contractor. In the event a deductive change order is issued which reduces time under the Contract, the daily field office overhead rate shall be used to calculate the deductive amount. No allowance for overhead costs and no profit allowance shall be added to the extended field office overhead cost.

#### 105 OCFA Officers And Employees; Non-Discrimination

- 105.1 No member, officer, member of the OCFA Board of Directors, or employee of the OCFA shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by OCFA or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Contract.
- 105.2 Pursuant to the provisions of the OCFA's conflict of interest code, the Political Reform Act as set forth in Government Code Section 81000 et seq., and/or the prohibition against self-dealing in contracts as set forth in Government Code Section 1090 et. seq., the Parties acknowledge that no officer or employee of the OCFA, or any member of the OCFA Board, shall have any personal interest, direct or indirect, in this Contract or any Subcontract under the Contract, nor shall any such officer, employee, or member of the OCFA Board participate in any decision relating to the Contract which effects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. In the furtherance of such acknowledgement, Contractor:
  - i. Contractor agrees that no officer, employee, member of the OCFA Board of Directors, agent, or assignee of the OCFA having direct or indirect control of any monies allocated by OCFA to finance this Project, shall serve as an officer, director, employee, or agent of Contractor, or as a officer, director, employee, or agent of any Subcontractor of supplier of Contractor under this Contract; and
  - ii. Any conflict or potential conflict of interest of any officer, director, employee, or agent of Contractor or any Subcontractor or supplier of Contractor has been fully disclosed to the OCFA prior to execution of this Contract and such disclosure shall be deemed a part of this Contract.
- 105.3 Contractor shall not expend any funds for the purpose of influencing or attempting to influence an officer, member, employee, or member of the OCFA Board in the connection with the awarding and the administration of this Contract or any subcontract in furtherance of the Project.

#### 106 Entire Agreement

It is agreed that this Contract (which incorporates the Project Manual) represents the entire agreement. It is further agreed that the Project Manual is incorporated in this Contract by this reference, with the same force and effect as if the same were set forth at length within the Contract, and that Contractor and Contractor's officers, employees, agents, trades, material suppliers, and Subcontractors will be and are bound by any and all of said Project Manual insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

#### 107 Written Notices

Any written notice required to be given in any part of the Contract Documents shall be performed by dispatching the same via email directed to the email address of the Contractor as set forth in the Contract Documents, and to the OCFA addressed as follows:

- A. [INSERT OCFA CONTACT INFO FOR NOTICES]
- B. [INSERT CONTRACTOR CONTACT INFO FOR NOTICES]

#### 108 Miscellaneous Provisions

- 108.1 <u>Assignment</u>: Contractor shall neither delegate its duties or obligations, nor assign its rights with respect to this Contract, either in whole or in part. Any such attempted delegation and/or assignment shall be void and deemed void at such occurrence, if it were to occur.
- 108.2 <u>Computation of Time</u>: When any period of time is referred to in the Project Manual by days, it shall be computed to exclude the first and include the last day of the period, provided, however, that if the last day of the period falls on a Saturday, Sunday, or legal holiday, that day shall be omitted from the computation. "Days" refers to calendar days unless otherwise expressly provided.
- 108.3 <u>Remedies Cumulative</u>: No remedy herein reserved to OCFA is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other given in the Project Manual as now or hereafter existing or at law, equity, or by statute.
- 108.4 <u>Nonwaiver</u>: The failure of the OCFA to notify the Contractor of any default under the Project Manual shall not be deemed to be a waiver by OCFA of any continuing default by Contractor of any term, covenant, or condition set forth in this Contract, nor of the OCFA's right to declare a default for any such continuing breach, and the failure of OCFA to insist upon strict performance of any of the terms, covenants, or conditions of the Project Manual, or to exercise any option in the Project Manual in any one or more instances, shall not be construed as a waiver or relinquishment of any such terms, covenants, conditions or options, but the same shall be and remain in full force and effect.
- 108.5 <u>Severability</u>: In case any one or more provisions set forth in the Project Manual shall for any reason be held invalid, illegal, or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Project Manual, and the Project Manual and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein so long as the deletion of such provision does not, in the OCFA's judgment, materially alter this Contract.

- 108.6 <u>No Third Party Beneficiaries</u>: The Project Manual and this Contract are not intended and shall not be deemed or construed, to confer any rights, powers, or privileges on any person, firm, partnership, corporation, or other entity not a party to this Contract except as may be expressly provided in the Contract to the contrary.
- 108.7 <u>No Verbal Agreements</u>: No verbal order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Contract or the Project Manual, and none of the provisions of the Project Manual shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or Modification in writing and executed in the manner required in this Contract by authorized officers or representatives of the Parties. No evidence shall be introduced in any proceeding of any other waiver or modification.
- 108.8 <u>Counterparts</u>: This Contract may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts should constitute one and the same agreement.
- 108.9 <u>Governing Law/Venue</u>: The Contract, including the Project Manual, shall be governed by the laws of the State of California. Venue for all disputes related to the Project, the Contract Agreement and/or the Project Manual shall be in Orange County, California.
- 108.10 Services Prior to Execution: Notwithstanding the fact that this Contract is executed as of the date first set forth above, the Parties recognize that a portion of the Work required under the Project Manual may have been performed prior to such date, all of which Work shall be governed by the terms and conditions of this Contract and shall be deemed to be a part of the Work. Without limiting the foregoing, all of Contractor's liabilities and obligations to OCFA under the Project Manual shall apply to all Work and services provided by the Contractor for the Work prior hereto, notwithstanding the fact that the Work may have been performed prior to the date hereof pursuant to prior negotiations, representations, agreements, understandings, or otherwise.
- 108.11<u>Survival of Rights</u>: Any indemnity, warranty, guarantee given by the Contractor to the OCFA under this Contract shall survive the expiration or termination of this Contract and shall be binding upon Contractor until any action under this Contract is barred by the applicable statute of limitations.
- 108.12<u>Notice</u>: All notices (whether or not designated as such herein) which are required under this Contract to be given between the parties pursuant to this Paragraph shall be in writing and deemed given and, unless otherwise provided herein, effective when delivered personally to an officer of the party to be served (including the Contractor's Project Manager, in the case of the Contractor), when deposited in the United States mail, or in a sealed envelope, with postage thereon prepaid, sent by registered or certified mail, return receipt requested, and addressed to the appropriate party at the address set forth in the Contract or such other address as may be designated by either party hereto by notice to the other, or when transmitted by wire or facsimile to the appropriate party at the aforesaid address (a complimentary confirming letter shall also be mailed to the appropriate party on the same date).
- 108.13<u>Maintenance of Harmonious Relations</u>: The Contractor is hereby advised that any portion of the Project, or other projects in proximity to the Project may be subject to, and governed by, certain union or trade agreements. It is the policy of OCFA to promote and maintain harmonious relationships in connection with the Project. The Contractor and its Subcontractors and Sub- subcontractors shall follow this policy; and shall utilize only

qualified persons or organizations in the performance of the Work. A qualified person or organization is one: which is not likely to promote labor unrest on the Project; which shall abide by all local, state and federal labor and employment relation rules, regulations and laws; whose financial stability is reasonably assured throughout the duration of the Contract; and whose commitments to other projects are not likely to interfere with its ability to perform its portion of the Work efficiently and cost effectively. OCFA reserves the right to disapprove, or to require the removal of, any person or organization who is being considered for, or has received, an award to perform all or a portion of the Work but has failed to demonstrate the willingness or ability to follow this policy.

- 108.14 Union Agreements: Regardless of the expiration of any collective bargaining agreement during the term of this Contract which may affect the Contractor in any of its activities including, without limitation, with respect to the Work or the Project, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the Contractor and its Subcontractors and Sub-subcontractors shall cooperate with OCFA concerning any legal, practical or contractual actions to be taken by OCFA in response thereto and shall perform any actions requested by OCFA to eliminate, neutralize or mitigate the affects of such actions on the progress of the Work and the impact of such actions on the public access to OCFA's facilities. It is the Contractor's obligation, at the Contractor's own cost and expense, to take all steps available to prevent any persons performing the work from engaging in any disruptive activities such as strikes, picketing, slowdowns, job actions or work stoppages of any nature or ceasing to work due to picketing or other such activities, which steps shall include, without limitation, execution of an appropriate project agreement with appropriate unions prohibiting all such activities on or about the Project. Notwithstanding any such occurrences, the Contractor shall not be relieved of its obligation to man the job and properly and timely perform the Work in a diligent manner.
- 108.15<u>Immigration Reform Control Act</u>: All Contractors, Subcontractors, and Sub-subcontractors must adhere to the Immigration Reform Control Act of 1986 and shall maintain I-9 forms regarding all employees. It is not OCFA's obligation to insure compliance with this law, however, OCFA reserves the right to inspect and copy the Contractor's records in this regard upon request.
- 108.16<u>General</u>: The captions of divisions, sections, articles, Paragraphs, Subparagraphs, clauses and the like in the Project Manual are for convenience only and shall in no way define the content or limit the meaning or construction of the wording of the divisions, sections, articles, Paragraphs, Subparagraphs, clauses and the like. The parties agree that the Project Manual shall not be construed more strictly against any party regardless of the identity of their drafter. Unless otherwise specified, Section and Subsection references appearing in these General Conditions are to Section and Subsections of the Contract Agreement.
- 108.17 Evidence of Corporate Existence and Good Standing. A corporation to which an award is made may be required, before the Contract Agreement is executed by the OCFA, to furnish evidence of its corporate existence and good standing, of its right to enter into contracts in the State of California, and that the officers signing the Contract and bonds for the corporation have the authority to do so. (Ref: California Corporations Code section 7214.)

#### SECTION 5: TECHNICAL SPECIFICATIONS

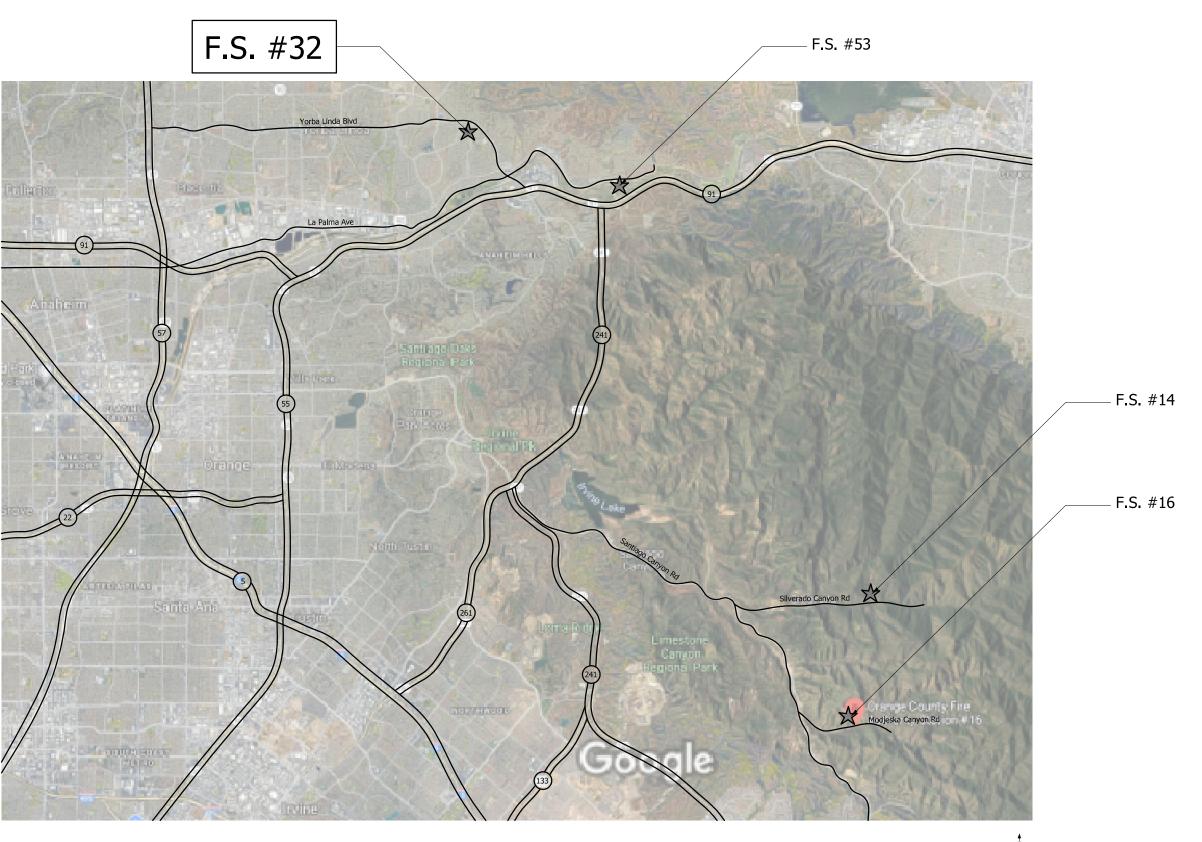
#### 5A: OCFA FIRE STATION 32 PERMIT SET

# ORANGE COUNTY FIRE AUTHORITY

# GILLIS + PANICHAPAN ARCHITECTS, INC.

Jack Panichapan, AIA PRINCIPAL-IN-CHARGE

# PLAN CHECK SUBMITTAL



VICINITY MAP (NOT TO SCALE)

# FIRE STATION FACILITIES -TENANT IMPROVEMENTS

PROJECT NO. 4009

F.S. NO. 32: 20990 YORBA LINDA BLVD., YORBA LINDA, CA 92887 -

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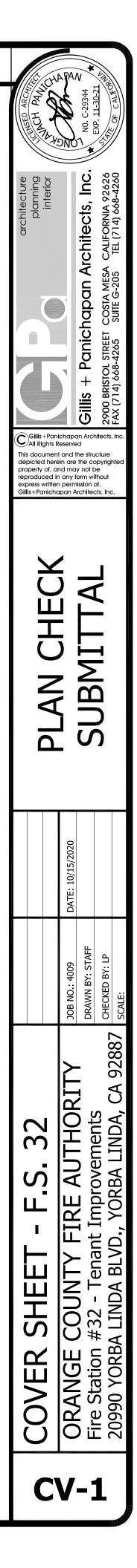
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- r-4.0 PLUMBING RISER DIAGRAMS



## **GENERAL NOTES**

- 1. THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF OCFA AND ARE NOT TO BE USED FOR OTHER PROJECTS WITHOUT THE PERMISSION OF THE ARCHITECT.
- 2. THESE NOTES APPLY TO ALL DRAWINGS, UNLESS NOTED OTHERWISE. ANY OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE DRAWINGS AND/OR GENERAL NOTES ARE TO BE BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER BEFORE PROCEEDING WITH ANY WORK SO INVOLVED.
- 3. ALL DRAWINGS AND SPECIFICATIONS ARE CONSIDERED TO BE PART OF THE CONTRACT DOCUMENTS. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE, UNLESS OTHERWISE SHOWN. THEY DO NOT INDICATE METHOD OF CONSTRUCTION. CONTRACTOR IS TO SUPERVISE AND DIRECT THE WORK UNDER HIS CONTRACT AND SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY FIELD REPRESENTATIVES OF THE OWNER AND / OR HIS CONSULTANTS ARE NOT TO INCLUDE INSPECTIONS OF REQUIRED FOR SAME, WHICH ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ANY SUPPORT SERVICES PERFORMED BY THE OWNER AND / OR HIS CONSULTANTS DURING CONSTRUCTION ARE TO BE DISTINGUISHED FROM CONTINUOUS AND DETAILED INSPECTION SERVICES WHICH ARE FURNISHED BY OTHERS. THESE SUPPORT SERVICES PERFORMED BY THE OWNER AND / OR HIS CONSULTANTS, WHETHER OF MATERIAL OR WORK, AND WHETHER PERFORMED BY THE OWNER AND / OR AFTER COMPLETION OF CONSTRUCTION ARE PERFORMED SOLELY FOR THE PURPOSE OF ASSISTING IN QUALITY CONTROL AND IN ACHIEVING GENERAL CONFORMANCE WITH DESIGN CONCEPT AND CONTRACT DRAWINGS AND SPECIFICATIONS AND THEREFORE, THEY DO NOT GUARANTEE CONTRACTORS PERFORMANCE AND ARE NOT TO BE CONSTRUED AS SUPERVISION OF CONSTRUCTION.
- 4. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS TO BE REMOVED, RELOCATED OR REMAIN INTACT AND HOW THE NEW CONSTRUCTION RELATES TO THE SITE CONDITION.
- 5. THE CONTRACTOR SHALL EXAMINE THE JOB SITE. CONFIRM ALL UTILITY LOCATIONS, SIZES, PRESSURES, ETC.. AND PROTECT, RELOCATE, CONNECT OR REMOVE ALL NECESSARY FOR TOTAL PROJECT COMPLETION. VERIFY ALL DIMENSIONS AND SATISFY HIMSELF AS TO THE EXISTING CONDITIONS UNDER WHICH HE WILL BE OBLIGATED TO OPERATE. NOTIFY THE OWNER OF ANY AND ALL DISCREPANCIES PRIOR TO COMMENCING WORK.
- 6. ALL CONTRACTORS AND SUBCONTRACTORS SHALL FAMILIARIZE THEMSELVES WITH THE CONTENTS OF ALL THE DRAWING AND ALL SPECIFICATION SECTIONS, REGARDLESS OF THEIR LICENSE CLASSIFICATION. NO REQUEST FOR CHANGE ORDER WILL BE CONSIDERED BASE UPON INFORMATION FOUND IN ONE AREA OF THE PLANS OR SPECIFICATIONS, AND NOT THE OTHER. INFORMATION FOUND IN ONE PART OF THE PLANS SHALL BE DEEMED TO BE IN ALL SECTIONS.
- 7. ALL SYMBOLS AND ABBREVIATIONS USED ON THE DRAWINGS ARE CONSIDERED TO BE CONSTRUCTION STANDARDS. IF CLARIFICATION IS REQUIRED THE CONTRACTOR SHALL NOTIFY THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.
- 8. THE CONTRACT DOCUMENTS AND SPECIFICATIONS REPRESENT THE FINISH STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE AND SAFETY OF WORKMEN DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE BUT NOT BE LIMITED TO, BRACING, SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, ETC. OBSERVATION VISITS TO THE SITE BY THE OWNER OR OWNER'S STRUCTURAL ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS AND DOES NOT IN ANY WAY RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITIES FOR THE ABOVE. UNLESS NOTED
- 9. DO NOT SCALE DRAWINGS. PRINTED DIMENSIONS HAVE PRECEDENCE OVER SCALED DRAWINGS AND LARGE SCALE OVER SMALL. DIMENSIONS SHOWN ARE TO THE FACE OF WALL FRAMING (CMU, STUD) UNLESS OTHERWISE NOTED.
- 10. ALL DIMENSIONS AND THE SITE CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR AT THE JOB SITE PRIOR TO BID SUBMITTAL, START OF SHOP DRAWINGS, START OF CONSTRUCTION, AND/OR FABRICATION OF MATERIALS. IF DISCREPANCIES ARE ENCOUNTERED, OR CONDITIONS DEVELOP NOT COVERED BY THE CONTRACT DOCUMENTS, THE OWNER SHALL BE NOTIFIED FOR CLARIFICATION.
- 11. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BUILDING BACKING SLEEVES, FRAMING FOR LIGHT FIXTURES, ELECTRICAL LIGHTS, A/C EQUIPMENT, DRAPERY, CEILING TRACKS, PLUMBING EQUIPMENT, COUNTERS, HANDRAILS, AND ALL OTHER ITEMS REQUIRING BACKING SUPPORT.
- 12. ANYONE SUPPLYING LABOR AND MATERIALS TO THE PROJECT IS TO CAREFULLY EXAMINE ALL SUBSURFACES TO RECEIVE WORK. ANY CONDITIONS DETRIMENTAL TO WORK TO BE REPORTED IN WRITING TO OWNER & PROJECT ARCHITECT PRIOR TO BEGINNING WORK. COMMENCEMENT OF WORK IMPLIES ACCEPTANCE OF SUBSURFACES.
- 13. REFER TO ARCHITECTURAL, PLUMBING, MECHANICAL AND ELECTRICAL DRAWINGS FOR DEPRESSED SLABS, CURBS, FINISHES, TEXTURES, CLIPS, GROUNDS, ETC., NOT SHOWN ON STRUCTURAL DRAWINGS.
- 14. PROVIDE OPENINGS AND SUPPORTS FOR MECHANICAL EQUIPMENT, DUCTS, PIPING, VENTS, ETC, AS REQUIRED. REFER TO ARCHITECTURAL AND MECHANICAL DRAWINGS FOR ADDITIONAL OPENINGS AND EQUIPMENT NOT SHOWN ON STRUCTURAL DRAWINGS. ALL SUSPENDED EQUIPMENT AND MATERIALS TO BE INSTALLED WITH APPROVED LATERAL BRACING. VERIFY SIZES AND LOCATIONS OF ALL MECHANICAL EQUIPMENT BEFORE CONSTRUCTION OF ANY BASES OR PADS TO SUPPORT SUCH EQUIPMENT. VERIFY ALL PLUMBING AND EQUIPMENT SIZES BEFORE BEGINNING CONSTRUCTION OF CABINETS.
- 15. NOTIFY OWNER 24 HOURS PRIOR TO PLACING CONCRETE.
- 16. NOTED FINISH FLOOR ELEVATIONS ARE TO THE TOP OF CONCRETE FLOOR SLAB. WHERE FLOORS ARE SLOPED FOR DRAINAGE, THE HIGH POINT OF FINISH FLOOR IS (+ OR -) 0'- 0" UNLESS NOTED OTHERWISE, AND IS AT THE PERIMETER OF THE ROOM. STANDARD SLOPE IS 1/4" PER FOOT (MINIMUM = 3/16" PER FOOT; MAXIMUM = 5/16" PER FOOT). SUB-SLABS DEPRESSED FOR TILE FLOOR FINISH TO BE SLOPED TO DRAIN AND MAINTAIN SLAB THICKNESS INDICATED ON THE STRUCTURAL DRAWINGS.
- 17. NOTIFY THE OWNER IF ANY CONDITIONS EXIST WHICH WILL PREVENT THE COMPLETION OF WORK IN A PROFESSIONAL AND SATISFACTORY MANNER AS WELL AS ANY AND ALL ADDITIONAL WORK TO BE PERFORMED BEFORE STARTING WORK ALL NOTIFICATIONS SHALL BE IN WRITING.
- 18. ALL CONTRACTORS AND SUB-CONTRACTORS SHALL OBTAIN A CITY BUSINESS LICENSE.
- 19. PROVIDE SAFEGUARDING FEATURES DURING CONSTRUCTION SUCH AS PROTECTION OF ADJOINING PROPERTY AS REQUIRED AND OTHER ITEMS SUCH AS SITE FENCING AND BARRIERS (3306.9), SANITATION (3305) ETC.

## WATERPROOFING COMMENTS

L. THERE IS A HEIGHTENED CONCERN IN THE CONSTRUCTION INDUSTRY ABOUT THE INTRUSION OF WATER INTO BUILDINGS AND THE RESULTING MOLD THAT DEVELOPS SUBSEQUENTLY. THE OWNER HAS MADE A DILIGENT ATTEMPT TO SPECIFICALLY DETAIL THE PROJECT TO STOP THIS WATER FROM ENTERING THROUGH PENETRATIONS INTO THE BUILDING. HOWEVER, ALL OF THESE AVENUES WHICH ALLOW THE INTRUSION OF WATER INTO THE BUILDING MAY NOT HAVE BEEN OBSERVED DURING DESIGN. DURING THE COURSE OF YOUR CONSTRUCTION OF THE BUILDING, THE OWNER ASKS TO BE ADVISED IMMEDIATELY OF ANY QUESTIONABLE CONDITIONS THAT MAY OCCUR WITH RESPECT TO THE PERCEIVED WATER-TIGHTNESS OF THE STRUCTURE. ONCE A BUILDING SUFFERS A BREACH, AND MOLD DEVELOPS, A BUILDING CAN BECOME UNTENABLE, AND CORRECTIONS COSTLY. WE ASK THAT THE CONSTRUCTION TEAM BE DILIGENT IN THEIR CONSTRUCTION EFFORTS TO HELP INSURE THAT, THE BUILDING THAT WE TURN OVER AS A TEAM, WILL BE AS WATERTIGHT AS WE CAN MAKE IT. YOU, THE CONTRACTOR, WILL BE THE LAST HANDS ON THE PROJECT, AND WE ARE CERTAINLY AVAILABLE TO DISCUSS WITH YOU, YOUR CONSTRUCTABILITY IDEAS TO KEEP THIS PROJECT WATERTIGHT.

### CALGREEN MEASURES

THE CONTRACTOR SHALL COMPLY WITH CALGREEN MEASURES AS NOTED IN DRAWINGS AND AS INDICATED. CONTRACTOR SHALL SUPPLY DOCUMENTATION INDICATING COMPLIANCE OF THESE MEASURES. CONTRACTOR SHALL COORDINATE WITH OWNER AND DESIGN TEAM, AS NEEDED, FOR VERIFICATION OF CALGREEN INFORMATION/COMPLIANCE.

- 1. CONSTRUCTION WASTE REDUCTION. SECTION 5.408
- 2. FINISH MATERIAL POLLUTANT CONTROL, SECTION 5.504.4 3. PAINTS AND COATINGS, SECTION 5.504.4.3 AND 5.504.4.3.1
- 4. VOC'S TO BE WITHIN LIMITS FOR ALL ARCHITECTURAL COATINGS, SECTION TABLE 5.504.4.3
- UPON COMPLETION, THE CONTRACTOR SHALL REVIEW THE REQUIRED ITEMS ON THE CALGREEN CHECKLIST AND INITIAL EACH ITEM COMPLETED WITH VERIFICATION BY THE GOVERNING AUTHORITY. THE CHECKLIST SHALL BECOME A PART OF THE RECORD DRAWINGS.

## CODE (GENERAL)

- IT IS THE RESPONSIBILITY OF ANYONE SUPPLYING LABOR OR MATERIALS OR BOTH TO BE TO THE ATTENTION OF THE OWNER AND PROJECT ARCHITECT ANY DISCREPANCIES OR CONFLICTS BETWEEN THE CODE REQUIREMENTS AND THE DRAWINGS BEFORE PROCEEDI WITH WORK.
- 2. CONTRACTOR SHALL COMPLY FULLY WITH THE LATEST EDITION OF THE LOCAL BUILDING CODE, ALL LAWS AND ORDINANCES PERTINENT TO ALL WORK OF THIS PROJECT. IN CASE ANY CONFLICT WHEREIN THE METHOD OR STANDARDS OF INSTALLATION OR THE MATER SPECIFIED DO NOT EQUAL OR EXCEED THE REQUIREMENTS OF THE LAWS OR ORDINANC THE LAWS OR ORDINANCES SHALL GOVERN.
- 3. ALL WORK SHALL COMPLY WITH TITLE 24 OF THE CODE OF REGULATIONS AND THE UNIF BUILDING CODE LATEST EDITION (INDICATED ON THESE SHEETS WITH CBC AMENDMENT AND ALL OTHER LOCAL OR STATE AGENCIES HAVING JURISDICTION OVER THIS PROJECT) ICC REGULATIONS.

## LIFE SAFETY (GENERAL)

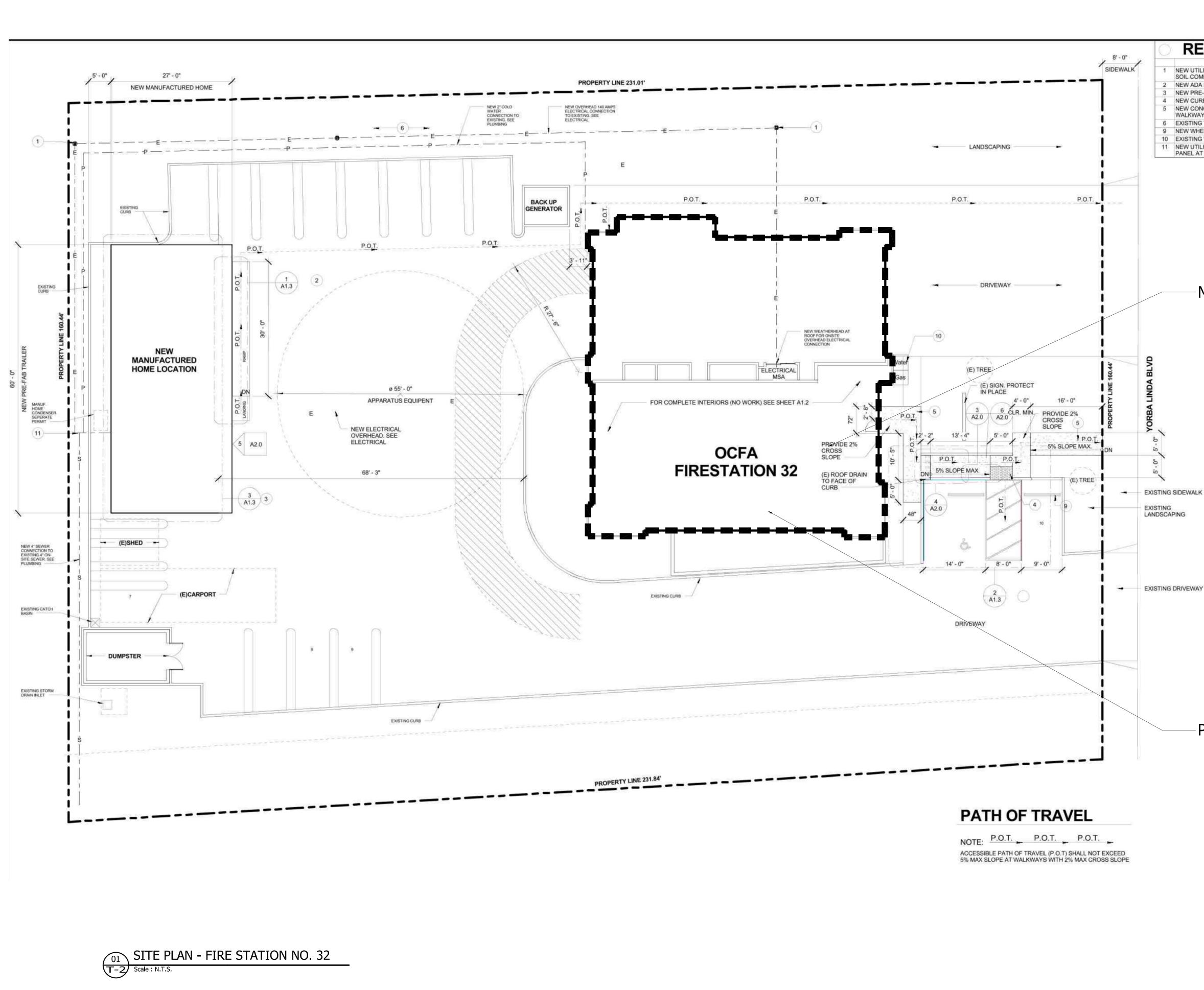
- POST ROOM CAPACITY SIGN AS PROVIDED BY THE LOCAL FIRE DEPARTMENT IN EACH CLASSROOM, ASSEMBLY ROOM OR SIMILAR PURPOSED ROOM HAVING AN OCCUPANT LOA 50 OR MORE.
- 2. PORTABLE FIRE EXTINGUISHERS TO BE PROVIDED IN CABINETS LOCATED WITHIN SEVENTY-FIVE (75) FOOT TRAVEL DISTANCE TO ALL PORTIONS OF THE BUILDING ON EAC FLOOR AND AS SHOWN ON PLANS.
- 3. INTERIOR FINISHES TO COMPLY WITH CHAPTERS 7 AND 8, AND GLASS AND GLAZING TO COMPLY WITH CHAPTER 24 OF THE CBC AND ALL OTHER APPLICABLE CODES AND REGULATIONS GOVERNING THE PLACE OF THE BUILDING.
- 4. PENETRATIONS OF FIRE RESISTIVE WALLS, FLOOR -CEILINGS AND ROOF-CEILING SHALL PROTECTED AS REQUIRED IN CBC CHAPTER 7.
- 5. CONTRACTOR SHALL MAINTAIN THE RATING OF ALL PENETRATING WALLS AND SHALL APP FIRESTOP AND FIREPROOFING, AT HIS EXPENSE, WHENEVER ANY PENETRATION ARE MADE...ETC. FIRESTOP AND FIREPROOFING MATERIAL SHALL BEAR U.L. LISTING NUMBER DEPICTING WALL TYPE COMPOSITION AND FIRE RATED MATERIAL LIMITATIONS. SUBMIT PROPOSED FIRESTOP FIREPROOFING METHOD FOR APPROVAL PRIOR TO APPLICATION IN FIELD.
- EVERY EXIT DOOR SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY O ANY SPECIAL KNOWLEDGE OR EFFORT. SPECIAL LOCKING DEVICES SHALL BE OF AN APPR TYPE.
- ANIC HARDWARE SHALL BE PROVIDED ON EXIT DOORS SERVING ROOMS, CORRIDORS ON STAIRWAYS HANDLING AN OCCUPANT CAPACITY OF 50 OR MORE PERSONS.
- ANY DECORATIONS (DRAPES, CURTAINS, SHADES, ETC.) USE SHALL BE NON-COMBUSTIBL FLAME-PROOF I AN APPROVED MANNER, TO COMPLY WITH FIRE MARSHALL BUILDING COI REQUIREMENTS.
- 9. ALL EXIT SIGNS OR ILLUSTRATED ON PLANS ARE TO BE ILLUMINATED PER CURRENT ELECTRICAL CODE AND SHALL BE CEILING OR WALL MOUNTED. THE EMERGENCY LIGHTI SYSTEM PROVIDES FOR A LIGHTING VALUE OF PER TITLE 19 ONE-FOOT-CANDLE AT FLC LEVEL EXIT LIGHTING AND CBC CHAPTER 10. SIGNS SHALL HAVE 6" LETTERS ON CONTRASTING BACKGROUND.

## BUILDING CLIMATIZATION

- THE BUILDING MUST BE "CLOSED IN" SO THAT THE HVAC SYSTEM CAN BE OPERATIONAL COOLING/HEATING AT 70°F. FOR AT LEAST ONE (1) WEEK PRIOR TO INSTALLATION OF A MATERIAL REQUIRING CLIMATE CONTROL.
- PRIOR TO INSTALLATION OF ANY FLOORING MATERIAL, THE SLAB ON GRADE MUST BE THE ANSI APPROVED MOISTURE LEVELS. THE MOISTURE LEVEL SHOULD BE IN THE RANGE AC NOTED BY THE MANUFACTURER) FOR THE INSTALLED PRODUCT.

	ABBRE	/IATIONS	PROJECT DIRECTORY
D BRING REDING ING ASE OF RENALS INCES. INFORM INTS, CT) AND OAD OF EACH IC IL BE APPLY IN THE Y OR PROVED S OR IBLE OR CODE HTING	<ul> <li>EXISTING DRAWINGS AND LIMITED NON-DES IMPERATIVE FOR ANYONE SUPPLYING WORK, RELATING TO THEIR WORK PRIOR TO COMMI PORTION OF WORK.</li> <li>COMMENCEMENT OF WORK IS CONSIDERED /</li> <li>IF EXISTING CONDITIONS ARE DIFFERENT TH INFERRED IN THIS TYPE OF CONSTRUCTION, CONDITION IN A TIMELY MANOR TO THE PRO</li> </ul>	PLIED IN THE DRAWINGS ARE BASED ON LIMITED STRUCTIVE SITE OBSERVATIONS. IT WILL BE , ON THE PROJECT, TO REVIEW EXISTING CONDITIONS ENCEMENT OF WORK OR PREPARATION OF THE ACCEPTANCE OF EXISTING CONDITIONS. HAN DESCRIBED OR AS SHOWN OR AS EASILY THAT MAY AFFECT THE DESIGN INTENT, REPORT THE	CLIENT/OWNER: PRANE CONTY FIRE ANTIORY I FIRE ANTIORY MADD RVINE, CA 92622. P. 714 PATRICK MAURE E. Franking BauerBoddaury E. Franking BauerBoddaury
	04 04 02 03 CRAWING NUMBER 04 04 02 02 ELEVATION NUMBER 03 SHEET NUMBER	DOOR TYPE MARK	
	BUILDING SECTION BUBBLE DRAWING NUMBER.		PROTECTION DURING CONSTRUCTION
	DETAIL REFERENCE BUBBLE DETAIL REFERENCE BUBBLE DRAWING NUMBER.	WINDOW TYPE MARK WINDOW NUMBER. KEYNOTE/GRIDLINE MARK WORKING POINT	<ol> <li>PROTECT EXISTING BUILT DEVICES, MATERIALS, EQUIPMENT AND SYSTEMS WHERE ITEMS ARE TO REMAIN INTACT.</li> <li>WHERE ITEMS ARE NEEDING TO BE TEMPORARILY REMOVED TO ACCESS DEMOLITION OR NEW CONSTRUCTION, STORE ITEMS IN A SAFE PLACE AND RE-INSTALL WHEN NEW CONSTRUCTION IS COMPLETE.</li> </ol>
	APPLICA	BLE CODES	DESIGN/BUILD COORDINATION
	<ol> <li>CALIFORNIA BUILDING CODE</li> <li>CALIFORNIA ELECTRICAL CODE</li> <li>CALIFORNIA MECHANICAL CODE</li> <li>CALIFORNIA PLUMBING CODE</li> <li>ENERGY (TITLE 24 - 6)</li> <li>2019 STANE</li> </ol>	<ul> <li>6. CALGREEN BUILDING STANDARDS 2019</li> <li>7. CALIFORNIA T-24 CURRENT</li> <li>8. ORANGE COUNTY FIRE AUTHORITY CURRENT</li> </ul>	CONTRACTOR SHALL COORDINATE ALL DESIGN/BUILD SCOPE OF WORK AND SUBMIT DESIGN/BUILD WOR FOR DESIGN TEAM REVIEW PRIOR TO SUBMITTING FOR FORMAL APPROVAL. DESIGN/BUILD WORK MAY REQUIRE SEPARATE APPROVAL BY LOCAL GOVERNING JURISDICTION. CONTRACTOR SHALL PROMPTLY S AND OBTAIN REQUIRED APPROVALS FOR THIS WORK.
IAL FOR F ANY FINISH E TESTED PER ACCEPTED (AS			

	PROJECT DESCRIPTION	ARCHITEC	APAN +	-30-21 HT
ER	THIS PROJECT INVOLVES THE CONSTRUCTION OF THE FOLLOWING INTERIOR ACCESSIBLE MODIFICATIONS/IMPROVEMENTS (BUT NOT LIMITED TO):	CENCED ARCH	NO. C-29344	
ER	<ul> <li>ACCESSIBLE INTERIOR IMPROVEMENTS:</li> <li>SELECTIVE DEMOLITION (DEMOLISH EXISTING NON-COMPLIANT TOILET ROOMS/SHOWER)</li> <li>ACCESSIBLE IMPROVEMENTS:</li> <li>TWO NEW ACCESSIBLE TOILET ROOM</li> <li>NEW ACCESSIBLE TOILET ROOM AND ACCESSIBLE SHOWER</li> <li>IMPROVEMENTS AS A RESULT OF ACCESSIBLE IMPROVEMENTS:</li> <li>CONCRETE SLAB WORK</li> <li>NON-BEARING WALL RE-WORK</li> <li>FINISH SYSTEMS INCLUDING GYPSUM BOARD, CARPET, TILE, AND PAINTING.</li> <li>M.E.P. WORK INCLUDING NEW PLUMBING FIXTURES, RE-WORKED EXHAUST AND SUPPLY/RETURN AIR DUCTING, RE-WORKED ELECTRICAL AND NEW ELECTRICAL FIXTURES.</li> </ul>	architecture planning interior	Panichapan Architects, Inc.	COSTA MESA CALIFORNIA 92626 SUITE G-205 TEL (714) 668-4260
	F.S. No. 32 PROJECT ADDRESS		ichap	
TON OWNER. G	20990 YORBA LINDA BLVD. YORBA LINDA, CA 92887		Gillis + Pan	2900 BRISTOL STREET FAX (714) 668-4265
	AUTOMATIC FIRE SPRINKLERS	Gillis+Par All Rights This documer depicted her property of, c	Reserved nt and the stra ein are the c	ucture opyrighted
IDED SIGN, BING & COPE OF	<ol> <li>MODIFICATIONS TO THE EXISTING AUTOMATIC FIRE SPRINKLER SYSTEM</li> <li>THE CONTRACTOR IS TO PROVIDE DESIGN/BUILD MODIFICATIONS TO THE AUTOMATIC FIRE SPRINKLER SYSTEM AS REQUIRED BY CODE AND AS REQUIRED BY FIRE AUTHORITY HAVING JURISDICTION.</li> <li>CONTRACTOR TO PROVIDE THE FOLLOWING (AND/OR AS REQUIRED) FOR A COMPLETE APPROVED PROJECT.</li> <li>SUBMIT DESIGN/BUILD PROPOSED MODIFICATIONS FOR REVIEW AND APPROVAL. CBC SECTION 449.3.</li> <li>PAY REVIEW/PERMIT FEES</li> <li>COORDINATE WITH EXISTING SPRINKLER SYSTEM.</li> <li>SEE DRAWINGS FOR NEW ROOM LAYOUT.</li> <li>CONSTRUCT MODIFICATIONS AND OBTAIN ALL REQUIRED INSPECTIONS/APPROVALS.</li> <li>PROVIDE FINAL APPROVED SHOP DRAWINGS/RECORD DRAWINGS FOR PROJECT CLOSEOUT.</li> <li>THE DESIGN/BUILD AUTOMATIC FIRE SPRINKLER CONTRACTOR IS TO HAVE A CURRENT (AND IN GOOD STANDING) CALIFORNIA STATE C-16 LICENSE FOR THE DESIGN AND THE INSTALLATION AND MODIFICATIONS TO THE EXISTING AUTOMATIC FIRE SPRINKLER SYSTEM.</li> </ol>	ACTION AND A CONTRACT OF CONTRACTO OF CONTRACT OF CONT	n permission	
	CODE ANALYSIS		10/15/2020	
	GENERAL CODE INFORMATION: MINOR TENANT IMPROVEMENTS TO INTERIOR NON-BEARING WALLS EXISTING OCCUPANCY: ASSUMED ORIGINAL B-OCCUPANCY (FIRE STATION) PROPOSED OCCUPANCY: NO CHANGE BUILDING AREA: 4,429 S.F. APPROX. NO CHANGE IN BUILDING AREA BUILDING CONSTRUCTION TYPE: ASSUMED TYPE V- SPRINKLERED PROPOSED OCCUPANCY: NO CHANGE IN OCCUPANCY SINGLE STORY FULLY SPRINKLERED		JOB NO.: 4009 DATE: DRAWN BY: STAFF	92887
	FINISHES		HORIT	A, CA
DRK 7 SUBMIT	<ol> <li>GENERAL ARCHITECTURAL FINISH INFORMATION:</li> <li>UNLESS NOTED OTHERWISE, THE CONTRACTOR SHALL FINISH ALL EXPOSED SURFACES WITH THE APPROPRIATE FINAL COATING/PAINT/PROTECTION/STAIN/SEAL AS REQUIRED FOR A COMPLETE PROJECT. THIS FINAL FINISH SHALL BE APPROPRIATE TO THE SUBSTRATE THAT IT IS INSTALLED ON OR PROTECTING.</li> <li>PRE-FINISHED OR FACTORY FINISHED EQUIPMENT, SYSTEMS, ETC. SHALL BE PROTECTED IN PLACE UNTIL COMPLETION OF THE PROJECT.</li> <li>EXPOSED SURFACES SHALL BE CONSIDERED AS AREAS VISIBLE BY PERSON. AREAS THAT ARE HIDDEN TO VIEW (BEHIND FINISH MATERIALS SUCH AS ACOUSTICAL PANELS, ETC.) SHALL BE CONSIDERED "HIDDEN SURFACES".</li> <li>HIDDEN SURFACES SHALL BE CORVENCE BY REGULATING CODE (GYPSUM BOARD TAPING, ETC.), WATER PROOFING CONTINUITY AND CORROSION REDUCTION (PRIMERS AND SEPARATION OF DISSIMILAR MATERIALS).</li> <li>WALL AND MATERIALS SHALL NOT EXCEED THE FLAME SPREAD CLASSIFICATION IN CBC TABLE 803.5.</li> </ol>	TITLE SHEET - F.S. 32	COUNTY FIRE AUT	20990 YORBA LINDA BLVD., YORBA LINDA, 1
		1	<b>[-1</b>	



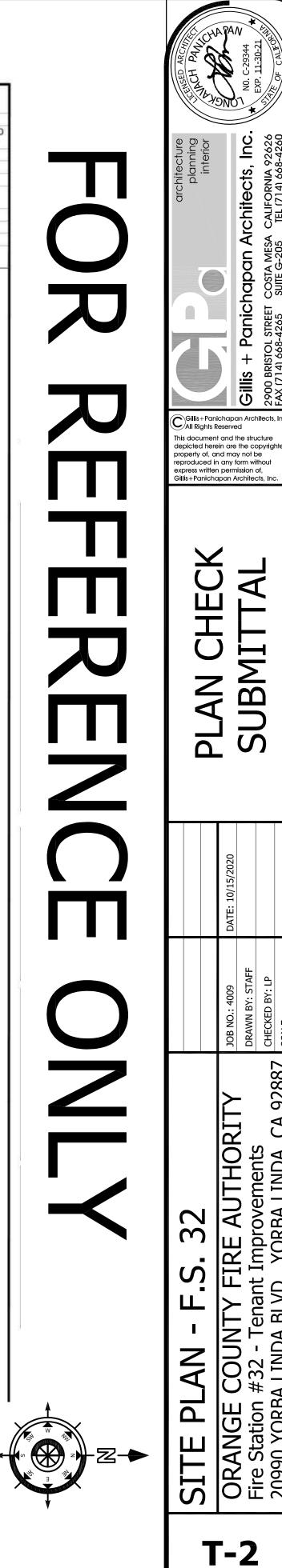
# **RENOVATION KEYNOTES**

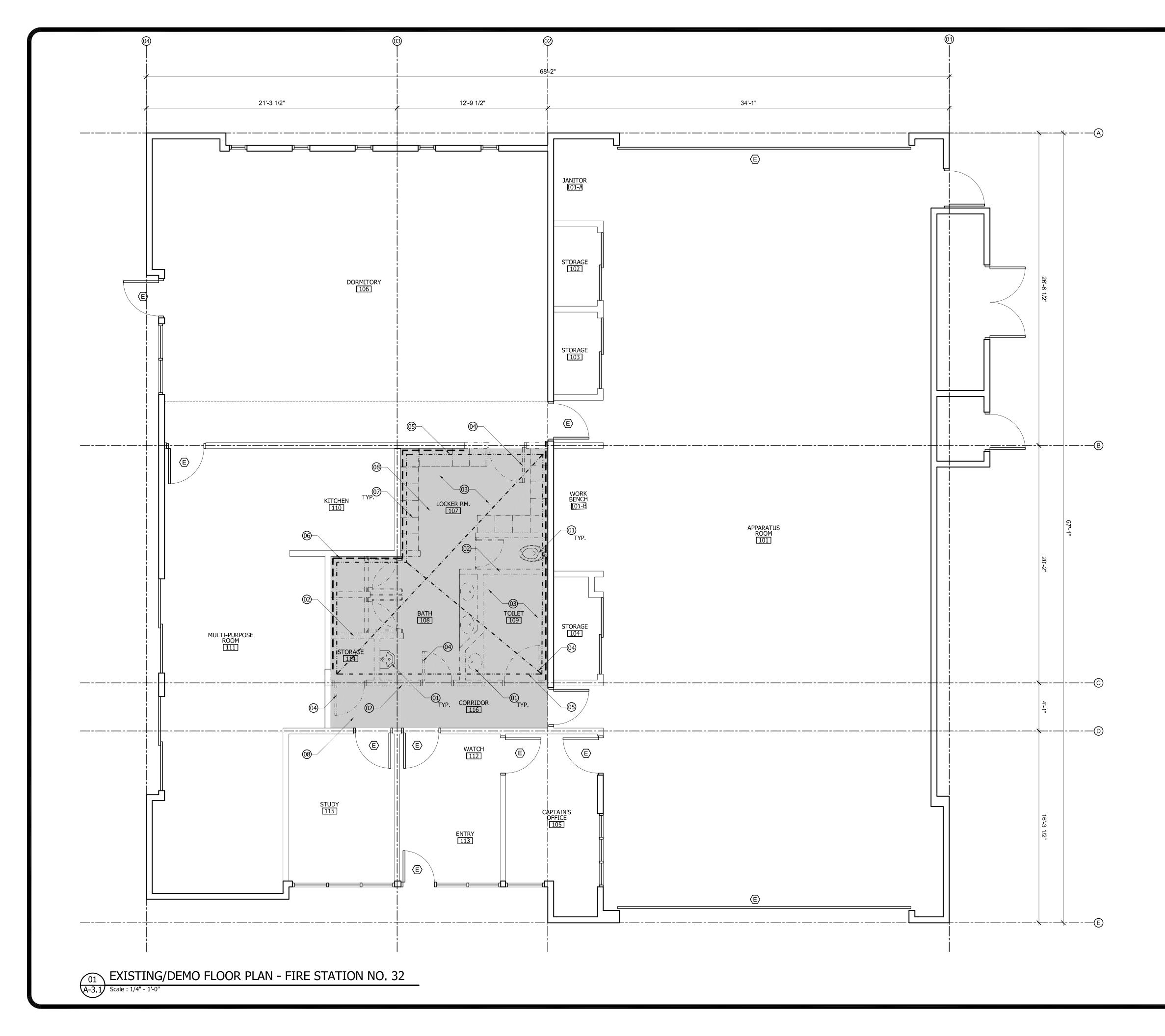
NEW UTILITY GRADE POLE FOR OVERHEAD FEED. HEIGHT, EMBED DEPTH AND SOIL COMPACTION TO BE PER SOUTHERN CALIFORNIA EDISON STANDARDS. NEW ADA RAMP TO NEW TRAILER.

- NEW PRE-FABRICATED TRAILER. SEPERATE PERMIT. NEW CURB RAMP WITH DETECTABLE WARNING SURFACE.
- NEW CONCRETE SIDEWALK. PROVIDE FLUSH TRANSTION TO EXISTING WALKWAY WHERE OCCURS.
- 6 EXISTING TREES TO REMAIN. PROTECT IN PLACE. 9 NEW WHEEL STOP .
- 10 EXISTING WATER METER TO REMAIN. PROTECT IN PLACE.
- 11 NEW UTILITIES POINT OF CONNECTION. ELECTRICAL TO HAVE SEPERATE PANEL AT MANUFACTURED HOME.

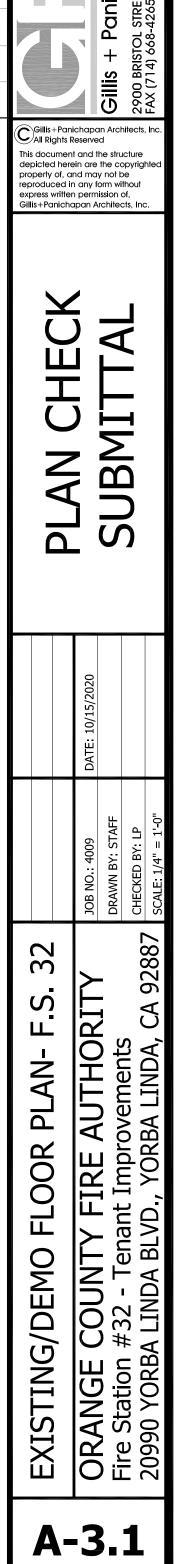
## -MAIN ENTRY

## PROJECT BUILDING

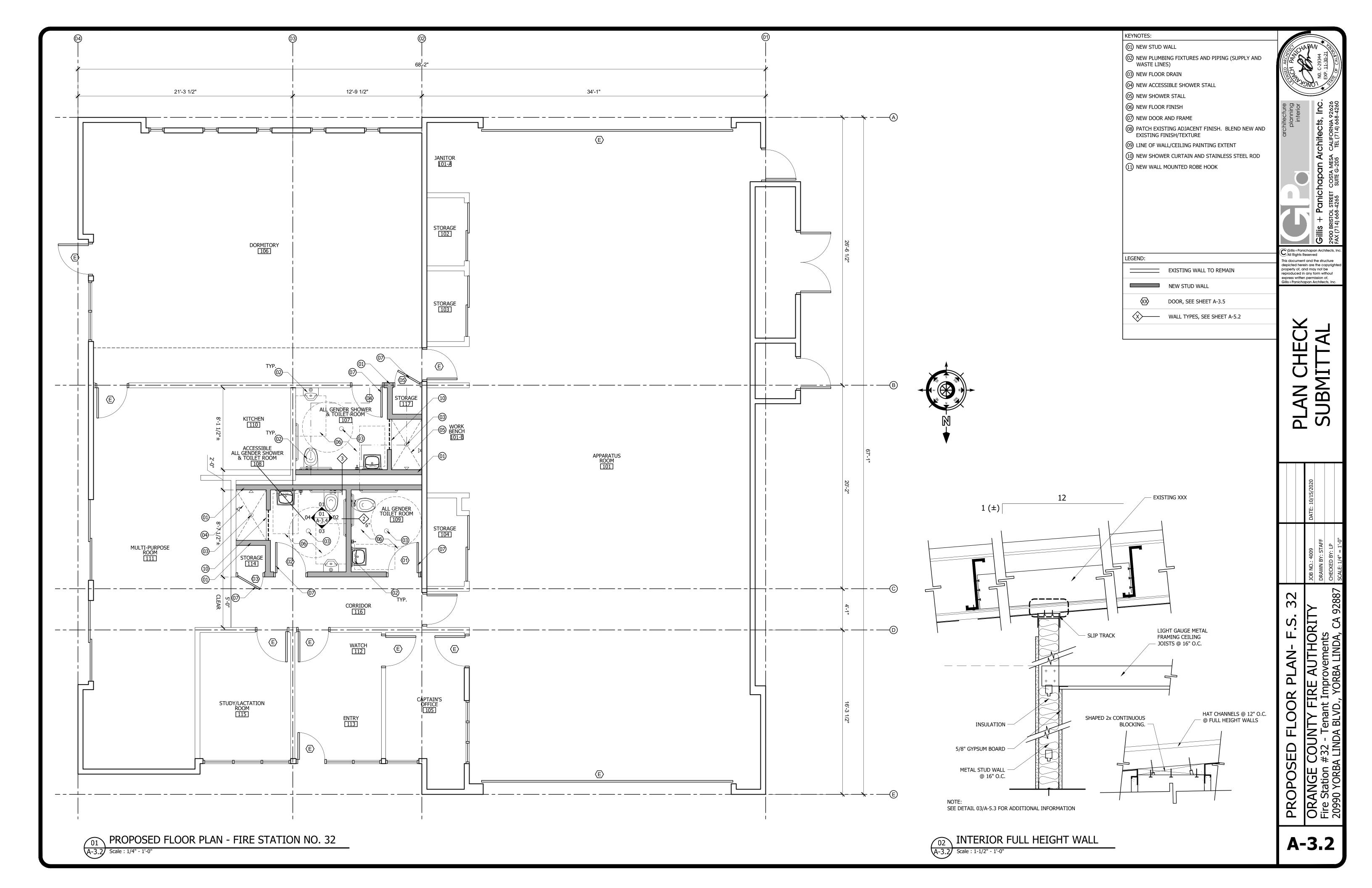


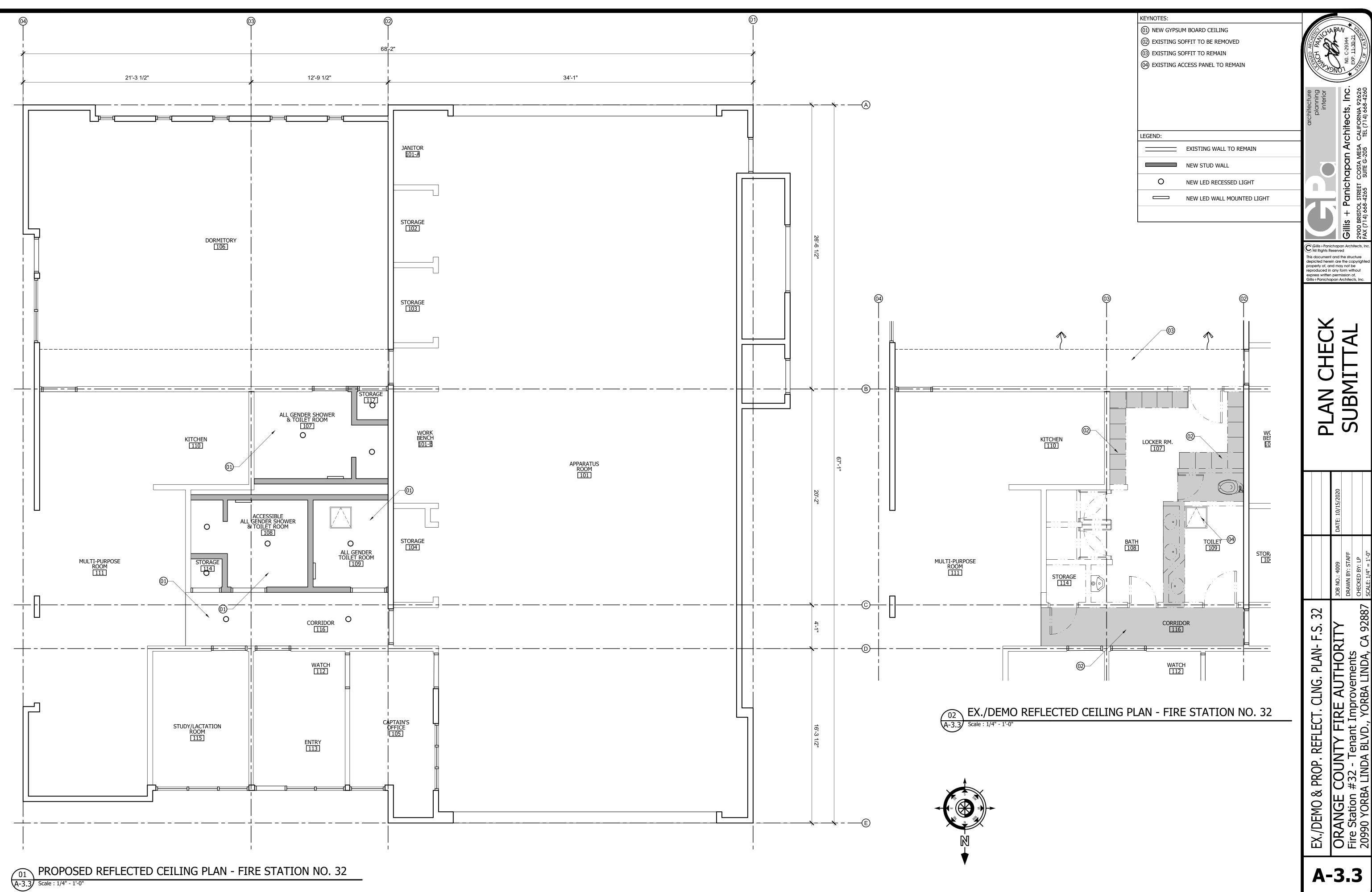


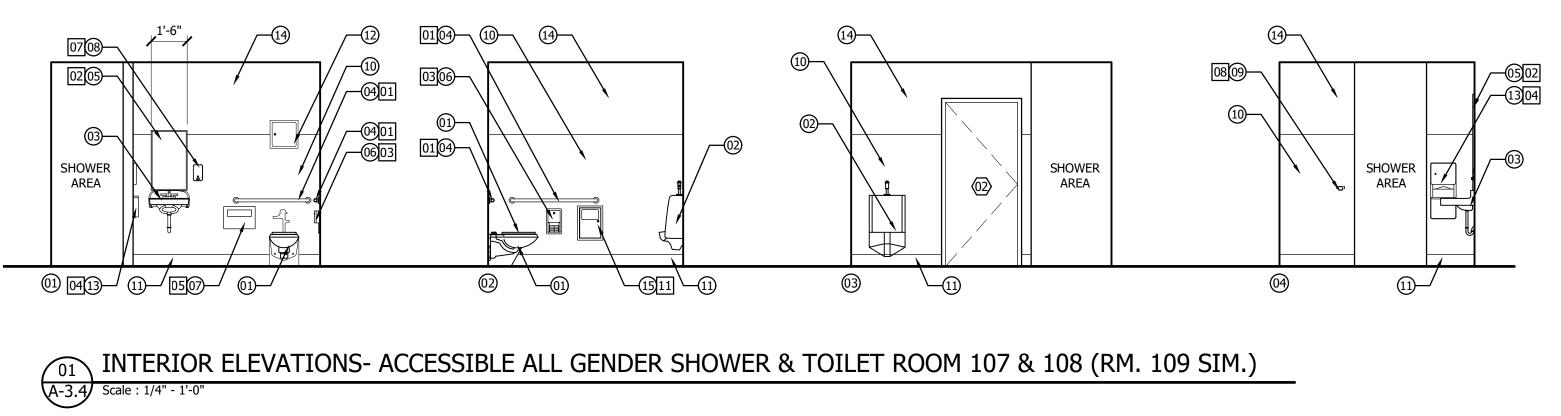
KEYNOTES:		
(1) REMOVE EXISTING PLUMBING FIXTURE AND PIPING AS REQUIRED FOR INSTALLATION OF NEW SYSTEM	MAND STREET	4 W
REMOVE EXISTING INTERIOR NON-BEARING WALLS	A A A	C-29344
REMOVE EXISTING FLOOR FINISH AND BASE		
04) REMOVE EXISTING DOOR AND FRAME	Met ATTAC	57
(05) AREA OF CONCRETE SLAB REMOVAL (APPROXIMATE). SEE STRUCTURAL DRAWINGS FOR TYPICAL SLAB REPLACEMENT DETAIL		
6 REMOVE EXISTING WALL FINISH/GYPSUM BOARD (TYP.)	architecture planning interior	
REMOVE EXISTING LOCKERS		Ċ
REMOVE EXISTING GYPSUM BOARD (HATCHED AREA). SEE STRUCTURAL DRAWINGS FOR NEW CEILING FRAMING	Ŭ	Architects
		Panichanan
LEGEND:		
EXISTING WALL TO REMAIN		
EXISTING WALL/DOOR TO BE REMOVED		Ē
E EXISTING DOOR TO REMAIN		+ _ <u>v</u>
		silic L
	Gillis+Panichap	oan A









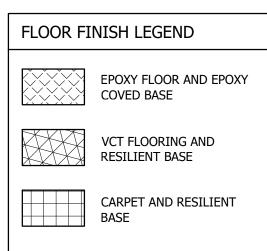


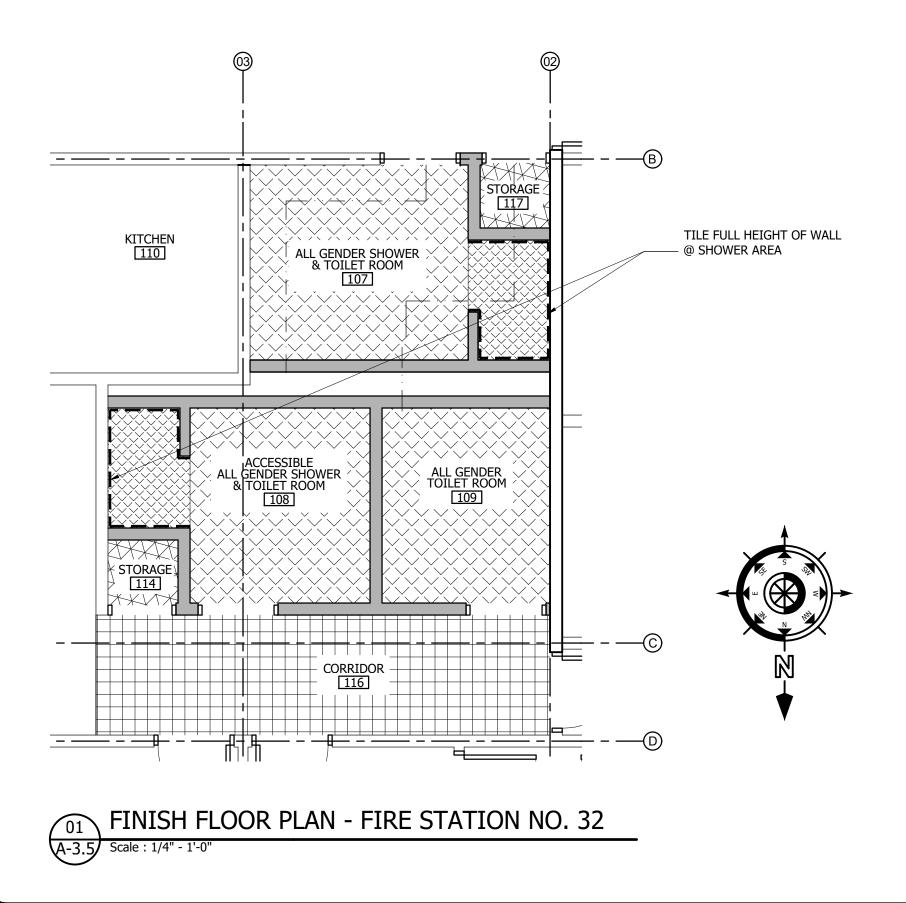
KEYNOTES:	
(1) FLOOR MOUNT WATER CLOSET, SEE PLUMBING	S CHAPAN + H
(02) URINAL, SEE PLUMBING	ARCHINGS
(03) SINK, SEE PLUMBING	NO. C-29344
(04) GRAB BAR, SEE SPECIFICATIONS	
05 MIRROR	× 3001 5
06 TOILET PAPER DISPENSER	
07 SEAT COVER DISPENSER	architecture planning interior <b>chitects, Inc</b> cALIFORNIA 92626 TEL (714) 668-4260
08 SOAP DISPENSER	intec inte inte inte intec
(6) ROBE/TOWEL HOOK	OCR
1) TILE WAINSCOT (FULL HEIGHT @ SHOWER AREA)	∩ hite ALIFO
(1) COVED EPOXY BASE, TYPICAL	
12) 12"X12" SURFACE MOUNTED STAINLESS STEEL ACCESS PANEL	aurte G-205
<ol> <li>RECESSED PAPER TOWEL DISPENSER AND WASTE RECEPTACLE</li> </ol>	Plan Plan Plan Plan Plan Plan Plan Plan
14 PAINTED GYPSUM BOARD	
15 RECESSED SANITARY DISPOSAL RECEPTACLE	Gillis + Panic 2900 BRISTOL STREET
	4) 660 41) 660
LEGEND:	
DOOR TYPES, SEE SHEET A-3.5	Gil Fax
	Gillis+Panichapan Architects, Inc All Rights Reserved This document and the structure
WASHROOM TOILET ACCESSORIES:	depicted herein are the copyrighted property of, and may not be reproduced in any form without
	depicted herein are the copyrighted property of, and may not be
01 GRAB BAR - BOBRICK B-6806	depicted herein are the copyrighted property of, and may not be reproduced in any form without express written permission of,
01 GRAB BAR - BOBRICK B-6806 02 MIRROR - BOBRICK B-290	depicted herein are the copyrighted property of, and may not be reproduced in any form without express written permission of,
01 GRAB BAR - BOBRICK B-6806 02 MIRROR - BOBRICK B-290 03 TOILET TISSUE DISPENSER- BOBRICK B-3888	depicted herein are the copyrighted property of, and may not be reproduced in any form without express written permission of,
<ul> <li>01 GRAB BAR - BOBRICK B-6806</li> <li>02 MIRROR - BOBRICK B-290</li> <li>03 TOILET TISSUE DISPENSER- BOBRICK B-3888</li> <li>04 PAPER TOWEL/WASTE RECEPTACLE (RECESSED)-BOBRICK B-4369</li> </ul>	depicted herein are the copyrighted property of, and may not be reproduced in any form without express written permission of,
<ul> <li>01 GRAB BAR - BOBRICK B-6806</li> <li>02 MIRROR - BOBRICK B-290</li> <li>03 TOILET TISSUE DISPENSER- BOBRICK B-3888</li> <li>04 PAPER TOWEL/WASTE RECEPTACLE (RECESSED)-BOBRICK B-4369</li> <li>05 SEAT COVER - BOBRICK B-4221</li> </ul>	depicted herein are the copyrighted property of, and may not be reproduced in any form without express written permission of,
<ul> <li>01 GRAB BAR - BOBRICK B-6806</li> <li>02 MIRROR - BOBRICK B-290</li> <li>03 TOILET TISSUE DISPENSER- BOBRICK B-3888</li> <li>04 PAPER TOWEL/WASTE RECEPTACLE (RECESSED)-BOBRICK B-4369</li> <li>05 SEAT COVER - BOBRICK B-4221</li> </ul>	depicted herein are the copyrighted property of, and may not be reproduced in any form without express written permission of,
<ul> <li>01 GRAB BAR - BOBRICK B-6806</li> <li>02 MIRROR - BOBRICK B-290</li> <li>03 TOILET TISSUE DISPENSER- BOBRICK B-3888</li> <li>04 PAPER TOWEL/WASTE RECEPTACLE (RECESSED)- BOBRICK B-4369</li> <li>05 SEAT COVER - BOBRICK B-4221</li> <li>06 FOLDING SHOWER SEAT - BOBRICK B-5192</li> </ul>	depicted herein are the copyrighted property of, and may not be reproduced in any form without express written permission of,
<ul> <li>01 GRAB BAR - BOBRICK B-6806</li> <li>02 MIRROR - BOBRICK B-290</li> <li>03 TOILET TISSUE DISPENSER- BOBRICK B-3888</li> <li>04 PAPER TOWEL/WASTE RECEPTACLE (RECESSED)-BOBRICK B-4369</li> <li>05 SEAT COVER - BOBRICK B-4221</li> <li>06 FOLDING SHOWER SEAT - BOBRICK B-5192</li> <li>07 SOAP DISPENSER - BOBRICK B-2111</li> <li>08 ROBE HOOK - BOBRICK B-7672</li> </ul>	depicted herein are the copyrighted property of, and may not be reproduced in any form without express written permission of,
<ul> <li>O1 GRAB BAR - BOBRICK B-6806</li> <li>O2 MIRROR - BOBRICK B-290</li> <li>O3 TOILET TISSUE DISPENSER- BOBRICK B-3888</li> <li>O4 PAPER TOWEL/WASTE RECEPTACLE (RECESSED)-BOBRICK B-4369</li> <li>O5 SEAT COVER - BOBRICK B-4221</li> <li>O6 FOLDING SHOWER SEAT - BOBRICK B-5192</li> <li>O7 SOAP DISPENSER - BOBRICK B-2111</li> <li>O8 ROBE HOOK - BOBRICK B-7672</li> </ul>	depicted herein are the copyrighted property of, and may not be reproduced in any form without express written permission of,
<ul> <li>OI GRAB BAR - BOBRICK B-6806</li> <li>OZ MIRROR - BOBRICK B-290</li> <li>O3 TOILET TISSUE DISPENSER- BOBRICK B-3888</li> <li>O4 PAPER TOWEL/WASTE RECEPTACLE (RECESSED)-BOBRICK B-4369</li> <li>O5 SEAT COVER - BOBRICK B-4221</li> <li>O6 FOLDING SHOWER SEAT - BOBRICK B-5192</li> <li>O7 SOAP DISPENSER - BOBRICK B-2111</li> <li>O8 ROBE HOOK - BOBRICK B-7672</li> <li>O9 VINYL CURTAINS - BOBRICK B-204-2</li> </ul>	depicted herein are the copyrighted property of, and may not be reproduced in any form without express written permission of,
<ul> <li>O1 GRAB BAR - BOBRICK B-6806</li> <li>O2 MIRROR - BOBRICK B-290</li> <li>O3 TOILET TISSUE DISPENSER- BOBRICK B-3888</li> <li>O4 PAPER TOWEL/WASTE RECEPTACLE (RECESSED)-BOBRICK B-4369</li> <li>O5 SEAT COVER - BOBRICK B-4221</li> <li>O6 FOLDING SHOWER SEAT - BOBRICK B-5192</li> <li>O7 SOAP DISPENSER - BOBRICK B-2111</li> <li>O8 ROBE HOOK - BOBRICK B-7672</li> <li>O9 VINYL CURTAINS - BOBRICK B-204-2</li> <li>I0 SHOWER CURTAIN ROD - BOBRICK B-6047</li> </ul>	depicted herein are the copyrigh property of, and may not be reproduced in any form without express written permission of,

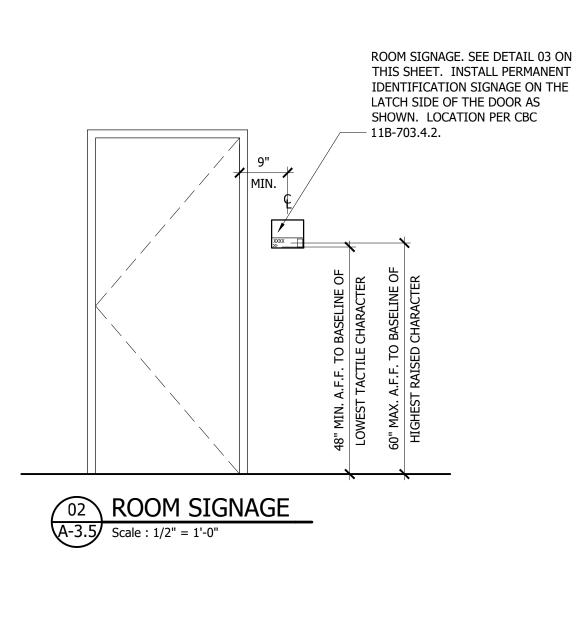
- BASIS OF DESIGN: BOBRICK. APPROVED EQUAL IS ACCEPTABLE, SUBMIT SUBSTITUTION REQUEST.
- 2. FOR ACCESSIBLE CLEARANCES AND REQUIREMENTS SEE SHEETS A-5.1

A	I INTERIOR ELEVATIONS- F.S. 32		
<b>\-</b>			
-3	ORANGE COUNTY FIRE AUTHORITY	JOB NO.: 4009	DATE: 10/15/2020
<b>)</b> _'	- 0	DRAWN BY: STAFF	
4		CHECKED BY: LP	
1	20990 YORBA LINDA BLVD., YORBA LINDA, CA 92887 SCALE: 1/4" = 1-0"	SCALE: $1/4" = 1'-0"$	

DOOR SCHEDULE	NOTES
NOTES:           NO	GENERAL NOTES: (ALL DOORS)         A. MAXIMUM EFFORT TO OPERATE DOORS APPLIED AT RIGHT ANGLES TO HINGED DOORS OR AT CENTER PLANE, PER CBC SECTION 404.2.9 WILL BE:       H. ALL ALUMINUM DOORS STILS AND TOP RAILS SHALL BE 5" U.N.O. ALL GLASS TYPES AND THICKNESS SHALL COMPLY WITH UBC TABLE 24-A AND GRAPH 24.1       G         B:       a.) 5 S LB. AT EXTERIOR DOORS b.) 5 S LB. AT INTERIOR DOORS c.) 5 S LB. AT INTERIOR DOORS c.) 5 IS LB. WHENE RIVE DOORS ARE REQUIRED. B. ALL DOORS SHALL COMPLY WITH CBC CHAPTER 10 DOORS C. DOORS SHALL BE CUIPPED ONLY WITH CBC CHAPTER 10 DOORS C. DOORS SHALL BE CUIPPED ONLY WITH CBC CHAPTER 10 DOORS C. DOORS SHALL COMPLY WITH CBC CHAPTER 10 DOORS C. DOORS SHALL BE CUIPPED ONLY WITH CBC CHAPTER 10 DOORS C. DOORS SHALL BE CUIPPED ONLY WITH CBC CHAPTER 10 DOORS C. DOORS SHALL BE CUIPPED ONLY WITH CBC CHAPTER 10 DOORS C. DOORS SHALL BE CUIPPED ONLY WITH CBC CHAPTER 10 DOORS C. DOORS SHALL BE COUPPED ONLY WITH CBC CHAPTER 10 DOORS C. DOORS SHALL BE COUPPED ONLY WITH CBC CHAPTER 10 DOORS C. DOORS SHALL BE COUPPED ONLY WITH CBC CHAPTER 10 DOORS C. DOORS SHALL BE COUPPED ONLY WITH CBC CHAPTER 10 DOORS C. DOORS SHALL BE CONST AND SUBLE CONST AND SUBLE LIGHTS DDACHT TO DOORS OR GATES, SINGLE-ACTION HARDWARE CONST AND UNITER STO OPERATE. (CYC THAT SHOULD AND CONST AND UNITER STO OPERATE. (PER CBC 110:309.4)       J. COMPLY WITH CBC CHAPTER STO THROUGH THE PANELS SHALL HAVE THE BOTTOM OF AT LEAST ONE OF THE GUART MAIN BAS OR PANIC HARDWARE STO OPERATE. (PER CBC 118:404.2.10)       J. COMPLY CHAPTER STO TO DOOR ADDIMATE THROUGH THE PANELS SHALL HAVE THE BOTTOM OF AT LEAST ONE OF THE GUART SHALL AT THE BOTTOM. (PER CBC 118:404.2.10)       S1 - VERIFY ROOM NAME WITH OWNER HM HOLLOW METAL DOOR ADBREVIATIONS:       J. COMPLEX S1 - VERIFY ROOM SIGNAGE "MEN" PT PAINT REMAIN UNLOCKED WENN BUILDING IS OCCUPIED" FRE CBC 1010-10.1.9.3       S1 - VERIFY ROO
FINISH SCHEDULE         ROOM       FLOOR       BASE       WALLS       CEILING       LEGEND	ALL OTHER DOORS SHALL BE OPENABLE FROM INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. G. ALL HOLLOW METAL DOORS STILES AND TOP RAILS SHALL BE 5" MINIMUM. (U.N.O.) S5 - TOILET ROOM SIGNAGE "ALL GENDER" SC SOLID CORE TG TEMPERED GLAZING S5 - TOILET ROOM SIGNAGE "ALL GENDER" SC SOLID CORE TG TEMPERED GLAZING FF PRE-FINISHED PAINT
NUMBER       NAME	DOOR TYPES
NUMBER     NAME     NAME     NAME     NAME	
107       ALL GENDER SHOWER & TOILET ROOM       Image: Constraint of the constraint of th	







#### NOTE:

 $\langle A \rangle$ 

1. ALL WALL SIGNAGE WITH VISUAL AND 2. ALL SIGNAGE TO BE APPROVED PRIOR TACTILE CHARACTERS SHALL COMPLY TO FABRICATION AND FIELD INSPECTED WITH CBC 11B-703.1 THRU 11B-703.7. AFTER INSTALLATION AND APPROVED BY OWNER AND ENFORCING AGENCY FOR REGULATION COMPLIANCE. PLAN VIEW 8" CHANGEABLE ROOM NUMBER. TEXT AREA 1" HIGH TEXT CORRESPONDING GRADE 2 BRAILLE CLIENT LOGO XXXX ELEVATION 03 TYPICAL RM. SIGNAGE A-3.5 Scale : 3" = 1'-0" INT. INTERIOR

AL ACCESSIBILITY NOTES:

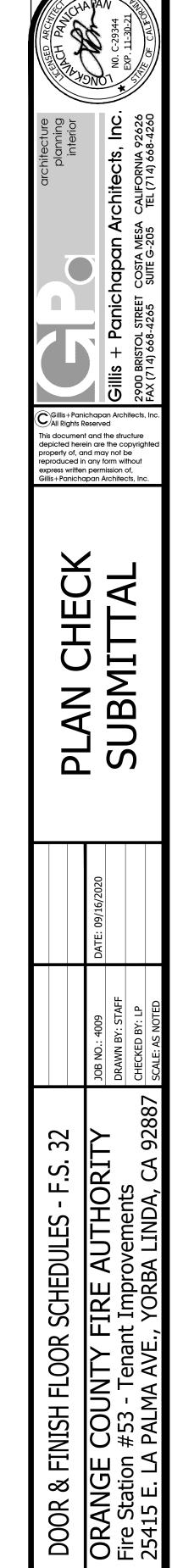
IT DOORS SHALL BE READILY OPENABLE FROM IE EGRESS SIDE WITHOUT THE USE OF A KEY, ECIAL KNOWLEDGE OR EFFORT. (CBC 1010.1.9)

ERE SHALL BE A LEVEL AND CLEAR FLOOR OR NDING ON EACH SIDE OF DOOR. THE LEVEL EA SHALL HAVE A LENGTH IN THE DIRECTION DOOR SWING OF AT LEAST 60" AND THE NGTH OPPOSITE THE DIRECTION OF DOOR /ING OF 48" AS MEASURED AT RIGHT ANGLES D THE PLANE OF THE DOOR IN THE CLOSED SITION. (CBC 11B-404.2.4.1)

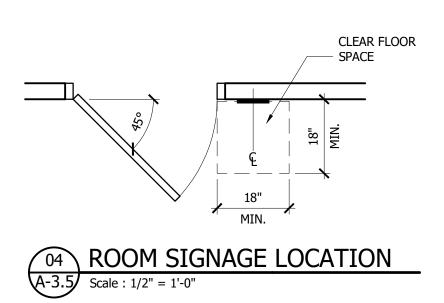
XIMUM DOOR EFFORT TO OPERATE DOORS ALL NOT EXCEED 5 POUNDS FOR EXTERIOR ORS AND 5 POUNDS FOR INTERIOR DOORS, CH PULL OR PUSH EFFORT BEING APPLIED AT GHT ANGLES TO HINGED DOORS AND AT THE NTER PLANE OF SLIDING OR FOLDING DOORS. MPENSATING DEVICES OR AUTOMATIC DOOR ERATORS MAY BE UTILIZED TO MEET THE OVE STANDARDS. WHEN FIRE DOORS ARE QUIRED, THE MAXIMUM EFFORT TO OPERATE

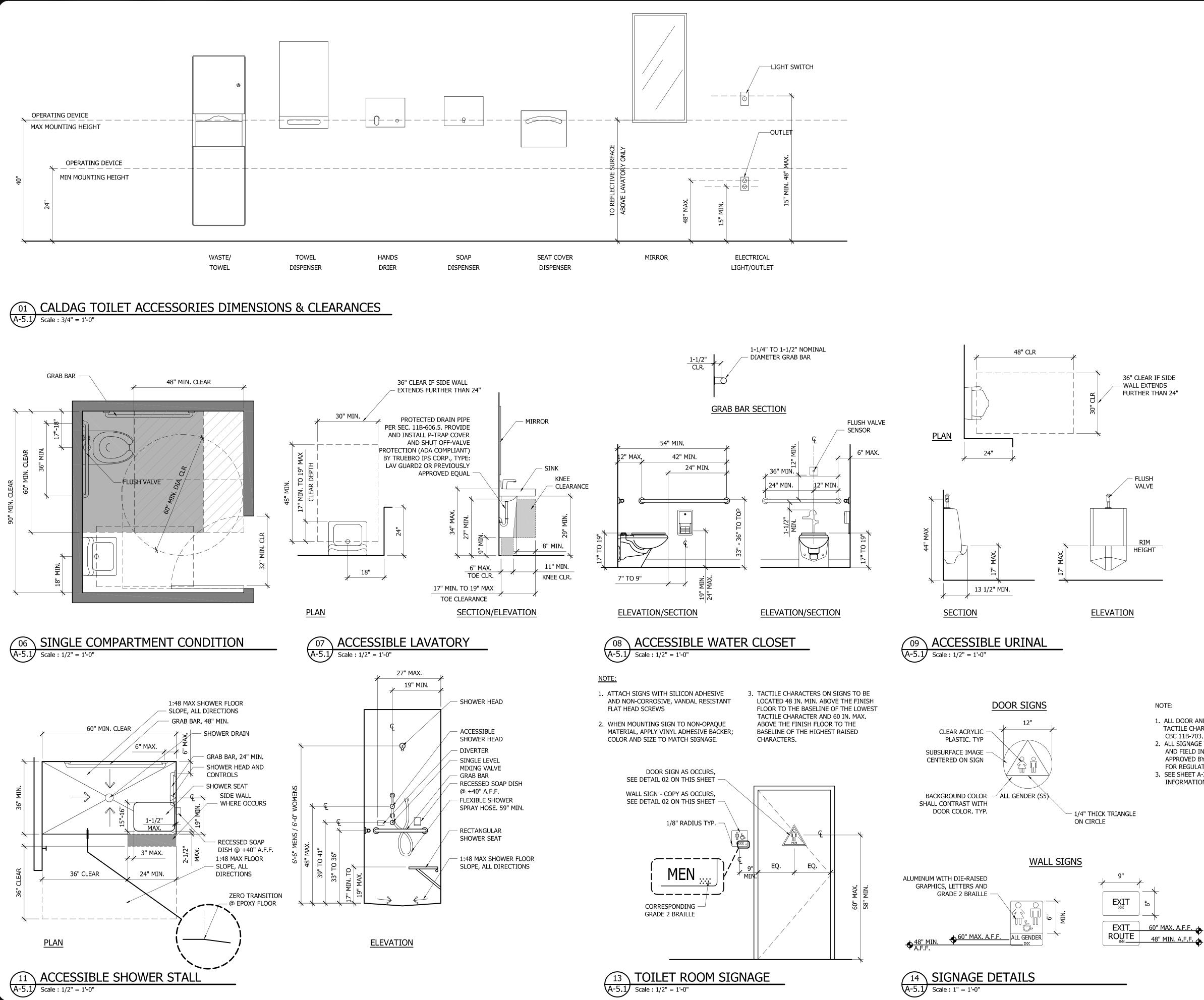
E DOOR MAY BE INCREASED TO THE MINIMUM LOWABLE BY THE APPROPRIATE MINISTRATIVE AUTHORITY, NOT TO EXCEED 15 UNDS. (CBC 11B-404.2.9)

- 4. DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERATING DEVICES ON DOORS REQUIRED TO BE ACCESSIBLE BY CHAPTER 11A OR CHAPTER 11B SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE. (CBC 1010.1.9.1)
- 5. HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON DOORS AND GATES SHALL BE 34 INCHES MINIMUM AND 44 INCHES MAXIMUM ABOVE THE FINISH FLOOR OR GROUND. WHERE SLIDING DOORS ARE IN THE FULLY OPEN POSITION, OPERATING HARDWARE SHALL BE EXPOSED AND USABLE FROM BOTH SIDES. (CBC 11B-404.2.7 AND 11B-309.4)
- 6. SWINGING DOOR AND GATE SURFACES WITHIN 10 INCHES OF THE FINISH FLOOR OR GROUND MEASURED VERTICALLY SHALL HAVE A SMOOTH SURFACE ON THE PUSH SIDE EXTENDING THE FULL WIDTH OF THE DOOR OR GATE. PARTS CREATING HORIZONTAL OR VERTICAL JOINTS IN THESE SURFACES SHALL BE WITHIN 1/16 INCH OF THE SAME PLANE AS THE OTHER AND BE FREE OF SHARP OR ABRASIVE EDGES. CAVITIES CREATED BY ADDED KICK PLATES SHALL BE CAPPED. (CBC 11B-404.2.10)



A-3.5



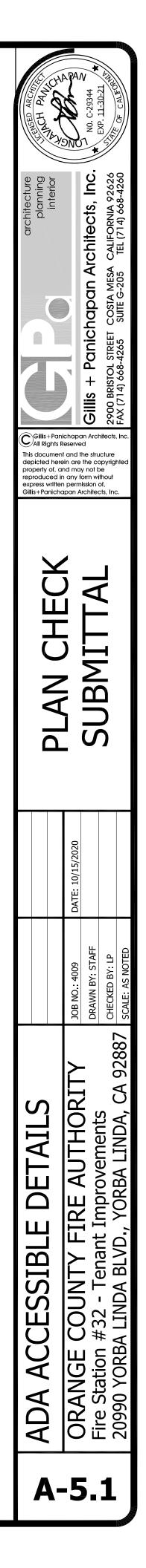


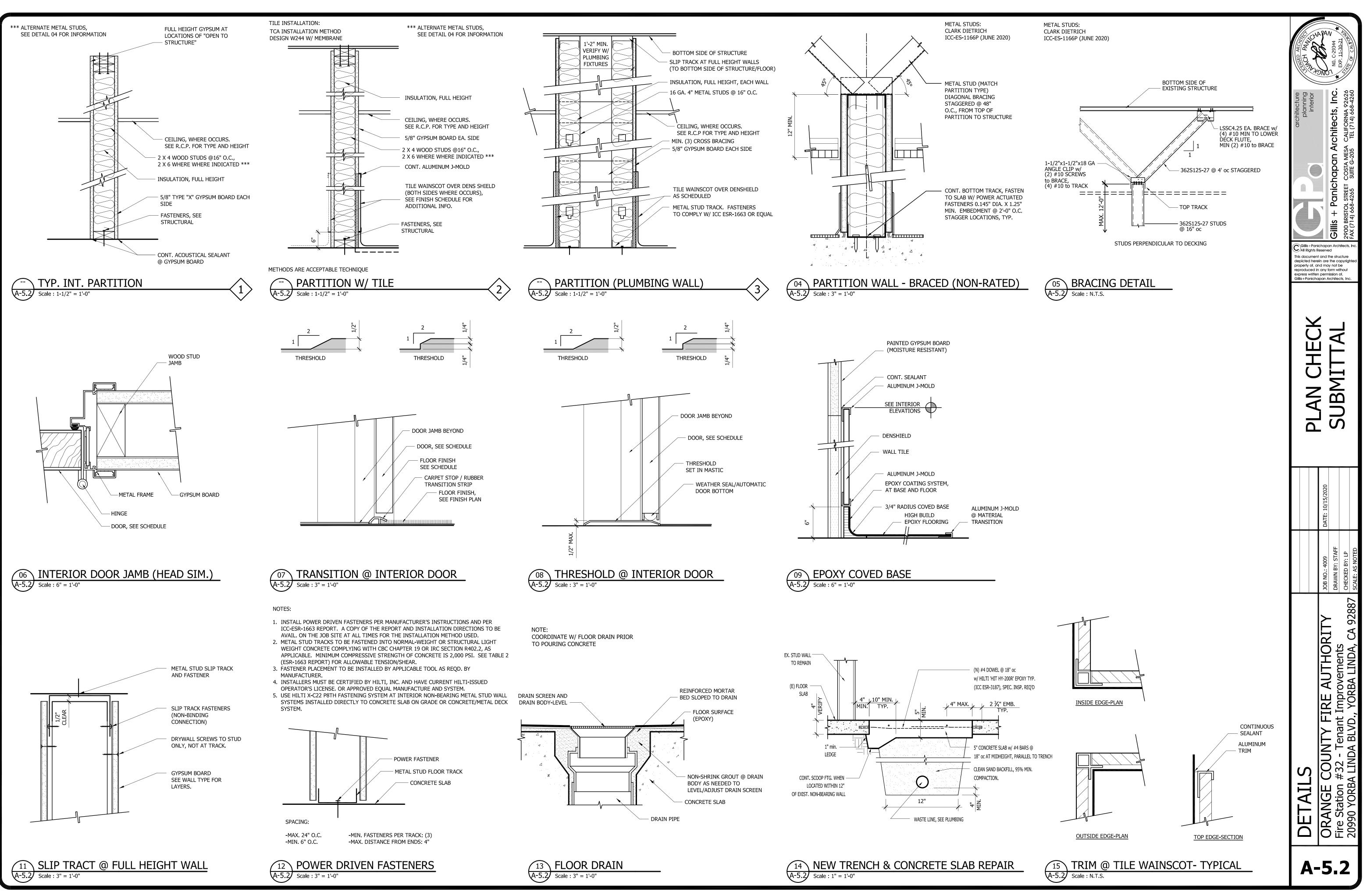
1. ALL DOOR AND WALL SIGNAGE WITH VISUAL AND TACTILE CHARACTERS SHALL COMPLY WITH

CBC 11B-703 1 THRU 11B-703 7 2. ALL SIGNAGE TO BE APPROVED PRIOR TO FABRICATION AND FIELD INSPECTED AFTER INSTALLATION AND

APPROVED BY OWNER AND ENFORCING AGENCY

FOR REGULATION COMPLIANCE. 3. SEE SHEET A-X.X FOR ADDITIONAL SIGNAGE LOCATION INFORMATION.





## SYMBOLS LIST

F	FIRE ALARM PULL STATION. MOUNT AT +48 INCHES UNLESS OTHERWISE NOTED.	Σ
F۵	FIRE ALARM PULL STATION, VISUAL STROBE LIGHT AND HORN. MOUNT	F
	PULL STATION AT +48 INCHES. MOUNT HORN AND LIGHT AT +80 INCHES ABOVE HIGHEST FLOOR LEVEL IN ROOM OR 6 INCHES BELOW CEILING, WHICHEVER IS LOWER.VISUALS SHALL BE 30 CANDELA (75 CD	
	ON AXIS) U.N.O. 15 CD OR 110 CD DEVICES SHALL BE PROVIDED AS PER NFPA 72.	
FATC	FIRE ALARM TERMINAL CABINET.	€
FACP	FIRE ALARM CONTROL PANEL, "FACP". REFER TO SPECIFICATIONS.	
3	PHOTOELECTRIC TYPE SMOKE DETECTOR MOUNTED ON CEILING OR WALL PER DRAWINGS. ASTERISK (*) ADJACENT INDICATES RELAY BASED AND LISTED FOR DOOR CONTROL.	
	CONDUIT RUN, CONCEALED IN CEILING, WALLS OR UNDER FLOORS.	
	CONDUIT RUN EXPOSED.	
	CONDUIT RUN UNDERGROUND.	
AIC	CONDUIT STUBBED OUT AND CAPPED. PULL LINE IN PLACE.	
RMS	"ROOT MEAN SQUARED"	
KW	"KILOWATT"	100AS
KVA	"KILOVOLT – AMPERES"	<u>100AS</u> 60AFU
V	"VOLTS"	
A	"AMPS"	VFD
WP	WEATHERPROOF, NEMA 3R	
KWH	KILOWATT HOURS	
AFF	ABOVE FINISHED FLOOR	
0.C.	"ON CENTER"	
UNO	UNLESS NOTED OTHERWISE	
C.O.	"CONDUIT ONLY". PROVIDE PULL ROPE FOR ALL EMPTY CONDUIT.	
C.	"CONDUIT", WITH CONDUCTORS AS REQUIRED BY DRAWINGS OR SPECIFICATIONS.	
ø	PHASE	
X X.X	REFERENCE DETAIL NUMBER. "X" INDICATES DETAIL NUMBER AND "X.X" INDICATES SHEET NUMBER.	<u>100AF</u> 70AT
	CROSS LINES ON CONDUIT RUNS INDICATE NUMBER OF #10 CURRENT CARRYING CONDUCTORS CONTAINED THEREIN. TWO #10 AND ONE #10 GROUND WIRE ARE INDICATED WHEN CROSS LINES ARE NOT SHOWN. NUMERALS ADJACENT TO CROSS LINES ON CONDUIT RUNS INDICATE SIZE OF CONDUCTORS IN LIEU OF #10. ALL CONDUITS SHALL CONTAIN ONE GROUND WIRE SIZED PER C.E.C. TABLE 250-95, BUT NOT SMALLER THAN #10.	≪← <sup>1</sup>
B−1,3 ] 	CONDUIT HOMERUN TO PANELBOARD. LETTER AND NUMERALS INDICATE ELECTRICAL PANEL AND CIRCUIT NUMBER.	<u>100AS</u>
— <u>↓</u>	ISOLATED GROUND WIRE. RUN IN ADDITION TO REGULAR GROUND WIRE.	90FU
<u> </u>	SURFACE MOUNTED BRANCH CIRCUIT PANELBOARD.	_
	RECESSED BRANCH CIRCUIT PANELBOARD.	
P1	PANEL DESIGNATION.	
	RECESSED COMMUNICATION TERMINAL CABINET. REFER TO DRAWINGS AND SPECIFICATIONS.	
<b>–</b>	SURFACE MOUNTED COMMUNICATION TERMINAL CABINET. REFER TO DRAWINGS AND SPECIFICATIONS.	
J	JUNCTION BOX IN ACCESSIBLE CEILING SPACE OR FLUSH IN WALL WITH BLANK COVER PLATE TO MATCH DEVICE PLATES.	⊜
		1

⊠-l	COMBINATION MAGNETIC MOTOR STARTER AND NON-FUSED DISCONNECT SWITCH.
⊠-J F II	COMBINATION MAGNETIC MOTOR STARTER AND FUSED DISCONNECT SWITCH.
Ņ	SINGLE PHASE FRACTIONAL OR INTEGRAL HORSEPOWER MOTOR.
Ī	TRANSFORMER, PRIMARY & SECONDARY VOLTAGE AND KVA RATING AS NOTED. TYPE AND CONFIGURATION AS SPECIFIED. PROVIDE DRY TYPE, COPPER WOUND, WALL OR BOX MOUNTED UNLESS NOTED OTHERWISE.
⊖_ E	EQUIPMENT WITH "E" ADJACENT IS EXISITNG TO REMAIN.
€ R	EQUIPMENT WITH "R" ADJACENT IS EXISTING TO BE COMPLETELY DISCONNECTED AND REMOVED.
⊙ <sub>RR</sub>	EQUIPMENT WITH "RR" ADJACENT IS EXSTING TO BE DISCONNECTED, REMOVED AND RELOCATED TO NEW LOCATION AND RECONNECTED AS REQUIRED.
⊡ <sub>ER</sub>	RELOCATED EQUIPMENT SHOWN IN NEW LOCATION.
	FLOOR MOUNTED COMBINATION RECEPTACLE & TELE/DATA
<del>o</del> =	HALF-SWITCHED DUPLEX RECEPTACLE
J	JUNCTION BOX FLUSH IN FLOOR
100AS 🗗	NON-FUSED DISCONNECT SWITCH. "AS" INDICATES SWITCH AMPERE RATING.
<u>100AS</u> FJ- 60AFU	FUSED DISCONNECT SWITCH. "AS" INDICATES SWITCH AMPERE RATING. "AFU" INDICATES FUSE AMPERE RATING.
VFD II	MAGNETIC MOTOR STARTER. ROMAN NUMERAL INDICATES NEMA STARTER SIZE. ADDITIONAL SUBSCRIPTS INDICATE STARTER TYPE AND SIZE. (TYPICAL FOR ALL MAGNETIC STARTER SYMBOLS.)
	NO SUBSCRIPT- FULL VOLTAGE, NON REVERSINGPR- PRIMARY RESISTOR REDUCED VOLTAGEAT- AUTOTRANSFORMER REDUCED VOLTAGEWD- WYE-DELTA REDUCED VOLTAGEPW- PART WINDING REDUCED VOLTAGESS- SOLID STATE REDUCED VOLTAGEREV- REVERSING TYPE2S- TWO SPEED2W- TWO WINDINGSCH- CONSTANT HORSEPOWERCT- CONSTANT TORQUEVT- VARIABLE TORQUEVFD- VARIABLE FREQUENCY DRIVE
\$	LOW VOLTAGE DIMMER SWITCH (SAME ABBREVIATIONS APPLY AS ABOVE)
100AF 70AT	MOLDED CASE CIRCUIT BREAKER. "AF" INDICATES AMPERE FRAME, "AT" INDICATES AMPERE TRIP RATING AND NUMBER OF POLES AS INDICATED. SUBSCRIPT INDICATES TYPE.
Ι	NO SUBSCRIPT THERMAL MAGNETIC
	NA NON-AUTOMATIC MO MAGNETIC ONLY
	CL CURRENT LIMITING
	SS SOLID STATE EM ELECTRONIC METERING PACKING
∝←⌒→≻	DRAW-OUT TYPE CIRCUIT BREAKER.
100AS 90FU	FUSED SWITCH. "AS" INDICATED AMPERE SWITCH RATING, "AFU" INDICATES AMPERE FUSE RATING, NUMBER OF POLES AS INDICATED.
-	VOLTAGE TRANSFORMER. FLOOR MOUNTD, COPPER WOUND, DRY TYPE UNLESS SPECIFIED OTHERWISE.
\$	CURRENT TRANSFORMERS, "C.T.s"
$\rightarrow$	POTENTIAL TRANSFORMER, P.T.S".
\$€	UTILITY METER SOCKET, WITH C.T.s, CLIPS, ETC., PER SERVING UTILITY COMPANY.
III+	GROUND, "GRD".
æ	DUPLEX GROUNDING TYPE RECEPTACLE, 20 AMP, 125 VOLT
₽	DUPLEX GROUND FAULT INTERRUPTING TYPE RECEPTACLE, 20 AMP, 125 VOLT
<del>\$</del>	TWO DUPLEX GROUNDING TYPE RECEPTACLES IN 4S BOX, 20 AMP, 125 VOLT

			APPLICABLE CODES
ст	٩	WALL MOUNTED COMBINATION VOICE/DATA OUTLET. SINGLE GANG MUD RING AND PLATE. ENGRAVE PLATE "VOICE" AND "DATA" OVER RESPECTIVE JACKS.	BUILDING OCCUPANCY CLASSIFICATION: THE CONSTRUCTION OF THIS PROJECT SHALL CONFORM TO THE REQUIREMENTS OF:
ИТСН.		VERIFY TYPE OF JACK WITH SCE IT. CONTRACTOR SHALL RUN $1-1/2$ °C.0 MIN. FROM DATA JACK TO 6° ABOVE CEILING SPACE. COORDINATE CABLING	2019 BUILDING STANDARD ADMINISTRATIVE CODE 2019 CALIFORNIA BUILDING CODE (CBC)
		REQUIREMENTS WITH SCE IT.	2019 CALIFORNIA ELECTRICAL CODE (CEC)
	X	PANEL NAME.	2019 CALIFORNIA MECHANICAL CODE (CMC)
			2019 CALIFORNIA PLUMBING CODE (CPC)
	FD-SD	FIRE AND SMOKE DAMPER	2019 CALIFORNIA ENERGY CODE
	₩	SURFACE MOUNTED EMERGENCY LIGHTING UNIT WITH 90 MIN. EMERGENCY BATTERY PACK. REFER TO LIGHTING FIXTURE SCHEDULE.	2019 CALIFORNIA FIRE CODE (CFC),
	<u>(05)</u>	CEILING MOUNTED OCCUPANCY SENSOR	
	OL RC	CEILING MOUNTED DAYLIGHT SENSOR ROOM CONTROLLER	
	0 1a	CEILING LIGHT FIXTURE AND OUTLET, HID, FLUORESCENT, OR INCANDESCENT. LOWER CASE LETTER INDICATES CONTROLLING SWITCH, NUMERAL INDICATES CIRCUIT. SHADED SYMBOL INDICATES FIXTURE WITH EMERGENCY POWER	
		PROVISIONS.	
	[⊙] 1a	FLUORESCENT LIGHT FIXTURE OUTLET. LOWER CASE LETTER INDICATES CONTROLLING SWITCH, NUMERAL INDICATES CIRCUIT. SHADED CIRCLE DENOTES FIXTURE WITH EMERGENCY POWER PROVISIONS.	
TING.		FLUORESCENT STRIP FIXTURE. LOWER CASE LETTER INDICATES CONTROLLING SWITCH. NUMERAL INDICATES CIRCUIT. SHADED CIRCLE DENOTES FIXTURE WITH EMERGENCY POWER PROVISIONS.	
	O-I	BRACKET OR WALL MOUNTED LIGHT FIXTURE AND OUTLET, HID,	FIRE ALARM PERMIT NOTE
	ia	FLUORESCENT OR INCANDESCENT. LOWER CASE LETTER INDICATES CONTROLLING SWITCH, NUMERAL INDICATES CIRCUIT. SHADED CIRCLE	
TER		DENOTES FIXTURE WITH EMERGENCY POWER PROVISIONS.	CONTRACTOR SHALL PROVIDE AND SUBMIT FIRE ALARM SAFETY CONSTRUCTION DOCUMENTS FOR ALL AGENCY PLAN CHECK REQUIREMENTS. APPROVAL SHALL BE OBTAINED PRIOR TO THE INSTALLATION OF THE SYSTEM.INTERCONNECTING WIRING AND CONDUIT SIZES ARE NOT INDICATED. CONTRACTOR
		ILLUMINATED EXIT LIGHT FIXTURE. SIDE, BACK, CEILING, OR PENDANT MOUNTED, SINGLE OR DOUBLE FACED AS NOTED BY SHADED ARC, WITH	SHALL BE RESPONSIBLE FOR PREPARING RACEWAY, WIRING PLANS, VOLTAGE DROP CALCULATION AND COMPLETE ONE LINE DIAGRAM OF THE SYSTEM.
	⊗ †	OR WITHOUT DIRECTIONAL ARROW AS NOTED ON THE DRAWINGS. NOT TO BE USED AS JUNCTION BOX OR "THROUGH-WIRE" DEVICE.	CONTRACTOR SHALL PROVIDE AS PART OF FIRE ALARM SYSTEM:
			<ul> <li>* CONSTRUCTION DOCUMENT AND SHOP DRAWINGS.</li> <li>* SUBMIT AND SECURE FIRE MARSHAL APPROVAL.</li> </ul>
	⊗	LOW LEVEL EXIT LIGHT FIXTURE, WALL MOUNTED WITH OR WITHOUT DIRECTIONAL ARROW AS NOTED ON THE DRAWINGS. BOTTOM OF FIXTURE AT +6 INCHES ABOVE FINISHED FLOOR AND WITHIN FOUR INCHES OF DOOR FRAME WHERE APPLICABLE.	<ul> <li>FIELD TO VERIFY EXISTING FIRE ALARM DEVICES. ADD AND/OR RELOCATE EXISTING DEVICES TO COMPLY TO NEW SPACE CONFIGURATION.</li> </ul>
		LIGHTING FIXTURE IDENTIFICATION SYMBOL. LETTER INDICATES FIXTURE	
	Q 21	TYPE. NUMERALS IN LOWER HALF OF HEXAGON INDICATE FIXTURE WATTAGE (INCLUDING BALLAST WHERE APPLICABLE). NUMERAL OUTSIDE	ABBREVIATIONS
	+9'-0"	TOP OF HEXAGON INDICATES NUMBER OF FIXTURES REQUIRED. NUMERAL OUTSIDE BOTTOM OF HEXAGON INDICATES MOUNTING HEIGHT FROM	AF AMPERE FRAME RATING OF CIRCUIT BREAKERS
		FLOOR TO BOTTOM OF FIXTURE. OMISSION OF MOUNTING HEIGHT INDICATES CEILING MOUNTING.	AFF       ABOVE FINISHED FLOOR         AFU       AMPERE FUSE RATING         AIC       AMPS INTERRUPTING CAPACITY RATING (RMS SYMMETRICAL)
	sM	HP RATED SWITCH	AM AMMETER AMP, A AMPERES
.T"	3k Sa	SWITCH. LOWER CASE LETTER AT BOTTOM INDICATES OUTLETS CONTROLLED. CAPITAL SUPERSCRIPT INDICATES SWITCH TYPE.	AS AMPERE SWITCH RATING AT AMPERE TRIP RATING OF BREAKER AWG AMERICAN WRE GAUGE
		NO SUPERSCRIPT - SINGLE POLE SWITCH	BKR BREAKER C. CONDUIT
		2 – DOUBLE POLE 3 – THREE WAY	CAB CABINET CC CENTER TO CENTER CKT CIRCUIT
		4 – FOUR WAY I – ILLUMINATED HANDLE	C.O. CONDUIT ONLY CU COPPER
		K – KEYED SWITCH	DWG DRAWNG E EXISTING
		LC – LOCKABLE COVER M – MANUAL MOTOR STARTER WITH	FF FINISHED FLOOR FLEX FLEXIBLE FLUOR FLUORESCENT
		THERMAL OVERLOAD PROTECTION MC – MOMENTARY CONTACT	FLOOK FLOOKESCENT FUT FUTURE GND GROUND
		P – PILOT LIGHT	HZ HERTZ J.B. JUNCTION BOX
		PR – PRESS TYPE TP – THREE POSITION	k THOUSAND (KILO) kV KILOVOLTS
		T – TIMER, 0–6 HR ROTARY OR AS NOTED	kW KILOWATTS kVA KILOVOLT AMPERES
	E	HALF CONTROLLED DUPLEX GROUND FAULT INTERRUPTING TYPE RECEPTACLE, 20 AMP, 125 VOLT, 2 POLE, 3 WIRE.	kwh kilowatt-hours Lt, Lts light, lights Ltg lighting
	Ф	FLUSH FLOOR MOUNTED DUPLEX GROUNDING TYPE RECEPTACLE, 20 AMP, 125 VOLT	MAX MAXIMUM MCB MAIN CIRCUIT BREAKER MCC MOTOR CONTROL CENTER MCM THOUSAND CIRCULAR MILS MT, MTD, MTG MOUNT, MOUNTED, MOUNTING
	⊎	ANY RECEPTACLE INDICATED WITH"IG" ADJACENT SHALL BY ISOLATED GROUND TYPE WITH INDIVIDUAL GROUND WIRE TO PANELBOARD.	NO, NOSNUMBER, NUMBERSNTSNOT TO SCALEOCON CENTERPNLPANEL
		DEDICATED RECEPTACLE INDICATED WITH"IG" ADJACENT SHALL BY ISOLATED GROUND TYPE WITH INDIVIDUAL GROUND WIRE TO PANELBOARD.	PNLBD PANELBOARD PRI PRIMARY PWR POWER R REMOVED
	<u>ه م</u>	WALL POWER IN-FEED JUNCTION BOX FOR WORKSTATIONS FOR POWER AND TELEPHONE/DATA. SINGLE GANG TELEPHONE BOX. PROVIDE 1-1/2"CONDUIT AND STUB-UP AT +6" ABOVE CEILING WITH A SUPER FLEX CONDUIT., UNLESS OTHERWISE NOTED. VERIFY LOCATION WITH FURNITURE CONTRACTOR. PROVIDE MAX. 6' FLEX WHIP FOR CONNECTION.	RECRECEPTACLERECPTSRECEPTACLESREQDREQUIREDSWSWTCHSYSSYSTEMSYMSYMMETRICALTEMPTEMPERATURE
		WALL MOUNTED OCCUPANCY SENSOR +42"AFF,U.O.N. (SINGLE MANUAL ON/OFF DIMMER SWITCH)	TYP TYPICAL UNO UNLESS NOTED OTHERWISE
	€ a,b	WALL MOUNTED OCCUPANCY SENSOR +42"AFF,U.O.N. (DOUBLE MANUAL ON/OFF DIMMER SWITCH)	WWREWPWEATHERPROOFXFMRTRANSFORMERZDZONE DAMPER

	SHEET INDEX	
SHEET NO.		PAN ARCHING
E-0.1	ELECTRICAL SYMBOL LIST AND ABBREVIATIONS	NO. C-29344 NO. C-29344 NO. C-29344 NO. C-29344
E-0.2	ELECTRICAL SPECIFICATIONS	PONCH ST
E-0.3 E-0.4	PANEL SCHEDULES AND DETAILS T-24 COMP. FORMS & LTG. FIXTURE SCH.	rture Ining erior 92626 3-4260
E-0.5	LIGHTING FIXTURE CUTSHEETS	
E-2.0	DEMOLITION LIGHTING PLAN	archite plo Architects, 55 TEL (714) 6
E-2.1 E-3.0	DEMOLITION POWER PLAN PROPOSED LIGHTING PLAN	
E-3.1	PROPOSED POWER PLAN	Σ2
		Gillis + Panicl EAX (714) 668-4265
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	H2S Engineers Inc. Consulting MEP Engineers	LECTRI ORAN <sup>Fire Sta</sup> 20990 Y
	Anaheim, CA 92801 Ph: (714) 290-0718	
	H2S ENGINEERS INC E-mail: mverma@h2sengineers.com	E-0.1

## PART 1 - GENERAL

## A. SCOPE

- FURNISH AND INSTALL A COMPLETELY WIRED AND OPERATIONAL ELECTRICAL SYSTEM AS SHOWN ON The drawings and specified herein, including but not limited to, these major items.
- LIGHTING FIXTURES AS INDICATED AND SPECIFIED ON THE PLANS.
- Electrical panels, controls, service, disconnects, conduit wring, etc., for all outlets and equipment.
- TELEPHONE OUTLETS AND CONDUIT AS INDICATED.
- CONDUIT AND OUTLETS FOR ALARM, COMPUTER, AND SECURITY SYSTEMS AS INDICATED.
- CONTROL WIRING FOR ELECTRICAL SYSTEMS.
- PROVIDE PERMITS AND INSPECTIONS AS REQUIRED.
- B. CODES, REGULATIONS AND STANDARDS

#### THE INSTALLATION SHALL COMPLY WITH APPLICABLE LOCAL AND STATE CODES AND ORDINANCES, WITH THE REGULATIONS OF THE LATEST ADOPTED EDITION OF THE FOLLOWING CODES AND WITH THE REQUIREMENTS OF THE POWER AND TELEPHONE COMPANIES FURNISHING SERVICES TO THIS INSTALLATION.

- THE FOLLOWING INDUSTRY STANDARDS, SPECIFICATIONS AND CODES ARE MINIMUM REQUIREMENTS:
  - NEMA-NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION STANDARDS
  - NEC-NATIONAL ELECTRICAL CODE
  - UL-UNDERWRITER LABORATORIES INCORPORATED STANDARDS
  - ANSI-AMERICAN NATIONAL STANDARDS INSTITUTE
  - IEEE-INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS
  - NESC-NATIONAL ELECTRICAL SAFETY CODE
  - TITLE 24-CALIFORNIA ENERGY COMMISSION q.
- C. INSPECTION OF SITE
  - 1.PRIOR TO SUBMITTING A BID FOR ELECTRICAL WORK, THE ELECTRICAL CONTRACTOR SHALL VISIT THE SITE OF THE PROPOSED CONSTRUCTION AND SHALL THOROUGHLY ACQUAINT HIMSELF WITH EXISTING UTILITIES AND WORKING CONDITIONS TO BE ENCOUNTERED, ETC. ALLOWANCE WILL NOT BE MADE FOR NON-COMPLIANCE WITH THIS CONDITION AFTER BIDDING.
- D. GENERAL WORKMANSHIP
  - ALL WORK SHALL BE EXECUTED AND FINISHED IN A PRACTICAL MANNER AND SHALL PRESENT A NEAT AND WORKMANLIKE APPEARANCE WHEN COMPLETED.
  - ALL WORK MUST BE ACCEPTABLE TO THE OWNER. WHERE A DETAILED METHOD OF INSTALLING THE WORK IS NOT SPECIFIED OR INDICATED, INSTALL WORK AS DIRECTED BY THE OWNER.
- E. RELATED WORK BY OTHERS
  - 1.ELECTRICAL DRAWINGS IDENTIFY UTILITY SERVICE REQUIREMENTS FOR POWER, TELEPHONE, AND CABLE TV WITHIN AND UP TO FIVE FEET OUTSIDE THE BUILDING. UTILITY ELECTRICAL SERVICE TRANSFORMER(S), WHERE SHOWN ON THE SITE PLAN, ARE FOR INFORMATION ONLY AND INDICATE THE PREFERRED POINT OF SERVICE. UTILITY CONDUIT SYSTEMS, PULLBOXES, AND OTHER STRUCTURES, WHERE SHOWN ON THE SITE PLAN, ARE ALSO FOR INFORMATION ONLY AND INDICATE. THE PREFERRED ROUTING. THE ELECTRICAL CONTRACTOR SHALL REFER TO UTILITY SERVICE. DRAWINGS FOR ACTUAL UTILITY SERVICE REQUIREMENTS FOR THIS PROJECT. UTILITY SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED UTILITY SERVICE DRAWINGS. IT SHALL BE THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO CONTACT AND FOLLOW-UP WITH ALL UTILITY COMPANES TO OBTAIN BOTH PRELIMINARY AND FINAL DESIGN DRAWINGS FOR THIS PROJECT.
  - THE ELECTRICAL CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE ELECTRICAL α. SERVICE ENTRANCE, MEET ALL POWER COMPANY REQUIREMENTS AND SHALL PAY ALL UTILITY COMPANY CHARGES.
  - THE LOCAL TELEPHONE COMPANY WILL FURNISH AND INSTALL ALL TELEPHONE WRING AND Equipment and will make all final telephone connections. The electrical contractor shall coordinate the installation of the telephone service entrance, VEET ALL TELEPHONE REQUIREMENTS AND SHALL PAY ALL UTILITY COMPANY CHARGES.
  - THE FLECTRICAL CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE CARLE ERVICE ENTRANCE, MEET ALL CABLE COMPANY REQUIREMENTS AND SHALL PAY ALL UTILITY COMPANY CHARGES.
- COOPERATION WITH OTHER CONTRACTORS
  - COOPERATE WITH THE OTHER TRADES SO THAT THE INSTALLATION OF THE ELECTRICAL OUTLETS AND EQUIPMENT WILL BE PROPERLY COORDINATED. CONDUIT, FIXTURES, AND OTHER EQUIPMENT LOCATIONS SHALL BE CHECKED WITH THE OTHER TRADES TO AVOID CONFLICT WITH THE PIPING, DUCTWORK, STEEL, BEAMS, OR OTHER OBSTRUCTIONS.
  - CAREFULLY CHECK THE LOCATIONS OF THE CUTLET BOXES AND DETERMINE THAT THEY HAVE NOT BEEN DISTURBED DURING THE INSTALLATION OF MATERIALS OF OTHER TRADES.
  - COORDINATE THE LOCATION OF TRENCHES AND CONDUITS FOR UTILITY SERVICES AND OTHER DISCIPLINES WITH THE GENERAL CONTRACTOR.
- MECHANICAL AND ELECTRICAL COORDINATION
  - 1.ANY DEVICE WHICH CARRIES THE FULL LOAD CURRENT OF THE ELECTRICALLY DRIVEN MACHINERY AS OPPOSED TO THE CONTROL OF INSTRUMENTATION CURRENT IN THE HOLDING COIL, IS A POWER CIRCUIT AND IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR. CONTROL OR INSTRUMENTATION CIRCUITS CONNECTING HOLDING COLLS TO THE CONTROL SYSTEM AS SPECIFIED BY THE MECHANICAL ENGINEER ARE THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR.
  - THE POWER CIRCUIT IS DEFINED AS ALL DEVICES NECESSARY TO OPERATE, AND AS REQUIRED BY CODE TO PROTECT AND SERVICE THE UNIT, INCLUDING BRANCH CIRCUIT PROTECTIVE DEVICES, DISCONNECTS, MAGNETIC MOTOR STARTERS WITH RUNNING OVERLOAD AND SINGLE PHASING PROTECTION, MAGNETIC CONTACTORS, ETC.
  - THE CONTROL OR INSTRUMENTATION CIRCUIT IS DEFINED AS ALL DEVICES NECESSARY TO INTERFACE THE ELECTRICAL POWER CIRCUIT WITH THE CONTROL SYSTEM AS SPECIFIED BY THE MECHANICAL ENGINEER INCLUDING CONDUIT, BOXES, CONDUIT FITTINGS, CONDUCTORS, ELECTRIC-PNEUMATIC SWITCHES, PNEUMATIC-ELECTRIC SWITCHES, ELECTRICAL AND PNEUMATIC RELAYS, PNEUMATIC TUBING, ETC.
  - THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE 120V DUPLEX RECEPTACLES WITHIN 25 FEET OF ALL ROOF MOUNTED EQUIPMENT, PER NEC 210.63.

H. DRAWINGS

- THE DRAWINGS INDICATE THE GENERAL ARRANGEMENT AND LOCATIONS OF THE ELECTRICAL WORK. INFORMATION PRESENTED ON THESE DRAWINGS ARE AS ACCURATE AS PLANNING CAN DETERMINE, BUT FIELD VERIFICATION OF ALL DIMENSIONS, LOCATIONS, LEVELS, ETC., TO SUIT FIELD CONDITIONS IS REQUIRED. REVIEW ALL ARCHITECTURAL, STRUCTURAL AND MECHANICAL DRAWINGS AND ADJUST ALL WORK TO MEET THE REQUIREMENTS OF CONDITIONS SHOWN. THE ARCHITECTURAL DRAWINGS SHALL TAKE PRECEDENCE OVER ALL OTHER DRAWINGS. DISCREPANCIES BETWEEN DIFFERENT PLANS, OR BETWEEN DRAWINGS AND SPECIFICATIONS, OR REGULATIONS AND CODES GOVERNING THE INSTALLATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IN WRITING BEFORE TH DATE OF BID OPENING. WHERE DISCREPANCIES OR CONFLICTS OCCUR, THE BID SHALL REFLECT THE MOST STRINGENT REQUREMENTS. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE TO FIELD MEASURE AND CONFIRM MOUNTING HEIGHTS AND LOCATION OF ELECTRICAL EQUIPMENT WITH RESPECT TO COUNTERS, ETC. DO NOT SCALE DISTANCES OFF THE ELECTRICAL DRAWINGS. USE ACTUAL BUILDING DIMENSIONS.
- 2 UPON COMPLETION OF THE WORK UNDER THESE DRAWINGS AND SPECIFICATIONS, THE ELECTRICAL CONTRACTOR SHALL PROMDE THE OWNER WITH A COMPLETE SET OF MARKED-UP ELECTRICAL DRAWINGS SHOWING THE "AS-BUILT" CONDITION OF THE WORK. BOND PRINTS OF THE DRAWINGS REQUIRED WILL BE FURNISHED BY THE OWNER, FOR THIS PURPOSE.
- ALL OPERATING INSTRUCTIONS, PARTS LISTS AND SPARE PARTS FOR MATERIAL AND EQUIPMENT FURNISHED AND/OR INSTALLED BY THE ELECTRICAL CONTRACTOR SHALL BE TURNED OVER TO THE OWNER (THREE COPIES).

- I. SHOP DRAWINGS AND APPROVALS
- SUBMITTALS SHALL CONSIST OF DETAILED SHOP DRAWINGS, SPECIFICATIONS, BLOCK WRING DIAGRAMS, "CATALOG CUTS" AND DATA SHEETS CONTAINING PHYSICAL AND DIMENSIONAL INFORMATION, PERFORMANCE DATA, ELECTRICAL CHARACTERISTICS, MATERIALS USED IN FABRICATION, AND MATERIAL FINISH. CLEARLY INDICATE BY ARROWS OR BRACKETS PRECISELY WHAT IS BEING SUBMITTED ON AND THOSE OPTIONAL ACCESSORIES WHICH ARE INCLUDED AND THOSE WHICH ARE FXCI UDFD. PART 2 - PRODUCTS AND EXECUTION EACH SUBMITTAL SHALL BE ACCOMPANED SHALL BEAR A STAMP STATING THAT THE SUBMITTAL CONDUIT A.
- HAS BE THOROUGHLY REVIEWED BY THE CONTRACTOR AND IS IN FULL COMPLIANCE WITH THE REQUIREMENTS OF CONTRACT DOCUMENTS. COVER LETTERS SHALL LIST IN FULL THE ITEMS AND DATA SUBMITTED. FAILURE TO COMPLY WITH THIS REQUIREMENTS SHALL CONSTITUTE GROUNDS FOR REJECTION OR DATA
- THE CONTRACTOR SHALL SUBMIT DETAILED DRAWINGS OF ALL ELECTRICAL EQUIPMENT AND GENERATOR ROOMS, YARDS, AND UTILITY AREAS. MINIMUM SCALE: 1/4"=1'-0".
- AS PART OF THE EQUIPMENT SUBMITTALS, THE MANUFACTURER SHALL PROVIDE ANCHORAGE CALCULATIONS FOR FLOOR AND WALL MOUNTED ELECTRICAL EQUIPMENT. STRUCTURAL CALCULATIONS SHALL BE PREPARED AND SIGNED BY REGISTERED STRUCTURAL ENGINEER IN CALIFORNIA
- ALL RESUBMITTALS SHALL INCLUDE A COVER LETTER THAT LISTS THE ACTION TAKEN AND REVISIONS MADE TO EVERY DRAWING AND EQUIPMENT DATA SHEET IN RESPONSE TO SUBMITTAL REVIEW COMMENTS. FAILURE TO INCLUDE THIS COVER LETTER WILL CONSTITUTE REJECTION OF THE RESUBMITTAL PACKAGE.
- CONTRACTOR SHALL SUBMIT SHORT CIRCUIT AND COORDINATION STUDIES SIGNED BY A REGISTERED ELECTRICAL ENGINEER. STUDIES SHALL BE PERFORMED IN ACCEPTANCE WITH IEEE GUIDELINES. CONTRACTOR SHALL BE SUBMITTED FOR ARCHITECT-ENGINEER REVIEW PRIOR TO ORDERING AND INSTALLING ANY EQUIPMENT. CONTRACTOR SHALL ENSURE THAT THE ACTUAL FEEDER LENGTHS MATCH STUDIES (REVISE STUDIES IF NECESSARY). SERVICE EQUIPMENT MARKINGS AS REQUIRED PER NEC 110.24 SHALL BE BASED ON CONTRACTOR SUBMITTED STUDIES.
- SUBMIT CONDUITS; FITTINGS; OUTLET PULL AND JUNCTION BOXES; WIRES; WIRING DEVICES; LIGHTING FIXTURES; LAMPS; BALLASTS; SAFETY SWITCHES; FUSES; TRANSFORMERS; PANELBOARDS; SWITCHBOARDS; CIRCUIT BREAKERS; LIGHTING CONTROL SYSTEM/DEVICES; AND FIRE ALARM SYSTEMS

SUBSTITUTIONS

- ALL REQUESTS FOR SUBSTITUTIONS SHALL CONFORM TO THE GENERAL REQUIREMENTS AND PROCEDURE OUTLINED IN DIVISION 1.
- WHERE ITEMS ARE NOTED AS "OR EQUAL", A PRODUCT OF EQUAL DESIGN, CONSTRUCTION AND 2 PERFORMANCE WILL BE CONSIDERED.
- SUBSTITUTIONS SHALL BE EQUAL, IN THE OPINION OF THE OWNER'S REPRESENTATIVE, TO THE SPECIFIED PRODUCT.
- 4. THE BURDEN OF PROOF OF EQUALITY OF A PROPOSED SUBSTITUTION FOR A SPECIFIED ITEM SHALL BE UPON THE ELECTRICAL CONTRACTOR. ELECTRICAL CONTRACTOR SHALL SUPPORT ITS REQUEST WITH SUFFICIENT TEST DATA, PHOTOMETRIC ANALYSIS, DETAILED BREAKDOWN DEFINING COST SAVINGS, AND OTHER MEANS TO PERMIT THE ARCHITECT AND/OR ENGINEER TO MAKE A FAIR AND Equitable decision on the merits of the proposed substitution. Any item by A MANUFACTURER OTHER THAN THOSE SPECIFIED, OR OF BRAND NAME OR MODEL NUMBER WILL BE CONSIDERED A SUBSTITUTION. THE ARCHITECT AND/OR ENGINEER WILL BE THE SOLE JUDGE OF WHETHER OR NOT THE SUBSTITUTION IS EQUAL IN QUALITY, UTILITY, AND ECONOMY TO THAT SPECIFIED.
- APPROVAL OF A SUBSTITUTION SHALL NOT RELIEVE ELECTRICAL CONTRACTOR FROM RESPONSIBILITY FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS. ELECTRICAL CONTRACTOR SHALL BEAR THE EXPENSE FOR ANY CHANGES IN OTHER PARTS OF THIS WORK OR OTHER WORK CAUSED BY THE PROPOSED SUBSTITUTION.
- IF ARCHTECT AND/OR ENGINEER REJECTS ELECTRICAL CONTRACTOR'S SUBSTITUTE ITEM ON THE FIRST SUBMITTAL, ELECTRICAL CONTRACTOR MAY MAKE ONLY ONE ADDITIONAL REQUEST FOR SUBSTITUTION IN THE SAME CATEGORY.
- K. QUARANTEE & TESTING
  - GUARANTEE ALL MATERIAL FURNISHED AND ALL WORKMANSHIP PERFORMED FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK. ANY DEFECTS DEVELOPING WITHIN THIS PERIOD, TRACEABLE TO MATERIAL FURNISHED AS A PART OF THIS SECTION OR WORKMANSHIP PERFORMED HEREUNDER, SHALL BE CORRECTED AS NECESSARY AT NO COST TO THE OWNER.
  - SYSTEM SHALL BE TESTED FOR PROPER OPERATION. IF TESTS SHOW THAT WORK IS DEFECTIVE ELECTRICAL CONTRACTOR SHALL MAKE CORRECTIONS AS NECESSARY AT NO COST TO THE OWNER.
- L. LABELING
- PROVIDE ENGRAVED NAME PLATES ON SWITCHBOARDS, PANEL BOARDS, DISCONNECT SWITCHES, MOTOR CONTROL CENTERS, TRANSFORMERS, ETC., INDICATING EQUIPMENT DESIGNATED (OR DESIGNATION OF EQUIPMENT SERVED) AND VOLTAGE.
- M. HOUSEKEEPING PADS
- PROVIDE 4 INCH HIGH CONCRETE EQUIPMENT PADS FOR ALL FLOOR-MOUNTED EQUIPMENT INCLUDING SWITCHBOARDS, MOTOR CONTROL CENTERS, TRANSFORMERS, ETC.
- N. MATERIALS
- 1. All materials shall be new and of quality as specified on the plans or specifications AND MUST CARRY THE UNDERWRITER'S LABORATORIES APPROVAL COVERING THE PURPOSE FOR which they are used, in addition to meeting all requirements of the current applicable CODES AND REGULATIONS.
- ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING EQUIPMENT WHICH IS DAMAGED DUE TO INCORRECT FIELD WRING PROVIDED UNDER THIS SECTION OR FACTORY WRING IN EQUIPMENT PROVIDED UNDER THIS SECTION. STORAGE AND HANDLING OF MATERIAL
- 0.
  - DELIVER MATERIALS AND EQUIPMENT TO THE PROJECT IN THE MANUFACTURER'S ORIGINAL UNOPENED, LABELED CONTAINERS. PROTECT AGAINST MOISTURE, TAMPERING, OR DAMAGE FROM IMPROPER HANDLING OR STORAGE. ELECTRICAL CONTRACTOR SHALL PROTECT AND BE RESPONSIBLE FOR ANY DAMAGE TO WORK OR MATERIALS UNTIL FINAL ACCEPTANCE BY THE OWNER, AND SHALL MAKE GOOD WITHOUT COST TO THE OWNER, ANY DAMAGE OR LOSS THAT MAY OCCUR DURING
- ARRANGE FOR TIMELY DELIVERY OF MATERIALS AND EQUIPMENT TO THE JOBSITE IN ORDER TO MINIMZE THE LENGTH OF TIME BETWEEN DELIVERY AND INSTALLATION.
- ARRANGE FOR TIMELY DELIVERY OF OWNER SUPPLIED MATERIALS AND EQUIPMENT TO THE JOBSITE IN ORDER TO MINIMIZE THE LENGTH OF TIME BETWEEN DELIVERY AND INSTALLATION
- COVER AND PROTECT ANY MATERIAL WHICH MAY BE AFFECTED BY THE WEATHER WHILE IN TRANSIT OR STORED AT THE PROJECT SITE. ANY MATERIAL FOUND DEFECTIVE OR NOT INSTALLED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS MAY BE REJECTED BY THE ENGINEER.
- NO ELECTRICAL WORK SHALL BE INSTALLED IN AREAS WHERE OTHER TRADE'S WORK MIGHT CAUSE PHYSICAL DAMAGE TO WRES, CONDUIT, EQUIPMENT, BOXES OR FITTINGS UNTIL THE OTHER TRADE'S WORK HAS BEEN COMPLETED. ANY EQUIPMENT OR MATERIALS WHICH BECOME DAMAGED SHALL BE REMOVED AND REPLACED AT NO EXTRA COST TO THE OWNER.
- QEAN-UP
- KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS, OR RUBBISH CAUSED BY EMPLOYEES OR WORK UNDER THIS DIVISION OF THE SPECIFICATIONS. AT THE COMPLETION OF THE WORK, REMOVE ALL SURPLUS MATERIALS, TOOLS, ETC., AND LEAVE THE PREMISES "BROOM-CLEAN"
- Q. EXCAVATION, CUTTING AND FITTING
  - PERFORM THE EXCAVATION, CUTTING, FITTING, REPAIRING AND FINISHING OF TH WORK NECESSARY FOR THE INSTALLATION OF ELECTRICAL EQUIPMENT HOWEVER, NO CLITTING OF THE WORK OF OTHER TRADES OR OF ANY STRUCTURAL MEMBER SHALL BE DONE WITHOUT THE CONSENT OF THE ARCHITECT.
- EXCAVATION AND BACKFILL

- PERFORM ALL EXCAVATION AND BACKFILLING REQUIRED FOR WORK PERFORMED UNDER THIS DIVISION OF THE SPECIFICATIONS. TRENCH BOTTOMS SHALL BE GRADED TRUE AND FREE FROM STONES OR SOFT SPOTS. USE EXCAVATED MATERIALS FOR BACKFILL UNLESS OFF STE MATERIALS ARE DEEMED NECESSARY BY THE ARCHITECT. TRENCHING AND BACKFILLING FOR ELECTRICAL AND FELEPHONE UTILITY SERVICES TO BUILDING SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR IN ACCORDANCE WITH UTILITY COMPANY REQUIREMENTS.
- VERIFY LOCATION OF EXISTING UNDER GROUND UTILITIES PRIOR TO TRENCHING.
- ALL WRING SHALL BE INSTALLED IN LISTED METALLIC CONDUIT EXCEPT AS PERMITTED BELOW. GRC MAY BE USED IN ALL AREAS. IMC MAY BE USED IN INDOOR LOCATIONS NOT IN CONTACT WITH EARTH. EMT MAY BE USED IN INDOOR LOCATIONS NOT IN CONTACT WITH EARTH, NOT IN CONORETE SLABS OR WALLS AND NOT SUBJECT TO DAWAGE. PVC MAY BE USED IN OR BELOW CONCRETE AND DIRECT BURIED IN EARTH. FLEXIBLE STEEL CONDUIT SHALL BE USED FOR INDOOR FINAL CONNECTIONS TO MECHANICAL EQUIPMENT NOT TO EXCEED 36", AND RECESSED REMOVABLE FLUORESCENT LIGHT FIXTURES NOT TO EXCEED 72". LIQUID-TIGHT FLEXIBLE STEEL CONDUIT SHALL BE FOR OUTDOOR FINAL CONNECTIONS TO EQUIPMENT NOT TO EXCEED 36".
- WHERE THE CONDUIT ENTERS OUTLET BOXES, FIXTURES OR CABINETS, FIRMLY FASTEN BY DOUBLE LOCKNUTS AND BUSHINGS (GRC AND IMC ONLY). FIRMLY FASTEN CONDUIT TO THE BUILDING CONSTRUCTION. RUN EXPOSED CONDUIT PARALLEL TO THE BUILDING LINES, SUPPORTED BY APPROPRIATE HANGERS.
- COVER METALLIC CONDUIT IN CONTACT WITH EARTH OR FILL WITH POLYETHYLENE TAPE SPIRAL 3. WRAPPED, 1/2" LAPPED TO PROVIDE DOUBLE THICKNESS. TAPE SHALL BE SCOTCH NO. 50 TAPE. CONDUIT AND DUCTS NOT UNDER BUILDINGS AND FEEDER DUCTS SHALL BE INSTALLED PER NEC 300.5, EXCEPT THAT THE BENDS IN CONDUIT LARCER THAN 1" IN DIAMETER SHALL BE MADE WITH GALVANIZED STEEL CONDUIT TREATED AS NOTED ABOVE. MAKE JOINTS WITH COMPOUND TO BE WATERTIGHT
- CONDUIT SIZES SHALL BE AS REQUIRED BY CODE AND AS INDICATED OR SPECIFIED ON DRAWINGS. NO CONDUIT SMALLER THAN 3/4 INCH TRADE SIZE SHALL BE USED.
- PENETRATION THROUGH FLOOR SLABS WHERE SUBJECT TO DAMAGE SHALL BE IN WRAPPED RIGID STEEL. SCHEDULE 40 PVC ELBOWS AND PENETRATIONS MAY BE USED IN SLAB ON GRADE WHERE PENETRATIONS OCCUR IN PROTECTED AREAS (WALLS, ELECTRICAL ROOMS, ETC.).
- CONDUITS AND OUTLETS SHALL BE CONCEALED WITHIN THE BUILDING STRUCTURE, EXCEPT THAT CERTAIN MOTOR AND LIGHTING FEEDER CONDUITS MAY BE RUN EXPOSED IN CERTAIN AREAS AS INDICATED ON THE DRAWINGS. CONDUIT SHOWN TO BE INSTALLED IN CABINETS, COUNTERS, AND CASEWORK SHALL BE RUN AS DIRECTED BY THE ARCHITECT.
- ALL CONDUIT SERVING ROOF MOUNTED EQUIPMENT AND DEVICES INCLUDING HVAC EQUIPMENT, GFCI MAINTENANCE RECEPTACLES AND DUCT TYPE SMOKE DETECTORS SHALL BE ROUTED IN THE CELLING SPACE. CONDUT SHALL PENETRATE ROOF AT EQUIPMENT LOCATIONS ONLY. NO CONDUT SHALL BE INSTALLED HORIZONTALLY ACROSS ROOF SURFACE.
- FLEXIBLE METALLIC AND NON-METALLIC CONDUIT SYSTEMS SHALL HAVE A CODE SIZED COPPER GROUND CONDUCTOR. INCREASE CONDUIT SIZE AS REQUIRED.
- FLEXIBLE METAL CONDUIT/CUT-IN BOXES FOR LOW VOLTAGE SYSTEMS (TEL/DATA) MAY BE USED IN WALL CAVITIES PROVIDED THE INSTALLATION COMPLIES WITH NEC ARTICLE 348. ALL CONDUIT FOR LOW VOLTAGE WRING SYSTEMS IN NEW WALL PARTITIONS SHALL BE EMT. FLEXIBLE METAL CONDUIT FOR THESE SYSTEMS IS NOT ACCEPTABLE IN NEW WALLS.
- ALL EMPTY CONDUIT SYSTEMS SHALL HAVE A 200 POUND TEST PULL CORD INSTALLED TO 10. FACILITATE INSTALLATION OF FUTURE WIRE.
- B. FITTINGS
- EMT-FITTINGS AND CONDUT BODIES SHALL BE STEEL, MALLEABLE IRON OR DIE CAST COMPRESSION OR SET SOREW TYPE.
- IMC AND GRC-SHALL BE STEEL OR MALLEABLE IRON TYPE AND SHALL ENGAGE A MINIMUM OF FIVE (5) THREADS.
- OUTLET, PULL AND JUNCTION BOXES
- PULL AND/OR JUNCTION BOXES SHALL BE INSTALLED WHEREVER SHOWN ON THE DRAWINGS OR AS REQUIRED BY CODE.
- EACH SWITCH, LIGHT, RECEPTACLE OR OTHER OUTLET SHALL BE PROVIDED WITH A CODE GAUGE GALVANZED STEEL OUTLET BOX. JUNCTION AND PULLBOXES SHALL BE CODE GAUGE. GALVANZED STEEL OUTLET BOXES SHALL BE OF THE ONE PIECE, KNOCKOUT TYPE, IN GENERAL 4-INCH SQUARE, 2 1/8-INCH WITH PLASTER RING. PLASTER RINGS SHALL BE SET TO PROVIDE NOT MORE THAN 1/8" FROM WALL SURFACE TO RING. IN NO CASE SHALL PLASTER RING PROJECT BEYOND SURFACE OF WALL. SINGLE GANG RINGS SIMILAR TO STEEL CITY 52050 SHALL BE USED FOR 4" BOXES IN UNFINISHED BRICK, NUMBER 180 BOXES MAY BE USED FOR UNFINISHED MASONRY FLUSH WALL OUTLETS. CENTER ALL OUTLET BOXES IN BLOOK COURSE.
- BOXES INSTALLED IN POURED CEMENT FLOORS SHALL BE FLUSH TYPE CAST IRON WITH WATERTIGHT GASKETED COVERS, GRAY METALLIC FINISH. WHERE BOXES ARE INSTALLED IN FLOORS WITH TILE OR CARPET FLOOR COVERING, COVERS SHALL BE OF THE RECESSED TYPE TO ACCOMMODATE THE FLOOR COVERING.
- BOXES INSTALLED FOR THE ALARM, COMPUTER AND SECURITY SYSTEM SHALL BE PROVIDED WITH APPROPRIATE COVERPLATES.
- PULL BOXES SHALL BE THE TYPES, SIZE AND DESIGN AS APPROVED BY THE NEC FOR THE CLASS OF INSTALLATION REQUIRED.
- PULL BOXES AND OUTLET BOXES SHALL BE SIZED BY THE ELECTRICAL CONTRACTOR AS REQUIRED 6. BY THE NEC BASED ON NUMBER OF CONDUCTORS, YOKES, STRAPS, ETC., USED IN THE INSTALLATION.
- D. WIRE
  - MATCH BUILDING STANDARDS IF APPLICABLE IN AN EXISTING BUILDING CONDITION, UNLESS OTHERWISE FOLLOW THE SPECIFICATIONS BELOW.
  - CONDUCTOR SIZES SHOWN ON THE DRAWINGS ARE BASED ON COPPER WRE. UNLESS OTHERWISE SPECIFIED, ALL WRE SHALL BE 75 DEGREE C TYPE THWN OR XHHW. ALL BRANCH CIRCUIT AND FEEDER WIRING SHALL BE COPPER.
  - WRES SHALL BE MARKED WITH COLOR TO SIMPLIFY CIRCUIT IDENTIFICATION. UNLESS OTHERWISE REQUIRED BY LOCAL ORDINANCES, IDENTIFICATION SHALL BE AS FOLLOWS:
    - a. 120/208V AND 120/240V PHASE A: BLACK. PHASE B: RED. PHASE C: BLUE NEUTRAL: WHITE GROUND: GREEN 277/480V PHASE A: BROWN. PHASE B: ORANGE. PHASE C: YELLOW NEUTRAL: GRAY.
  - 4. THE WIRE SHALL BE #12 AWG UNLESS OTHERWISE INDICATED.

GROUND: GREEN

- NO WRE SHALL BE INSTALLED IN THE CONDUIT SYSTEM UNTIL THE CONDUIT SYSTEM IS COMPLETE. 5. USE U.L. APPROVED LUBRICANT TO FACILITATE THE INSTALLATION OF THE CONDUCTORS IN THE CONDUT SYSTEM
- CONDUCTORS NO. 10 AWG AND SWALLER SHALL BE SOLID. CONDUCTORS LARGER THAN NO. 10 AWG SHALL BE STRANDED.
- MC CABLE MAY BE UTILIZED FOR #10 AND #12 BRANCH CIRCUIT WRING WITH THE FOLLOWING LIMITATIONS.
- THE INSTALLATION IS IN ACCORDANCE WITH NEC ARTICLE 330. α.
- MC CABLE USE IS LIMITED TO WRING WITHIN PARTITIONS AND WALLS AND TO CONNECTIONS TO AND BETWEEN SWITCHES AND WIRING DEVICES.

- MC CABLE IS NOT TO BE USED FOR HOME RUN CIRCUITING. HOME RUN CIRCUITING SH BE INDIVIDUAL CONDUCTORS INSTALLED IN EMT CONDUIT.
- HOME RUN SHALL BE DEFINED AS THE PORTION OF THE CIRCUIT FROM THE PANEL TO THE FIR
- WIRING DEVICES
- SWITCHES: WALL SWITCHES SHALL BE SPECIFICATION GRADE AC SILENT TYPE SWITCHES 20A - 277 VOLT. HUBBELL 1221 (SP), 1222 (DP), 1223 (3-WAY) AND 1224 (4-WAY). DIMMERS SHALL BE SPECIFICATION GRADE WITH PRESET SLIDE CONTROL. COLOR SHALL BE AS APPROVE BY THE ARCHTECT/OWNER. MATCH BUILDING STANDARD (IF EXISTING).
- RECEPTACLES: DUPLEX TYPE OUTLETS SHALL BE HEAVY DUTY, SPECIFICATION GRADE NEWA 2 5-20R. 20A. 120V GROUNDED TYPE EQUAL TO HUBBELL ISOLATED GROUND OUTLETS SHALL I EQUAL TO HUBBELL IG5362. SPECIAL APPLICATION RECEPTACLES SHALL BE AS INDICATED OF PLANS AND VERIFIED WITH EQUIPMENT SUPPLIER. COLOR SHALL BE AS APPROVED BY THE ARCHITECT/OWNER. MATCH BUILDING STANDARD (IF EXISTING).
- 3. WEATHERPROOF RECEPTACLES: COVERS SHALL BE HUBBELL WPFS26 WITH 5362 DUPLEX OUTL or Equal.
- 4. GFO RECEPTACLES: SHALL BE HUBBELL GF5362. GFO RECEPTACLES SHALL BE USED IN ALL OUTDOOR APPLICATIONS AS WELL AS THOSE PLACED WITHIN 6' OF WATER SOURCE AND ALL C NEC REQUIRED LOCATIONS.
- 5. MOUNTING HEIGHTS: SWITCHES +48 INCHES. RECEPTACLES +18 INCHES COMMUNICATION DEVICES - +18 INCHES. FIRE ALARM DEVICES - AS REQUIRED BY ADA, NFPA 72 OR AUTHOR HAVING JURISDICTION. ALL MOUNTING HEIGHTS ARE TO CENTERLINE OF DEVICE.
- 6. DEVICE PLATES SHALL BE EQUAL TO SERRA SMOOTH-LINE PLASTIC WALL PLATES COLOR SHAL BE AS APPROVED BY THE ARCHITECT/OWNER. MATCH BUILDING STANDARD (IF EXISTING).
- IN ALL CASES, SWITCHES CONTROLLING LIGHTING ARE TO BE LOCATED ON THE STRIKE SIDE OF DOORS. LOCATIONS INDICATED FOR SWITCHES AND OUTLETS ARE APPROXIMATE. OWNER MAY MAKE MINOR RELOCATIONS AT NO ADDITIONAL CHARGE.
- LIGHTING FIXTURES
  - COORDINATE THE FINAL LOCATION OF FIXTURES SHOWN DIAGRAMMATICALLY ON THE DRAWINGS OTHER TRADES IN ORDER TO AVOID INTERFERENCES. RELOCATE FIXTURES AS REQUIRED AS PA OF THE WORK UNDER THIS DIVISION IF NEW LOCATION IS WITHIN A FIVE FOOT RADIUS OF LOCATION SHOWN.
  - PROMDE ALL LIGHTING FIXTURES, WRED AND CONNECTED. THE DRAWINGS INDICATE THE FIXTU FOR EACH LOCATION. ELECTRICAL CONTRACTOR SHALL VERIFY FIXTURE LOCATIONS, MOUNTING REQUIREMENTS AND U.L. LABELING OF ALL FIXTURES PRIOR TO ORDERING. INCLUDE ALL ACCESSORIES NEEDED FOR A COMPLETE INSTALLATION INCLUDING MOUNTING CLIPS, PLASTER FRAMERS, HANGERS AND HARDWARE IN BASE BID. PROVIDE LAMPS FOR ALL FIXTURES. VERIF CEILING CONSTRUCTION BEFORE ORDERING RECESSED UNITS.
  - ADJUSTABLE FIXTURES SHALL BE LOCATED AND PROPERLY AIMED AS DIRECTED BY THE ARCHIT or the lighting designer.
  - 4. SUPPORT RECESSED FIXTURES FROM CEILING STRUCTURAL SUPPORT PER ADOPTED BUILDING (
  - ALL FIXTURES TO BEAR THE UL LABEL. ALL OUTDOOR FIXTURES SHALL BE U.L. LABELED FOR WET OR DAMP LOCATION AS DEFINED BY NEC ARTICLE 100.
- G. LAMPS
  - LAMPS SHALL BE BY THE SAME MANUFACTURER. LAMPS SHALL BE MANUFACTURED BY GE, Phillips or USHO.
- 2. INCANDESCENT EXTENDED LAMP LIFE, INSIDE FROSTED.
- 3. FLUCRESCENT MNMUM 75 CRI, 3500K, 20,000 RATED LAWP HOURS.
- 4. COMPACT FLUORESCENT MINIMUM 80 CRI, 3500K, 10,000 RATED LAWP HOURS.
- METAL HALIDE MINIMUM 65 CRI, 15,000 RATED LAMP HOURS.
- High Pressure Sodium Minimum 22 CRI, 24,000 Rated Lawp Hours.
- H. BALLASTS
- 1. FLUORESCENT
  - ELECTRONIC, RAPID START, HIGH POWER FACTOR, NORMAL (0.88) BALLAST FACTOR, LESS a THAN 20-PERCENT TOTAL HAMONIC DISTORTION AND "A" SOUND RATING.
- COMPACT FLUORESCENT: ELECTRONC, FULLY ENCAPSULATED, 90-PERCENT MINIMUM POWER ACTOR, 20 KHZ OR HIGHER OPERATION FREQUENCY, LESS THAN 5-PERCENT FLICKER, LUMP CURRENT CREST FACTOR OF 1.7 OR LESS. TRANSIENT PROTECTION SHALL COMPLY WITH IEEE (62.41) FOR CATEGORY A1 LOCATIONS. INTERFERENCE SHALL COMPLY WITH 47 CFR. CHAPTER 1, PART 18, SUBPART C FOR LIMITATIONS ON ELECTROMAGNETIC AND RADIO REQUENCY INTERFERENCE FOR NONCONSUMER EQUIPMENT.
- OUTDOOR FIXTURES SHALL HAVE ELECTRONIC BALLASTS RATED FOR O DEGREES F STARTING C. IEMPERATURE.
- 2. HIGH-INTENSITY DISCHARGE BALLASTS SHALL COMPLY WITH ANSI C82.4, SHALL BE CONSTANT VOLTAGE
  - AUTOTRANSFORMER HIGH POWER FACTOR TYPE. OPEN CIRCUIT OPERATION WILL NOT REDUCE AVERAGE LIFE OF BALLAST.
  - THE BALLAST SHALL BE DESIGNED FOR AN AMBIENT OPERATING TEMPERATURE OF 104 DEGREES F AND SHALL START AT MINUS 22 DEGREES F.
  - AUXILIARY, INSTANT-ON QUARTZ SYSTEM AUTOMATICALLY SWITCHES QUARTZ LAMP ON WHEN FIXTURE IS INITIALLY ENERGIZED AND WHEN MOMENTARY POWER OUTAGES OCCUR. AUTOMATICALLY TURNS QUARTZ LAMP OFF WHEN HIGH-INTENSITY-DISCHARGE LAMP REACHES APPROXIMATELY 60 PERCENT LIGHT OUTPUT.
- SAFETY SWITCHES
  - SAFETY SWITCHES SHALL BE GENERAL DUTY TYPE, 250 VOLT FOR 208 VOLT EQUIPMENT AND HEAVY DUTY TYPE, 600 VOLT FOR 480 VOLT EQUIPMENT. SAFETY SWITCHES SHALL HAVE THE NUMBER OF POLES REQUIRED. WRE TERMINATIONS SHALL BE LISTED AS SPECIFIED BY THE NEC. SAFETY SWITCHES FOR AIR CONDITIONING USE SHALL BE OF THE FUSIBLE TYPE WHERE RECOMMENDED BY EQUIPMENT MANUFACTURER. FUSIBLE SWITCHES SHALL ACCEPT CLASS 'R' FUSES ONLY AND WILL REJECT ALL OTHER TYPES. THE SWITCH SIZE, NUMBER OF POLES AND VOLTAGE RATING SHALL BE AS REQURED BY CODE AND AS INDICATED ON THE DRAWINGS. WHERE OUTSIDE THE BUILDING, THE SWITCHES SHALL BE TYPE NEMA 3R WEATHERPROOF. ALL SWITCHES SHALL BE IMKARIF
- PROVIDE DYMO-TAPE TAG INSIDE COVER OF EACH FUSIBLE SWITCH, INDICATING SIZE AND TYPE OF FUSES PROVIDED.
- FUSES

K. SERVICE ENTRANCE

FUSES SHALL BE DUAL ELEMENT TIME DELAY TYPE, AS MANUFACTURED BY BUSSMAN MFG. COMPANY, OR AS INDICATED OR REQUIRED BY THE EQUIPMENT SUPPLIED.

PROMDE NAMEPLATE "SPARE FUSES." INSTALL IN LOCATION AS DIRECTED BY OWNER.

CARRY THE U.L. LABEL AND SHALL CONFORM TO THE POWER COMPANY REGULATIONS.

SHALL FIT WITHIN THE ALLOTTED SPACE REQUREMENTS SHOWN ON THE PLANS. DRAWINGS

PROMDE TWO (2) SETS OF THREE (3) SPARE FUSES FOR EACH SIZE AND TYPE PROMDED ON

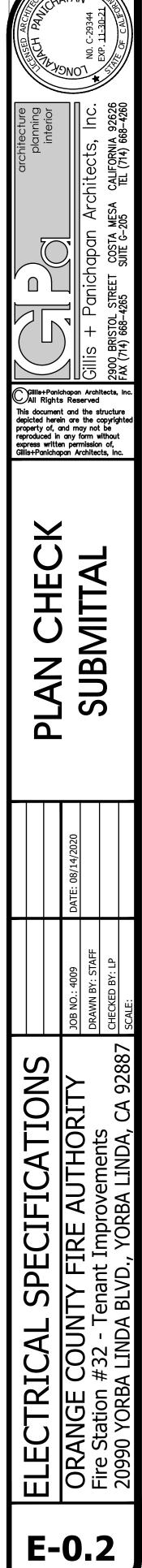
HALL		NOTIFY THE ENGINEER PRIOR TO SUBMITTAL. ONCE THE SUBMITTALS HAVE BEEN APPROVED IT IS THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO INSTALL THE EQUIPMENT WITHIN THE ALLOTTED SPACE AT NO ADDITIONAL COST TO THE OWNER.
জ		SERVICE ENTRANCE EQUIPMENT SHALL BE MANUFACTURED BY GENERAL ELECTRIC, SQUARE D, CUTLER-HAMMER, SIEMENS OR APPROVED EQUAL.
120		ALL OVERCURRENT PROTECTION DEVICES AND ELECTRICAL DISTRIBUTION EQUIPMENT SHALL BE FULLY (100%) RATED FOR AVAILABLE FAULT CURRENT INDICATED. SERIES RATED DEVICES ARE NOT ACCEPTABLE
Ð	L	QUPMENT CONNECTIONS
E		All motors shall be wred to conform with manufacturer's recommendations and with applicable codes. Furnish necessary materials, such as wre, conduit, fittings, etc. required to connect however, motors, controls, etc. shall be furnished by the supplier of the driven equipment. Verify equipment location and sizes with the trade supplying the motor before installing the conduit or outlets.
ET		FINAL CONNECTION TO ALL HVAC OR MOTOR LOADS FROM LOAD SIDE OF DISCONNECT SHALL BE MADE USING COPPER WIRE ONLY, ALUMINUM WIRE NOT ACCEPTABLE.
L DTHER	P.	COMMUNICATION SYSTEMS
N RTY		FOR ALL COMMUNICATION OUTLETS PROMDE DOUBLE GANG BACK BOX WITH SINGLE GANG PLASTER RING, PROMDE 1" CONDUIT TO 6" ABOVE ACCESSIBLE CEILING WITH 90" BEND AND CONDUIT BUSHING UNLESS OTHERWISE NOTED ON DRAWINGS. FOR NON-ACCESSIBLE CEILINGS, ROUTE CONDUIT TO NEAREST
<b>I</b> L		ACCESSIBLE CEILING SPACE OR TO NEAREST COMMUNICATION CLOSET. PROMDE BLANK COVER PLATES FOR ALL UNUSED BOXES.
-		PROMDE 3/4" FIRE RATED PLYWOOD FOR TELEPHONE TERMINAL BACKBOARD AND PAINT TO MATCH WALL SURFACE. REFER TO DRAWINGS FOR DIMENSIONS OF BACKBOARD.
,		PROMDE #6 AWG CU GROUND WIRE FROM EQUIPMENT BACKBOARD TO BUILDING SERVICE GROUND.
	R.	IGHTING CONTROL
n with Art		FURNISH AND INSTALL LIGHTING CONTROL PANELS, OVERRIDE SWITCHES, TIME SWITCHES, PHOTOCELLS AND CONTACTORS REQUIRED FOR LIGHTING CONTROL AS INDICATED ON THE DRAWINGS. LIGHTING CONTROL PANEL AND ALL ASSOCIATED COMPONENTS SHALL CONFORM TO ADOPTED ENERGY CODES.
,RES	2	RE ALARM SYSTEM
2		FIRE ALARM IS NOT SHOWN ON THESE DRAWINGS. FIRE ALARM IS REQUIRED AS A PART OF THE CONTRACTOR'S SCOPE OF WORK. CONTRACTOR SHALL ENGAGE THE SERVICES OF A STATE
FY		LICENSED FIRE ALARM CONTRACTOR FOR THE DESIGN AND INSTALLATION OF A COMPLETE AND OPERABLE FIRE ALARM SYSTEM THAT COMPLIES WITH ALL NFPA, NEC AND LOCAL ORDINANCES AND
TECT		REQUIREMENTS APPROVED BY AUTHORITY HAVING JURISDICTION. SYSTEM DESIGN AND INSTALLATION SHALL BE COMPATIBLE WITH EXISTING SHELL BUILDING AND APPROVED BY LANDLORD PRIOR TO BID. MANUFACTURER OF FIRE ALARM SYSTEM SHALL BE THE SAME MANUFACTURER AS THE SHELL
ODES.		BUILDING UNLESS OTHERWISE APPROVED BY LANDLORD AND AUTHORITY HAVING JURISDICTION. INCLUDE ALL COSTS IN BASE BID.
8		

TH'S PROJECT. INSTALL FUSES IN A HINGED DOOR, SHEET METAL STORAGE CABINET EQUIPPED WITH CLIPS OR CUBICLES, EACH MARKED WITH THE SIZE AND TYPE OF FUSE STORED THEREIN.

THE SERVICE ENTRANCE EQUIPMENT SIZE, VOLTAGE AND RATING SHALL BE AS INDICATED ON THE DRAWINGS. PROVIDE COPPER BUSING UNLESS OTHERWISE NOTED OR PERMITTED. EQUIPMENT SHALL

ELECTRICAL CONTRACTOR IS RESPONSIBLE TO VERIFY AND CONFIRM THAT EQUIPMENT SUBMITTED INDICATE MAXIMUM DIMENSIONS FOR SWITCHBOARDS INCLUDING CLEARANCES BETWEEN SWITCHBOARDS AN ADJACENT SURFACES AND OTHER ITEMS. COMPLY WITH MAXIMUM DIMENSIONS. IF ANY SPACE OR SIZE DISCREPANCIES ARE ANTICIPATED IT IS THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO





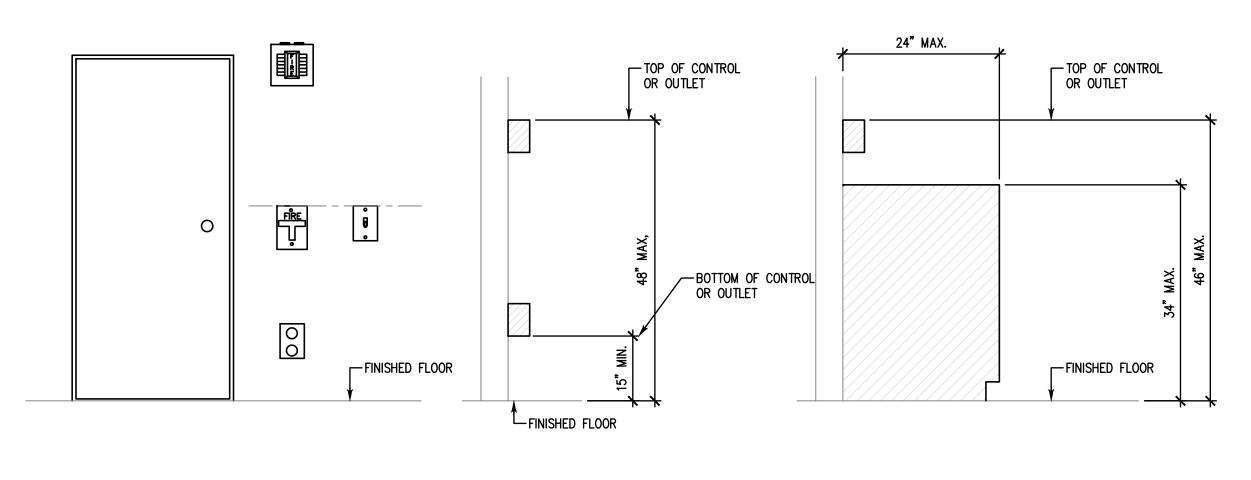
	MOUNTING: FLUSH				ſE	ΠF	'AN	١E	L-A	ι.								LOCA	TION:	SEE PLANS
	VOLTAGE: 120/208V,3Ø,4	W								10	),0	00 A		SY	М		225 A	MP BL	JS	MAIN LUGS ONLY
N O T E	DESCRIPTION	VOL ØA	T-AMPE ØB	ERES ØC	L I T E	R E C P	M I S C	P O L E	B R K R	C – R C	T.	B R K R	P O L E	M I S C	RECP	L T E	VOL ØA	t-ampe Øb	ERES ØC	DESCRIPTION
1	APP RM LTGS							1	20	1	2	20	1							APP RM LTGS
1	APP RM LTGS							1	20	3	4	20	1						]	KITCHEN COUNTER PLUGS
1	EXTERIOR LTGS							1	20	5	6	20	1							DORMITORY
1	CIRCULTAION PUMP		]					1	20	7	8	20	1					1		WORKBENCH
1	PLUGS DORM			1				1	20	9	10	20	1						]	PLUGS-DORM
1	MULTI- PLUGS							1	20	11	12	20	1							STUDY WATCH
1	GARBAGE DISPOSAL		1					1	20			20	1					]		PLUGS DORM
1	DISHWASHER							1	20			20	1						]	EXISTING LOAD
1	APP RM PLUG							1	20	17	18	20	1							2ND LVL LTGS
1	APP RM PLUGS		1					1	20	19	20	20	1					1	L	STORAGE RM PLUG
2	TOILET LTGS		340					1	20	21	22	20	1					720	]	TOILET PLUGS
1	AC							3				20	1							ELECT OVEN
1	-		1					Ξ	-	25	26	20	1					1		ROOF PLUG
1	<b></b>			I				-	-	27	28	20	1						]	EXISTING LOAD
1	ELECT OVEN							1	20	29	30	20	1							SIGN LITS
1	ELECT OVEN		1					1	20	31	32	20	1					1		WATER TENDER UN
1	EXISTING LOAD			Ī				1	20	33	34	20	1						]	EXISTING LOAD
1	AC PLATEFORM IN ATTIC		ļ					1	20	35	36	20	1							APP RM LTGS
1	SPACE		]							37	38	20	2					]	L	ELECT OVEN
1	SPACE			I						39	40	-	-						]	-
1	SPACE		J							41	42									SPACE
	VA PER PHASE		340				<u> </u>									1		720		VA PER PHASE
																		1060		TOTAL VA PER PHASE
	CONTINUOUS LOAD	340	x1.25=	425		VA	4											1060	ļ	TOTAL CONNECTED V
		+ OT	HER=	720		VA	4													NOTES
	тс	TAL L	OAD=	1145		VA	4				3	AM	PS				1	EXI	STIN	G CIRCUIT TO REMA
CEILING OUTLETS =														2	EXISTING C.B. WITH NEW LOA					
	CONV. OUTLETS = THIS PANEL IS FED BY: MP 3																			
	MISC. OUTLETS =																4			
																	I	I		

1

# PANEL SCHEDULES

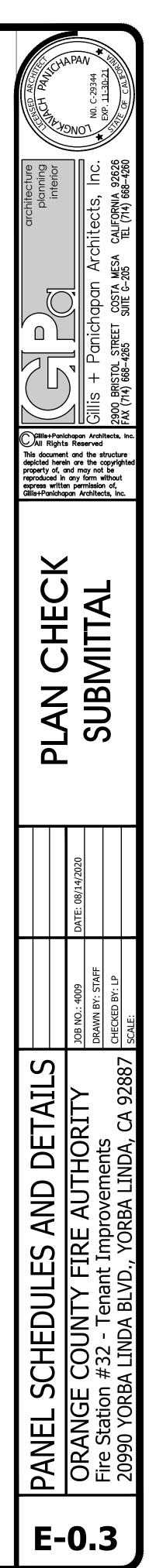
SCALE: NONE





- 1. ALL DEVICE HEIGHTS DEPICTED SHALL BE MODIFIED AS REQUIRED BY GOVERNING BUILDING CODES. CONTRACTOR TO VERIFY/RECONCILE APPLICABLE CODE REQUIREMENTS AND ANY DEVICE HEIGHT REQUIREMENTS DEPICTED ON ARCHITECTURAL OR INTERIOR DESIGN PLANS AND SPECIFICATIONS PRIOR TO DEVICE ROUGH-IN. CONFLICTS OR LACK OF MOUNTING HEIGHT SPECIFICITY ON THE ARCHITECTURAL OR INTERIOR DESIGN PLANS AND SPECIFICATIONS SHALL BE CAUSE FOR THE CONTRACTOR TO ISSUE A FORMAL WRITTEN RFI FOR RESOLUTION. DEVICE MOUNTING HEIGHT CLARIFICATION/SPECIFICATIONS SHALL NOT RESULT IN AN ADDITIONAL COST TO THE OWNER - CONTRACTOR SHALL INCLUDE ALL COSTS IN BASE BID
- 2. ALL DEVICES IN IMMEDIATE PROXIMITY TO EACH OTHER SHALL ALIGN VERTICALLY AND HORIZONTALLY.

# 2 DEVICE ALIGNMENT AND MOUNTING HEIGHT DETAILS SCALE: NONE







NRCC-LTI-E	CALIFORNIA ENERGY COMMIS	SSION NRCC-LTI-E		CALIF	DRNIA ENERGY COMMISSION	STATE OF CALIFORNIA Indoor Lighting NRCC-LTI-E		CALIFORNIA ENERGY COMMISS
CERTIFICATE OF COMPLIANCE Project Name: FIRE STATION 32 Re		B of 7) Project Name:	FIRE STATION 32 Report Page		NRCC-LTI-E (Page 2 of 7)	CERTIFICATE OF COMPLIANCE This document is used to demonstrate compliance w	th requirements in <u>§110.9, §110.12(c), §130.0, §130.1, §140.6</u> an	NRCC- d <u>§141.0(b)2</u> for indoor lighting scopes using the prescriptive
roject Address: 20990 YORBA LINDA BLVD Da	ate Prepared: 9/11	/2020 Project Address:	20990 YORBA LINDA BLVD Date Prepar	ed:	9/11/2020	path. Project Name: Project Address:	FIRE STATION 32 Report Page: 20990 YORBA LINDA BLVD Date Prepared:	(Page 9/1:
INDOOR LIGHTING FIXTURE SCHEDULE           B         WALL MOUNTED         No         No         16	Mfr. Spec <sup>1</sup> 3 No 48 🗆 🗌	C. COMPLIANCE RESULTS If any cell on this table says "DOES NOT COMPLY" or "COMPLIES with the says of t	th Exceptional Conditions" refer to Ta	ble D. for guidance.		A. GENERAL INFORMATION		
FOOTNOTE: Design Watts for small aperture and color changing luminaires which qualify per	Total Designed Watts: CONDITIONED SPACES         167           §140.6(a)4B         is adjusted to be 75% of their rated wattage. Table F automatically make	Lighting in conditioned and co	140.6(b)         (Watts)         4           04         05         4	Adjusted Lighting Power per §140.6(a)         (Watts)           06         07         08	Compliance Results 09	01Project Location (city)YORBA02Climate Zone8	LINDA 04 Total Conditioned 05 Total Uncondition	
is adjustment, the permit applicant should enter full rated wattage in column 05.		unconditioned Area spaces must not be Complete Area Category	Tailored §140.6(c)3 = <b>Total</b> ≥	AdjustmentsTotalPAF LightingDesignedControl Credits=(Watts)	05 must be >= 08	03 Occupancy Types Within Project (select all that a		
This section does not apply to this project.		combined for compliance per §140.6(b)1         building §140.6(c)1         Category §140.6(c)2         Additional §140.6(c)2G	(+) Allowed (Watts)	(Watts) <u>§140.6(a)2</u> (Watts) (-) Adjustments	<u>§140.6</u>		se Residential 🔲 Relocatable 🔲 Healthcare	Other (Write in) See Table
I. INDOOR LIGHTING CONTROLS (Not including PAFs) This table includes lighting controls for conditioned and unconditioned spaces. When an contro	of having a * is shown, the notes section of this table provides more detail on how	Conditioned         O         191.1         O	See Table K)         (           0         =         191.1         ≥	See Table F)         (See Table P)           167         0         =         167	COMPLIES		in the scope of the permit application and are demonstrating com	pliance using the prescriptive path outlined in <u>§140.6</u> or
compliance is achieved. The lighting controls section of the Compliance Summary Table on the p Building Level Controls		Unconditioned 0 0 0	0 = 2	0 0 = Controls Compliance (See Table H for Details)	COMPLIES	<u>\$141.0(b)2</u> for alterations. Scope of Work	Conditioned Spaces	Unconditioned Spaces
01 Mandatory Demand Response <u>§110.12(c)</u>	02 03 Shut-off controls <u>\$130.1(c)</u>		Rated Power	Reduction Compliance (See Table Q for Details)		01 My Project Consists of (check all the		03     04     05       Area (ft <sup>2</sup> )     Calculation Method     Area (ft
Not Required 10,000 SF	See Area/Space Level Controls     Pass     Fai		tions made or data entered in tables	throughout the form.		New Lighting System     New Lighting System - Parking Garage	Area Category Method	294 Area Category Method 0
Of         Of<	08 09 10 11 12	E. ADDITIONAL REMARKS This table includes remarks made by the permit applicant to the Au	therity University			Altered Lighting System Total Area of Work (ft <sup>2</sup> )	294	0
Area Description Complete Building or Area Category Primary Function Area Controls Controls	Snut-Off Controls   lit   Field inspector							
Area $\frac{\$130.1(a)}{\$130.1(b)}$	§130.1(c)     Daylighting     Daylighting     Systems       §130.1(d)     §140.6(d)     §140.6(a)1   Pass Fai	This table includes all permanent designed lighting and all portable Designed Wattage: Conditioned Spaces	e lighting in offices.					
RESTROOMS Restrooms Manual ON/OFF Dimmer			04 05 06 mall Watts per How is Wat	07 08 09	10 Field Inspector			
NOTES: Controls with a * require a note in the space below explaining how compliance is achi IX: Conference 1: Primary/Skylight Daylighting: Exempt because less than 120 watts of general o <u>\$130.1(d)2</u>		Description I(Track) Fixture	rture & I	tage Total Number Exempt per ed of Luminaires <u>§140.6(a)3</u> Design Wa	tts Pass Fail			
		A DOWNLIGHT No	No 17 Mfr. Spec	<sup>21</sup> 7 No 119				
Registration Number: Registration	on Date/Time: Registration Provider: Energy		Registration Date/Tin		egistration Provider: EnergySoft	Registration Number:	Registration Date/Time:	Registration Provider: Energy
	rsion: 2019.0.001 Report Generated: 2020-09-11 06:4 ersion: rev 20190401	16:41 CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance	e Report Version: 2019 Schema Version: rev 2		nerated: 2020-09-11 06:46:41	CA Building Energy Efficiency Standards - 2019 Nonreside	ntial Compliance Report Version: 2019.0.001 Schema Version: rev 20190401	Report Generated: 2020-09-11 06:4
ate of california adoor Lighting		state of california Indoor Lighting				state of california Indoor Lighting		
	CALIFORNIA ENERGY COMMIS	SSION NRCC-LTI-E		CALIF	DRNIA ENERGY COMMISSION NRCC-LTI-E	NRCC-LTI-E CERTIFICATE OF COMPLIANCE		CALIFORNIA ENERGY COMMIS
roject Name: FIRE STATION 32 Re roject Address: 20990 YORBA LINDA BLVD D			FIRE STATION 32 Report Page 20990 YORBA LINDA BLVD Date Prepar		(Page 5 of 7) 9/11/2020	Project Name: Project Address:	FIRE STATION 32 Report Page: 20990 YORBA LINDA BLVD Date Prepared:	(Page 4 9/11/
J. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE		Q. RATED POWER REDUCTION COMPLIANCE FOR ALTERATION	ONS			I. LIGHTING POWER ALLOWANCE: COMPLETE E	UILDING OR AREA CATEGORY METHODS	
Selections have been made based on information provided in this document. If any selection ha Additional Remarks. These documents must be provided to the building inspector during constr	ruction and any with "-A" in the form name must be completed through an Acceptanc	e				<u>§140.6(c)</u> or adjustments per <u>§140.6(a)</u> are being us	Area Category Methods per <u>§140.6(b)</u> are included in this table. C ed .	olumn 06 indicates if additional lighting power allowances pe
Test Technician Certification Provider (ATTCP). For more information visit: http://www.energy.c Yes No Form/T	Field Inspector		S EXCEPTIONS			Conditioned Spaces 01	02 03 04	05 06
<ul> <li>NRCA-LTI-02-A - Must be submitted for occupancy sensors and autor</li> <li>NRCA-LTI-03-A - Must be submitted for automatic daylight controls.</li> </ul>	omatic time switch controls.	S. DAYLIGHT DESIGN POWER ADJUSTMENT FACTOR (PAF)					uilding or Area Category Primary     Allowed Density       Function Area     (W/ft <sup>2</sup> )   Area (ft	(Walls) Area Category PAF
NRCA-LTI-04-A - Must be submitted for demand responsive lighting of the submitted for institutional tuning power a NRCA-LTI-05-A Must be submitted for institutional tuning power a submitted	controls.	This section does not apply to this project. T. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLAT	ION			RESTROOMS	Restrooms 0.65 294 TOTALS: 294	191.1     No     No       191.1     See Tables J, or P for detail
	<b>i</b>	Selections have been made based on information provided in this of Additional Remarks. These documents must be provided to the bui	locument. If any selection have been Iding inspector during construction an	nd can be found online at	be included in Table E.	J. ADDITIONAL ALLOWANCE: AREA CATEGORY This section does not apply to this project.	METHOD QUALIFYING LIGHTING SYSTEM	
		https://www.energy.ca.gov/title24/2019standards/2019_complia Yes No	nce_documents/Nonresidential_Docu Form/Title	ments/NRCI/	Field Inspector	K. TAILORED METHOD GENERAL LIGHTING POV	VER ALLOWANCE	
		NRCI-LTI-01-E - Must be submitted for a      NRCI-LTI-02-E. Must be submitted for a		gy Management Control System (EMCS), to be	Pass Fail	This section does not apply to this project.		
		recognized for compliance.		ditorium, a convention center, a conference room, a		L. ADDITIONAL LIGHTING ALLOWANCE: TAILOR This section does not apply to this project.		
		Imultipurpose room or a theater to be re         Imultipurpose room or a theater to be room or a theater         Imultipurpose room or a theat	Power Adjustment Factor (PAF) to be			M. ADDITIONAL LIGHTING ALLOWANCE: TAILO This section does not apply to this project.	RED FLOOR AND TASK LIGHTING	
		NRCI-LTI-06-E- Must be submitted for ac	iditional wattage installed in a video c	conferencing studio to be recognized for compliance		N. ADDITIONAL LIGHTING ALLOWANCE: TAILO	ED ORNAMENTAL/SPECIAL EFFECTS	
						This section does not apply to this project.		
						O. ADDITIONAL LIGHTING ALLOWANCE: TAILOI This section does not apply to this project.	IED VERY VALUABLE MERCHANDISE	
						P.POWER ADJUSTMENT: LIGHTING CONTROL C This section does not apply to this project.	REDIT (POWER ADJUSTMENT FACTOR (PAF))	
Registration Number: Registration	on Date/Time: Registration Provider: Energy	ySoft Registration Number:	Registration Date/Tin	ne: Re	egistration Provider: EnergySoft	Registration Number:	Registration Date/Time:	Registration Provider: Energy
	rsion: 2019.0.001 Report Generated: 2020-09-11 06:4 ersion: rev 20190401	6:41 CA Building Energy Efficiency Standards - 2019 Nonresidential Compliand	e Report Version: 2019 Schema Version: rev 2		nerated: 2020-09-11 06:46:41	CA Building Energy Efficiency Standards - 2019 Nonreside	ntial Compliance Report Version: 2019.0.001 Schema Version: rev 20190401	Report Generated: 2020-09-11 06:46
TATE OF CALIFORNIA								
ndoor Lighting IRCC-LTI-E CERTIFICATE OF COMPLIANCE	CALIFORNIA ENERGY COMMIS							
Project Name: FIRE STATION 32 R Project Address: 20990 YORBA LINDA BLVD D	Report Page: (Page 7	7 of 7)						
DOCUMENTATION AUTHOR'S DECLARATION STATEMENT								
	Documentation Author Signature:							
Documentation Author Name: Documentation Author Name:	iignature Date:							
Documentation Author Name: Di H2S Engineers Inc. Si H2S Engineers Inc. Si	A/HERS Certification Identification (if applicable):	E-		LIGHTIN		URE SCHEDUL	.E	
Documentation Author Name: Dr. 2012 H2S Engineers Inc. 2012 Company: 2012 H2S Engineers Inc. 2012 Address: 2012	EA/ HERS Certification Identification (if applicable): 569C-6230-67DA-3122-E5BB-A943-76C3-5BAA-C8F2-1850-45BB-93EE-DF26-6B94-E65F DFFF							
Documentation Author Name: H2S Engineers Inc. Company: H2S Engineers Inc. Address: 1124 N Boatswain Circle City/State/Zip: Anaheim CA 92801						-	MANUFACTURER	
Documentation Author Name:       D         H2S Engineers Inc.       Si         Company:       Si         H2S Engineers Inc.       Si         Address:       Cityl State/Zip:         1124 N Boatswain Circle       D         City/State/Zip:       PI         Anaheim CA 92801       21         RESPONSIBLE PERSON'S DECLARATION STATEMENT         I certify the following under penalty of perjury, under the laws of the State of California:         1.       The information provided on this Certificate of Compliance is true and correct.	569C-6230-67DA-3122-E5BB-A943-76C3-5BAA-C8F2-1850-45BB-93EE-DF26-6B94-E65 DFFF Phone: 203.685.1698		SYMBOL	TYPE DESCRIF	NOIT	FINISH LAMPS	MODEL NO.	
Documentation Author Name:       D.         H2S Engineers Inc.       D.         Company:       Si         H2S Engineers Inc.       Si         Address:       Cit         1124 N Boatswain Circle       Si         Dr./State/Zip:       PI         Anaheim CA 92801       21 <b>RESPONSIBLE PERSON'S DECLARATION STATEMENT</b> I certify the following under penalty of perjury, under the laws of the State of California:         1.       The information provided on this Certificate of Compliance is true and correct.         2.       I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the buildin         3.       The energy features and performance specifications, materials, components, and manufactured devices for of Title 24, Part 1 and Part 6 of the California Code of Regulations.	569C-6230-67DA-3122-E5BB-A943-76C3-5BAA-C8F2-1850-45BB-93EE-DF26-6B94-E65 DFFF Phone: 203.685.1698 ng design or system design identified on this Certificate of Compliance (responsible designer) for the building design or system design identified on this Certificate of Compliance conform to the requirer							
Documentation Author Name:       D.         H2S Engineers Inc.       Si         Company:       Si         H2S Engineers Inc.       Si         Address:       CI         1124 N Boatswain Circle       Si         Deck       D         City/State/Zip:       Pi         Anaheim CA 92801       2 <b>RESPONSIBLE PERSON'S DECLARATION STATEMENT</b> I         I certify the following under penalty of perjury, under the laws of the State of California:       I         1.       The information provided on this Certificate of Compliance is true and correct.       I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the buildin         3.       The energy features and performance specifications, materials, components, and manufactured devices f of Title 24, Part 1 and Part 6 of the California Code of Regulations.       4.         4.       The building design features or system design features identified on this Certificate of Compliance are cor plans and specifications uno the enforcement agency for approval with this building permit approval	569C-6230-67DA-3122-E5BB-A943-76C3-5BAA-C8F2-1850-45BB-93EE-DF26-6B94-E65 DFFF Phone: 203.685.1698 ng design or system design identified on this Certificate of Compliance (responsible designer) for the building design or system design identified on this Certificate of Compliance conform to the requirer nsistent with the information provided on other applicable compliance documents, worksheets, calculation lication.	s,	SYMBOL	TYPE     DESCRIF       (A)     4.5" SHALLOW PLENUM		FINISH LAMPS	HE WILLIAMS #6PR-TL-L15-8-35K-DIM	
Documentation Author Name:       D         H2S Engineers Inc.       Si         Company:       Si         H2S Engineers Inc.       Si         Address:       CI         1124 N Boatswain Circle       Si         D       D         City/State/Zip:       PI         Anaheim CA 92801       21 <b>RESPONSIBLE PERSON'S DECLARATION STATEMENT</b> I         I certify the following under penalty of perjury, under the laws of the State of California:       1         1.       The information provided on this Certificate of Compliance is true and correct.       2         2.       I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the buildin       3.         3.       The energy features and performance specifications, materials, components, and manufactured devices for Title 24, Part 1 and Part 6 of the California Code of Regulations.       4.         4.       The building design features or system design features identified on this Certificate of Compliance are cor plans and specifications submitted to the enforcement agency for approval with this building permit appli         5.       I will ensure that a completed signed copy of this Certificate of Compliance is required to be Responsible Designer Name:       Re         MONITA VERMA       Responsible Designer Name:       Re	569C-6230-67DA-3122-E5BB-A943-76C3-5BAA-C8F2-1850-45BB-93EE-DF26-6B94-E65E DFFF Phone: 203.685.1698 Ing design or system design identified on this Certificate of Compliance (responsible designer) for the building design or system design identified on this Certificate of Compliance conform to the requirer insistent with the information provided on other applicable compliance documents, worksheets, calculation lication. the building permit(s) issued for the building, and made and the building owner at occupancy. Responsible Designer Signature:	s,	0	A 4.5" SHALLOW PLENUM	I DOWNLIGHT VEF	RIFY WITH ARCHITECT. LED	HE WILLIAMS #6PR-TL-L15-8-35K-DIM	
Documentation Author Name:     D       H2S Engineers Inc.     D       Company:     Si       H2S Engineers Inc.     Si       Address:     CI       1124 N Boatswain Circle     D       D     D       City/State/Zip:     D       Anaheim CA 92801     Pi       RESPONSIBLE PERSON'S DECLARATION STATEMENT     Pi       certify the following under penalty of perjury, under the laws of the State of California:     1.       1.     The information provided on this Certificate of Compliance is true and correct.     2.       2.     I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the buildin     3.       3.     The energy features and performance specifications, materials, components, and manufactured devices for of Title 24, Part 1 and Part 6 of the California Code of Regulations.     4.       4.     The building design features or system design features identified on this Certificate of Compliance are cor plans and specifications submitted to the enforcement agency for approval with this building permit appli       5.     I will ensure that a completed signed copy of this Certificate of Compliance is required to be       Responsible Designer Name:     Rt       MONITA VERMA     D       Company:     H2S ENGINEERS INC.     Zi       Address:     Li     Zi	569C-6230-67DA-3122-E5BB-A943-76C3-5BAA-C8F2-1850-45BB-93EE-DF26-6B94-E65E Phone: 203.685.1698 Ing design or system design identified on this Certificate of Compliance (responsible designer) for the building design or system design identified on this Certificate of Compliance conform to the requirer Insistent with the information provided on other applicable compliance documents, worksheets, calculation lication. the building permit(s) issued for the building, and machanize to the enforcement agency for all applicat a included with the documentation the builder provider to the building owner at occupancy. Responsible Designer Signature: Date Signed: 2020-09-11 icense:	s,			I DOWNLIGHT VEF		HE WILLIAMS	
Jocumentation Author Name:       D.         12S Engineers Inc.       Si         iompany:       Si         12S Engineers Inc.       Si         iddress:       CI         .124 N Boatswain Circle       Si         ity/State/Zip:       D         Naheim CA 92801       Pi <b>ESPONSIBLE PERSON'S DECLARATION STATEIMENT</b> certify the following under penalty of perjury, under the laws of the State of California:         1.       The information provided on this Certificate of Compliance is true and correct.         2.       I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the buildin         3.       The energy features and performance specifications, materials, components, and manufactured devices for of Title 24, Part 1 and Part 6 of the California Code of Regulations.         4.       The building design features or system design features identified on this Certificate of Compliance are cor plans and specifications submitted to the enforcement agency for approval with this building permit applies.         5.       I will ensure that a completed signed copy of this Certificate of Compliance is required to be         tesponsible Designer Name:       MONITA VERMA         MONITA VERMA       D         124 N BOATSWAIN CIRCLE       E         125 EINGINEERS INC.       Zi	569C-6230-67DA-3122-E5BB-A943-76C3-5BAA-C8F2-1850-45BB-93EE-DF26-6B94-E65F Phone: 203.685.1698 Ing design or system design identified on this Certificate of Compliance (responsible designer) for the building design or system design identified on this Certificate of Compliance conform to the requirer nsistent with the information provided on other applicable compliance documents, worksheets, calculation lication. the building permit(s) issued for the building, and made analytic to the enforcement agency for all applicate included with the documentation the builder provider to the building owner at occupancy. Tesponsible Designer Signature: Date Signed: 2020-09-11 License: 19876 Phone:	s,	0	(A) = (A)	I DOWNLIGHT VEF	RIFY WITH ARCHITECT. LED	HE WILLIAMS #6PR-TL-L15-8-35K-DIM	
Documentation Author Name:       D         H2S Engineers Inc.       Si         Company:       Si         H2S Engineers Inc.       Si         Address:       CI         1124 N Boatswain Circle       Si         D       D         City/State/Zip:       Pi         Anaheim CA 92801       21 <b>RESPONSIBLE PERSON'S DECLARATION STATEMENT</b> I         I certify the following under penalty of perjury, under the laws of the State of California:       1.         1.       The information provided on this Certificate of Compliance is true and correct.       2.         1.       an eligible under Division 3 of the Business and Professions Code to accept responsibility for the buildin       3.         3.       The energy features and performance specifications, materials, components, and manufactured devices for of Title 24, Part 1 and Part 6 of the California Code of Regulations.       4.         4.       The building design features or system designe features identified on this Certificate of Compliance are cor plans and specifications submitted to the enforcement agency for approval with this building permit appli         5.       I will ensure that a completed signed copy of this Certificate of Compliance is required to be         Responsible Designer Name:       MONITA VERMA       Company:         MONITA VERMA       2       2 <t< td=""><td>569C-6230-67DA-3122-E5BB-A943-76C3-5BAA-C8F2-1850-45BB-93EE-DF26-6B94-E65E Phone: 203.685.1698 Ing design or system design identified on this Certificate of Compliance (responsible designer) for the building design or system design identified on this Certificate of Compliance conform to the requirer Insistent with the information provided on other applicable compliance documents, worksheets, calculation lication. the building permit(s) issued for the building, and made wantable to the enforcement agency for all applicable included with the documentation the builder provider to the building owner at occupancy. Tesponsible Designer Signature: 2020-09-11 Icense: 19876</td><td>s,</td><td>0</td><td>(A) = (A) = (A)</td><td>I DOWNLIGHT VEF</td><td>RIFY WITH ARCHITECT. LED</td><td>HE WILLIAMS #6PR-TL-L15-8-35K-DIM</td><td></td></t<>	569C-6230-67DA-3122-E5BB-A943-76C3-5BAA-C8F2-1850-45BB-93EE-DF26-6B94-E65E Phone: 203.685.1698 Ing design or system design identified on this Certificate of Compliance (responsible designer) for the building design or system design identified on this Certificate of Compliance conform to the requirer Insistent with the information provided on other applicable compliance documents, worksheets, calculation lication. the building permit(s) issued for the building, and made wantable to the enforcement agency for all applicable included with the documentation the builder provider to the building owner at occupancy. Tesponsible Designer Signature: 2020-09-11 Icense: 19876	s,	0	(A) = (A)	I DOWNLIGHT VEF	RIFY WITH ARCHITECT. LED	HE WILLIAMS #6PR-TL-L15-8-35K-DIM	
Documentation Author Name:       D.         12S Engineers Inc.       Si         Company:       Si         12S Engineers Inc.       Si         Viddress:       CI         1.124 N Boatswain Circle       D         Ditty/State/Zip:       D         Anaheim CA 92801       PI         RESPONSIBLE PERSON'S DECLARATION STATEMENT       PI         certify the following under penalty of perjury, under the laws of the State of California:       PI         1.       The information provided on this Certificate of Compliance is true and correct.       PI         2.       I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the buildin       Si         3.       The energy features and performance specifications, materials, components, and manufactured devices for of Title 24, Part 1 and Part 6 of the California Code of Regulations.       Fi         4.       The building design features or system design features identified on this Certificate of Compliance are cor plans and specifications submitted to the enforcement agency for approval with this building permit applies.         5.       I will ensure that a completed signed copy of this Certificate of Compliance is required to be tesponsible Designer Name:       MONITA VERMA         MONITA VERMA       D       D         124 N BOATSWAIN CIRCLE       Li         L124 N BOATSWAIN CIR	569C-6230-67DA-3122-E5BB-A943-76C3-5BAA-C8F2-1850-45BB-93EE-DF26-6B94-E65F Phone: 203.685.1698 Ing design or system design identified on this Certificate of Compliance (responsible designer) for the building design or system design identified on this Certificate of Compliance conform to the requirer nsistent with the information provided on other applicable compliance documents, worksheets, calculation lication. the building permit(s) issued for the building, and made analytic to the enforcement agency for all applicate included with the documentation the builder provider to the building owner at occupancy. Tesponsible Designer Signature: Date Signed: 2020-09-11 License: 19876 Phone:	s,	0	(A) = (A)	I DOWNLIGHT VEF	RIFY WITH ARCHITECT. LED	HE WILLIAMS #6PR-TL-L15-8-35K-DIM	
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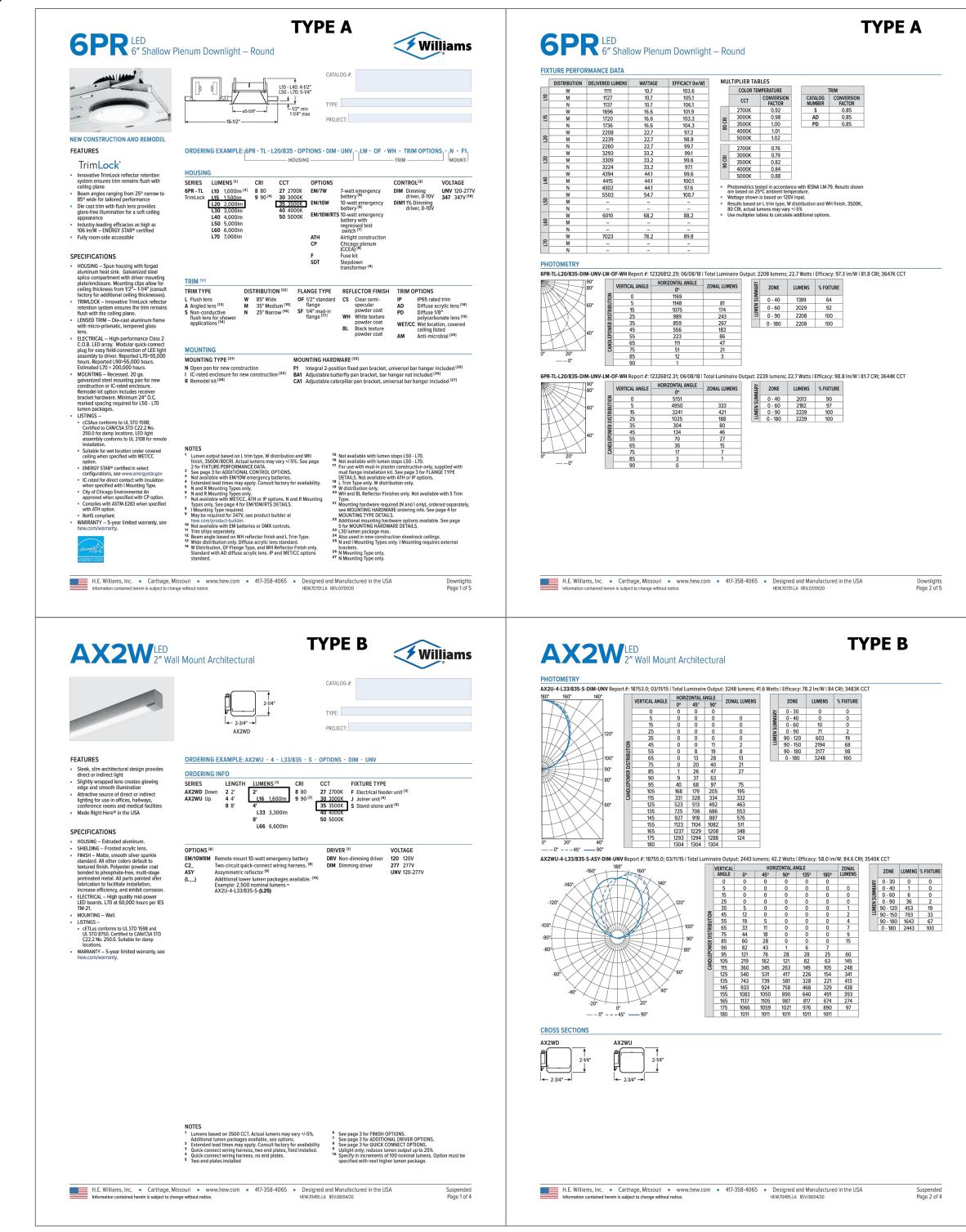
	LIGHTING FIXTURE SCHEDULE													
SYMBOL	TYPE	DESCRIPTION	FINISH	LAMPS	MANUFACTURER MODEL NO.									
0	A 17	4.5" SHALLOW PLENUM DOWNLIGHT	VERIFY WITH ARCHITECT.	LED	HE WILLIAMS #6PR-TL-L15-8-35K-DIM									
	B 16	2' WALL MOUNT WRAP	VERIFY WITH ARCHITECT.	LED	HE WILLIAMS #AXWD-2-8-35-S									

CALIFORNIA ENERGY COMMISSION   NRCC-LTI-E   loor lighting scopes using the prescriptive   (Page 1 of 7)   9/11/2020     294 0   0 1   1 School Support Areas   0 Other (Write in) See Table 1   escriptive path outlined in §140.6 or   0 0   Area Category Method   0 0   Registration Provider: EnergySoft   Registration Provider: EnergySoft				Cillis+Baulchaban Architects, Inc. 2900 BRISTOL STREET COSTA MESA CALIFORNIA 92626 TEL (714) 668-4265 TEL (714) 688-4265 TEL (714) 7EL (714)
CALIFORNIA ENERGY COMMISSION NRCC-LTI-E (Page 4 of 7) 9/11/2020  f additional lighting power allowances per f additional Allowance / Adjustment Area Category PAF No No See Tables J, or P for detail				PLAN CHECK SUBMITTAL
Registration Provider: EnergySoft Report Generated: 2020-09-11 06:46:41				MPLIANCE FORMS & LTG, FIXTURE SCH,       JOB NO: 4009       DATE: 08/14/2020         JGE COUNTY FIRE AUTHORITY       JOB NO: 4009       DATE: 08/14/2020         Brion #32 - Tenant Improvements       CHECKED BY: LP       DRAWN BY: STAFF         CORBA LINDA BLVD., YORBA LINDA, CA 92887       SCALE:       CHECKED BY: LP
	H2S ENCINEEDS INC	H2S Engine Consulting MEP Eng Anaheim, CA 9280 Ph: (714) 290-0718	ineers 1	T-24 COMPLIANCE FORM ORANGE COUNTY F Fire Station #32 - Tenani 20990 YORBA LINDA BLVD

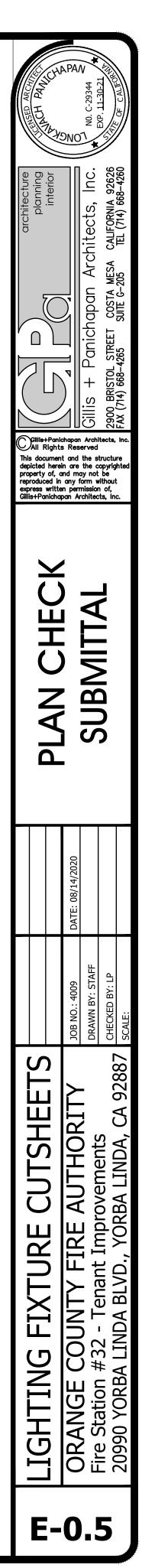


H2S ENGINEERS INC E-mail: mverma@h2sengineers.com

E-0.4



PE A	TYPE 6PR LED 6" Shallow Plenum Downlight – Round	Α
	GPR-TL-L20/835-DIM-UNV-LN-OF-WH Report #: 12326812.32; 06/08/18   Total Luminaire Output: 2260 lumens; 22.7 Watts   Efficacy: 99.7 lm/W   81.6 CRI; 3629K CCT       Image: Second	
7K CCT	ADDITIONAL CONTROL OPTIONS         Lumen restrictions apply: L30 max for DMX driver, L30 max for Lutron drivers, L50 max for DIM LINE driver. 347V may require stepdown transformer, see product builder at hew.com/product-builder.         CATALOG NUMBER       DESCRIPTION         DIM       Dimming driver prewired for 0-10V low voltage applications       DIM       T% dimming driver prewired for 0-10V low voltage applications         DIM       D% dimming driver prewired for 0-10V low voltage applications       DIM       T% dimming driver (TRIAC and ELV compatible at 120V only)         DMX       0.1% dimming driver for DMX controls       DIM       TE LINE       Lutron Hi-lume 1% 2-wire dimming driver forward phase line voltage controls (120V only)         LDE1       Lutron Hi-lume 1% 2-wire dimming LED driver       VRF/DSR       Lutron Vive integral floture control, RF only (DFCSJ-OEM-RF) and sensor-ready driver         VRF/DBI/LDE1       Lutron Vive integral floture control, RF only (DFCSJ-OEM-RF) utron 15-Series 5% EcoSystem dimming LED driver, and digital link interface         VRF/DBI/LDE1       Lutron Vive PowPak wireless floture control with 1% dimming driver       Controls         ELDO SOLOB       EldoLED Solodrive, 0.3% dimming driver for ODM controls       ELDO SOLOB ALLI       EldoLED Solodrive, 0.3% dimming driver for DAL controls	
4K CCT	ELDO ECO1       EldoLED Ecodrive, 1% dimming driver for 0-10V controls         ELDO ECO1 DALI       EldoLED Ecodrive, 1% dimming driver for DALI controls         TRIMLOCK DETAILS         TWIST       PULL       RELEASE         TRIM TYPE DETAILS         TRIM TYPE DETAILS         FLUSH       SHOWER       ANGLED         FUSH       SHOWER       ANGLED $(-p5,5/8^{-1})$ $18^{+}$	
	$\frac{1}{12^{o} \text{ STANDARD}} = 10^{\circ}  (model of the second state of the second state$	
Downlights Page 2 of 5	H.E. Williams, Inc. • Carthage, Missouri • www.hew.com • 417-358-4065 • Designed and Manufactured in the USA Dow	nlights 3 of 5
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# SHEET NOTES

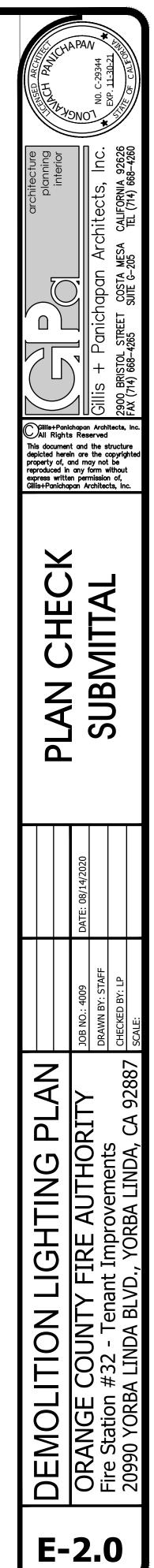
1 CONTRACTOR SHALL DISCONNECT AND REMOVE EXISTING LIGHT FIXTURES, EXIT LIGHTS, SENSORS AND SWITCHES IN THE SCOPE OF WORK AREA WITH ASSOCIATED CONDUITS AND CONDUCTORS. CONTRACTOR SHALL MAINTAIN CONTINUITY OF ALL EXISTING CIRCUITS WHICH ARE TO REMAIN.

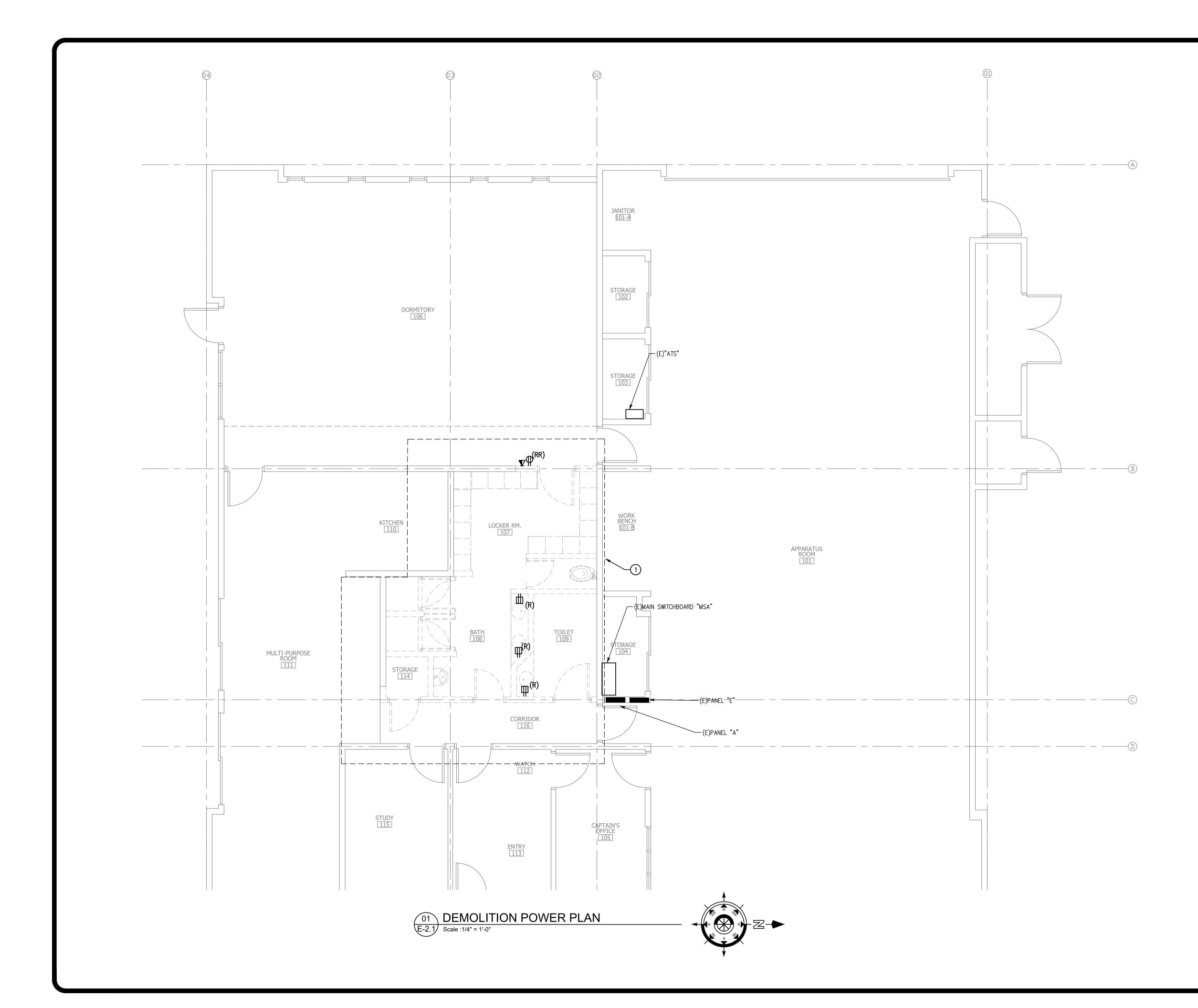
# GENERAL NOTES

- A. ELECTRICAL CONTRACTOR SHALL INVESTIGATE PROJECT SITE TO DETERMINE ALL CONDITIONS WHICH MAY AFFECT THE EXECUTION OF HIS WORK. HE SHALL BE RESPONSIBLE FOR DE-ENERGIZING CIRCUITS IN DEMOLITION AREAS TO ENSURE A SAFE CONDITION. MAINTAIN ELECTRICAL SERVICE TO THE EXITING EQUIPMENT, SERVICES AND CIRCUITS AS REQUIRED. SCHEDULING OF SERVICE OUTAGES SHALL BE COORDINATED WITH ARCHITECT AND OWNER.
- B. ELECTRICAL CONTRACTOR SHALL DISCONNECT AND REMOVE ALL EXISTING ELECTRICAL MATERIAL WHICH WILL NOT BE REUSED. UNUSED CONDUITS SHALL BE CUT OFF AND PLUGGED FLUSH WITH SURFACES. EXISTING MATERIAL WHICH IS NOT TO BE REUSED OR IS NOT REQUIRED TO BE RETAINED BY OWNER SHALL BE REMOVED FROM SITE
- C. DISCONNECT AND REMOVE CIRCUITING BACK TO SOURCE OR NEAREST POINT PRACTICAL TO MAINTAIN ELECTRICAL CONTINUITY OF REMAINING DEVICES, EXTEND CONDUIT AND CONDUCTORS AS NECESSARY TO MAINTAIN CIRCUIT INTEGRITY.
- D. FOR ALL COMMUNICATION OUTLETS PROVIDE DOUBLE GANG BACK BOX WITH SINGLE GANG PLASTER RING. PROVIDE 1" CONDUIT TO 6" ABOVE ACCESSIBLE CEILING WITH 90" BEND AND CONDUIT BUSHING UNLESS OTHERWISE NOTED ON DRAWINGS. FOR NON-ACCESSIBLE CEILINGS, ROUTE CONDUIT TO NEAREST ACCESSIBLE CEILING SPACE OR TO NEAREST COMMUNICATION CLOSET. PROVIDE BLANK COVER PLATES FOR ALL UNUSED BOXES.
- E. WHERE EXISTING CIRCUITING IS DISTURBED BY DEMOLITION WORK, THE CONTRACTOR SHALL REWORK AND/OR EXTEND EXISTING CIRCUITING AS REQUIRED TO MAINTAIN CONTINUITY TO ALL REMAINING LOADS AFFECTED BY CIRCUIT.
- F. PANELBOARD NAME AND CIRCUITS NUMBER ARE BASED ON AS-BUILTS DRAWINGS. CONTRACTOR SHALL FIELD-VERIFY, AS REQUIRED.









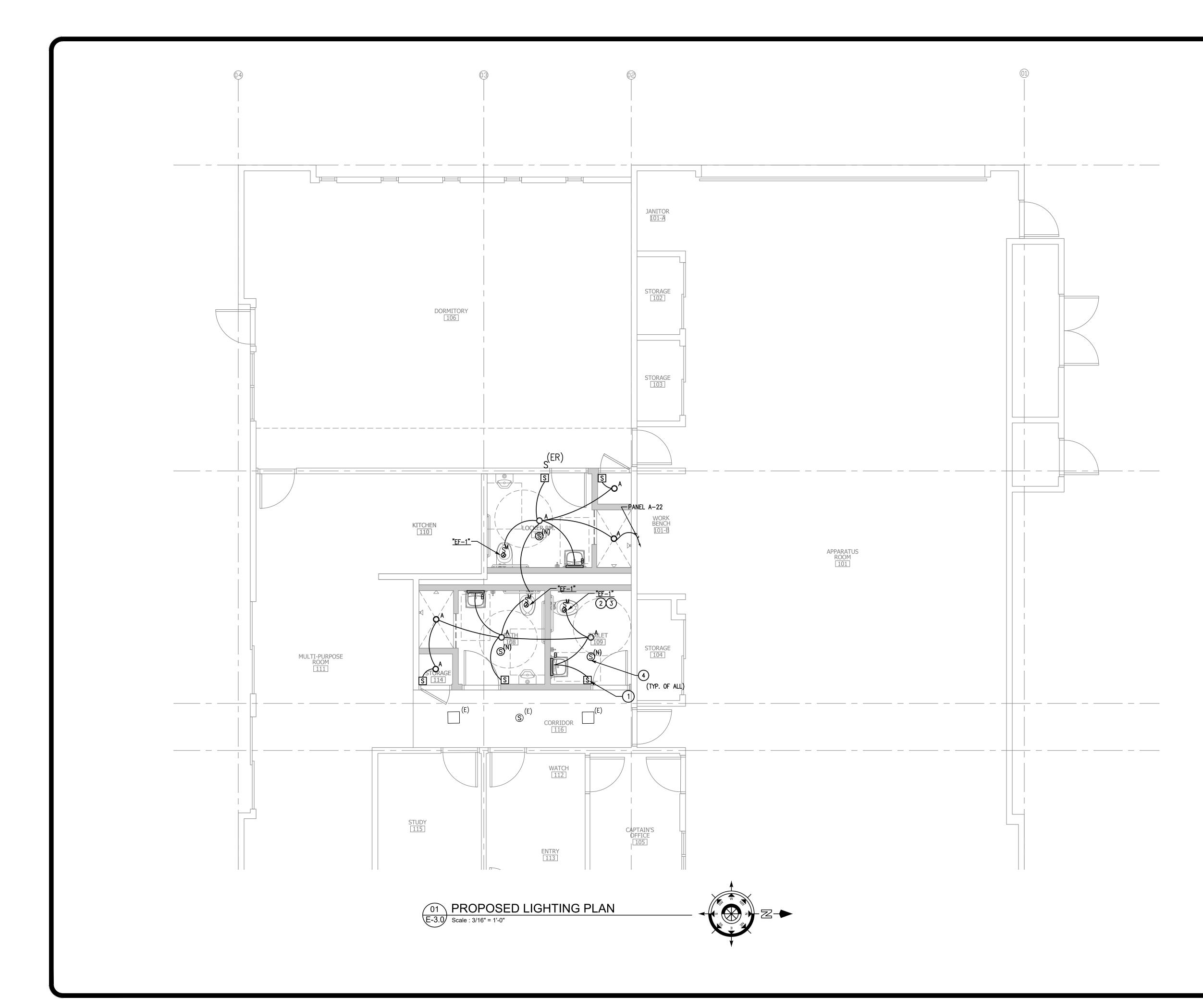
SHEET NOTES 1 CONTRACTOR SHALL DISCONNECT AND REMOVE EXISTING POWER OUTLETS IN THE SCOPE OF WORK AREA UNLESS NOTED OTHERWISE WITH ASSOCIATED CONDUITS AND CONDUCTORS. CONTRACTOR SHALL MAINTAIN CONTINUITY OF ALL EXISTING CIRCUITS WHICH ARE TO REMAIN. **GENERAL NOTES** Gillis+Panichapan Architects, All Rights Reserved This document and the structure depicted herein are the copyrighted property of, and may not be reproduced in any form without express written permission of, Gillis+Panichapan Architects, Inc. A. ELECTRICAL CONTRACTOR SHALL INVESTIGATE PROJECT SITE TO DETERMINE ALL CONDITIONS WHICH MAY AFFECT THE EXECUTION OF HIS WORK. HE SHALL BE RESPONSIBLE FOR DE-ENERGIZING CIRCUITS IN DEMOLITION AREAS TO ENSURE A SAFE CONDITION. MAINTAIN ELECTRICAL SERVICE TO THE EXITING EQUIPMENT, SERVICES AND CIRCUITS AS REQUIRED. SCHEDULING OF SERVICE OUTAGES SHALL BE COORDINATED WITH ARCHITECT AND OWNER. B. ELECTRICAL CONTRACTOR SHALL DISCONNECT AND REMOVE ALL  $\mathbf{\Sigma}$ EXISTING ELECTRICAL MATERIAL WHICH WILL NOT BE REUSED. UNUSED CONDUITS SHALL BE CUT OFF AND PLUGGED FLUSH WITH  $\bigcirc$ SURFACES. EXISTING MATERIAL WHICH IS NOT TO BE REUSED OR IS NOT REQUIRED TO BE RETAINED BY OWNER SHALL BE REMOVED Ψ̈́Ξ FROM SITE **H** C. DISCONNECT AND REMOVE CIRCUITING BACK TO SOURCE OR NEAREST POINT PRACTICAL TO MAINTAIN ELECTRICAL CONTINUITY  $\bigcirc$ OF REMAINING DEVICES, EXTEND CONDUIT AND CONDUCTORS AS NECESSARY TO MAINTAIN CIRCUIT INTEGRITY. SUBI Z D. FOR ALL COMMUNICATION OUTLETS PROVIDE DOUBLE GANG BACK BOX WITH SINGLE GANG PLASTER RING. PROVIDE 1" 4 CONDUIT TO 6" ABOVE ACCESSIBLE CEILING WITH 90" BEND AND CONDUIT BUSHING UNLESS OTHERWISE NOTED ON DRAWINGS. FOR NON-ACCESSIBLE CEILINGS, ROUTE CONDUIT Δ TO NEAREST ACCESSIBLE CEILING SPACE OR TO NEAREST COMMUNICATION CLOSET. PROVIDE BLANK COVER PLATES FOR ALL UNUSED BOXES. E. WHERE EXISTING CIRCUITING IS DISTURBED BY DEMOLITION WORK, THE CONTRACTOR SHALL REWORK AND/OR EXTEND EXISTING CIRCUITING AS REQUIRED TO MAINTAIN CONTINUITY TO ALL REMAINING LOADS AFFECTED BY CIRCUIT. F. PANELBOARD NAME AND CIRCUITS NUMBER ARE BASED ON AS-BUILTS DRAWINGS. CONTRACTOR SHALL FIELD-VERIFY, AS REQUIRED. G. WHERE EXISTING LOW VOLTAGE CABLING AND DEVICES ARE DISTURBED BY DEMOLITION WORK, THE CONTRACTOR SHALL REWORK AND/OR PULL NEW CABLES AS REQUIRED TO MAINTAIN CONTINUOUS OPERATION OF EXISTING NEW DEVICES . AN-Ц AUTHORI7 rovements POWER FIRE ht Impr DEMOLITION COUNTY #32 - Tenë ORANGE Fire Station 20990 YORB/

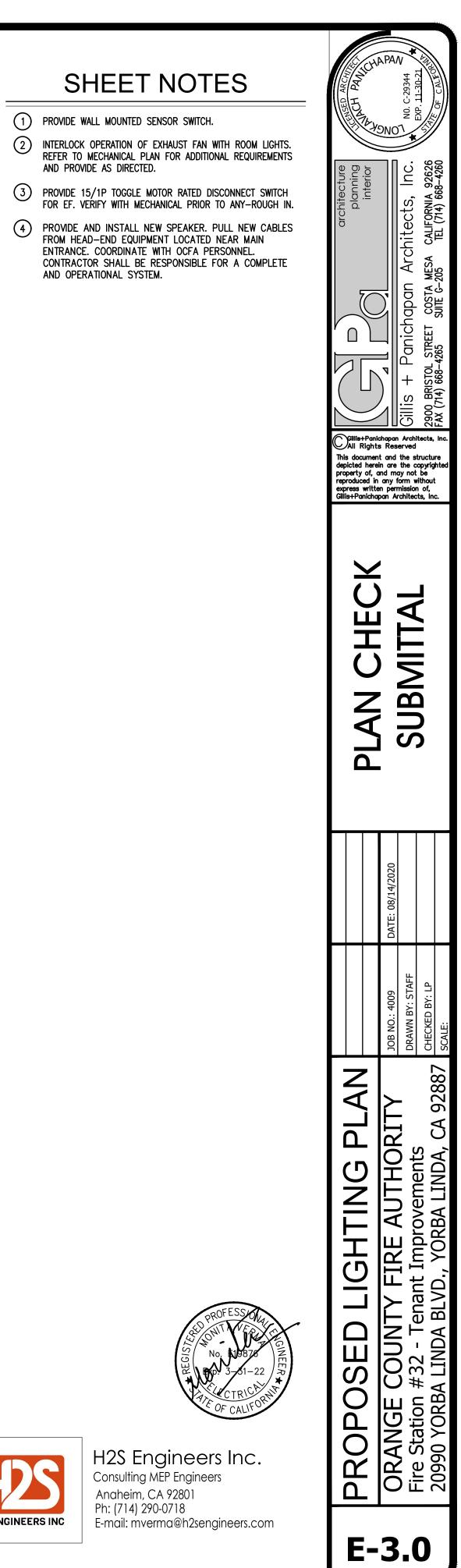
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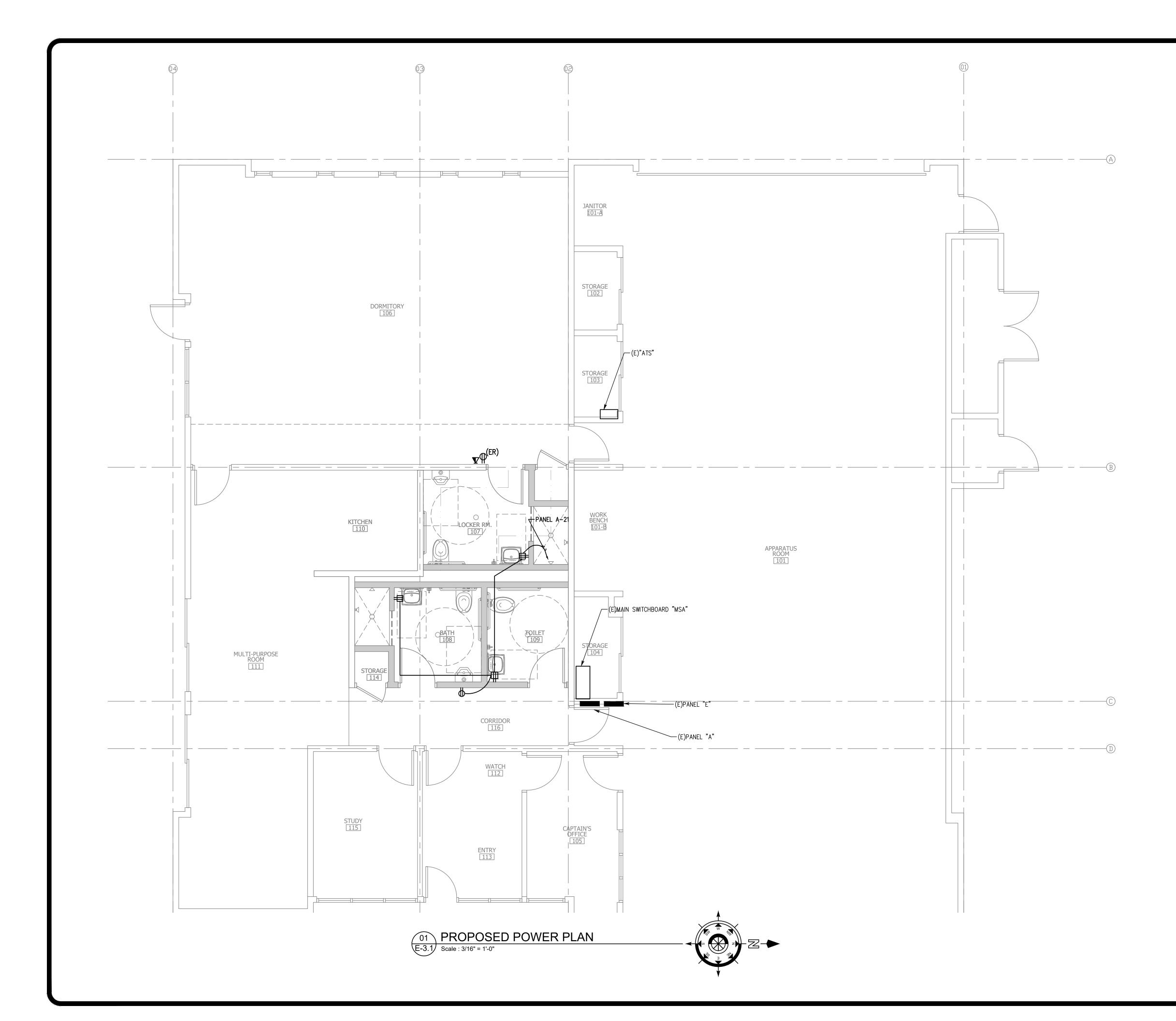


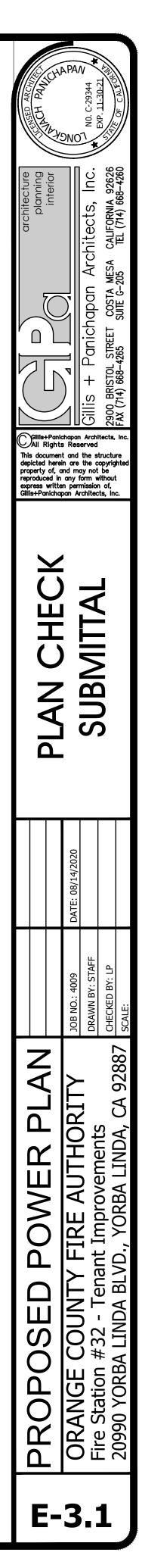


H2S Engineers Inc. Consulting MEP Engineers Anaheim, CA 92801 Ph: (714) 290-0718 E-mail: mverma@h2sengineers.com

SHEET NOTES

1 PROVIDE WALL MOUNTED SENSOR SWITCH.









# GENERAL NOTES

- ALL DRAWINGS ARE CONSIDERED TO BE PART OF THE CONTRACT DOCUMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REVIEW AND COORDINATION OF ALL DRAWINGS PRIOR TO ANY CONSTRUCTION, INCLUDING STRUCTURAL, PLUMBING, AIR CONDITIONING AND ELECTRICAL. ANY DISCREPANCIES THAT OCCUR SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF CONSTRUCTION SO THAT A CLARIFICATION CAN BE ISSUED. ANY WORK PERFORMED IN CONFLICT WITH THE CONTRACT DOCUMENTS OR ANY CODE REQUIREMENTS SHALL BE CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE, AND AT NO EXPENSE TO THE OWNER.
- THESE DRAWINGS ARE DIAGRAMMATIC. THE LOCATION & ELEVATION OF ALL PIPING IS APPROXIMATE AND SHALL BE VERIFIED AND COORDINATED WITH ALL OTHER TRADES, STRUCTURAL CONDITIONS AND BUILDING CONSTRUCTION PRIOR TO START OF INSTALLATION.
- ALL SYMBOLS AND ABBREVIATIONS USED ON THE DRAWINGS ARE CONSIDERED TO BE CONSTRUCTION STANDARDS. IF CLARIFICATION IS REQUIRED, THE CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
- DO NOT SCALE DRAWINGS. ALL DIMENSIONS AND JOB SITE CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR AT THE JOB SITE PRIOR TO BID SUBMITTAL, START OF CONSTRUCTION AND/OR FABRICATION OF MATERIALS. VERIFY ALL EXISTING DUCTWORK, PIPING, ELEVATIONS, SIZES AND POINT OF CONNECTIONS PRIOR TO START OF WORK. IF DISCREPANCIES ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED FOR CLARIFICATION.
- THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, EQUIPMENT, TRANSPORTATION AND SERVICES NECESSARY FOR COMPLETION OF THE WORK. ALL MATERIALS AND WORK SHALL COMPLY WITH APPLICABLE CODES AND GOVERNING REGULATION AND MEET THE APPROVAL OF THE CITY AND STATE FIRE MARSHALL.
- CONTRACTOR SHALL PROVIDE AND BE RESPONSIBLE FOR PROTECTION AND REPAIR OF ADJACENT EXISTING SURFACES AND AREAS WHICH MAY BE DAMAGED AS A RESULT OF DEMOLITION AND/OR NEW WORK.
- VERIFY FINAL LOCATION OF THERMOSTATS WITH ARCHITECT AND/OR TENANT CONSTRUCTION COORDINATOR PRIOR TO ANY INSTALLATION WORK. MOUNT THERMOSTATS 4'-0" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL PROVIDE RECORD/AS BUILT DOCUMENTS TO TENANT CONSTRUCTION COORDINATOR OR ARCHITECT AT COMPLETION OF CONSTRUCTION.
- ALL DUCTWORK SHALL CONFORM TO CHAPTER 6 OF 2019 CMC. ALL DUCTWORK SHALL BE CONSTRUCTED, ERECTED, AND TESTED IN ACCORDANCE WITH THE MOST RESTRICTIVE OF REGULATIONS, PROCEDURES DETAILED IN THE ASHRAE HANDBOOK OF FUNDAMENTALS, OR THE APPLICABLE STANDARDS ADOPTED BY THE SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA).
- 10. ALL EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE EQUIPMENT MANUFACTURER'S RECOMMENDATIONS. PROVIDE ALL FITTINGS, TRANSITIONS, DAMPERS, VALVES, AND OTHER DEVICES REQUIRED FOR A COMPLETE WORKABLE INSTALLATION.
- WRAP CONCEALED DUCTS WITH FIBERGLASS DUCT INSULATION WRAP (ALL SUPPLY DUCT TO HAVE VAPOR BARRIER). ALL NEW SUPPLY AND RETURN DUCT INSULATION WITHIN THE BUILDING TO HAVE MINIMUM 8.0 R-VALUE.
- 12. INSTALL DOUBLE WALL DUCTS FOR ALL EXPOSED OUTDOOR SUPPLY AND RETURN DUCTS WITH AT LEAST 8.0 R-VALUE INSULATION.
- 13. INSULATION APPLIED TO THE EXTERIOR SURFACE OF DUCTS LOCATED IN BUILDINGS SHALL HAVE A FLAME SPREAD OF NOT MORE THAN 25 AND SMOKE DEVELOPED RATING OF NOT MORE THAN 50 WHEN TESTED AS A COMPOSITE INSTALLATION INCLUDING INSULATION, FACING MATERIALS, TAPES AND ADHESIVES AS NORMALLY APPLIED.
- ENTIRE INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF THE 2019 CALIFORNIA MECHANICAL CODE (C.M.C.), 2019 CALIFORNIA BUILDING CODE (C.B.C.) AND ALL OTHER APPLICABLE CODES AND REGULATIONS.
- 15. INSTALLATION SHALL BE COMPLIANT WITH 2019 CBC SECTION 425, APPLICABLE NFPA CODE SECTIONS AND SECTION 1632A AND CHAPTER 35 OF 2019 CBC.
- 16. MANUFACTURER'S INSTALLATION INSTRUCTIONS SHALL BE MADE AVAILABLE TO THE INSPECTING AUTHORITIES.
- 17. AIR LEAKAGE TESTING SHALL BE PERFORMED BY SMACNA HVAC DUCT LEAKAGE TEST MANUAL.
- 18. LINE VOLTAGE WIRING, ALL CONDUIT, DISCONNECT SWITCHES AND FINAL CONNECTION BY ELECTRICAL CONTRACTOR. LOW VOLTAGE CONDUIT AND WIRING AND FINAL CONNECTION BY MECHANICAL CONTRACTOR.
- 19. THE TOTAL SYSTEM AIR BALANCE SHALL BE PERFORMED BY AN INDEPENDENT AGENCY CERTIFIED BY THE AABC OR NEBB. THIS WORK SHALL CONFORM TO AABC OR NEBB SPECIFICATIONS AS REFERRED TO IN THE NATIONAL STANDARDS.
- 20. ALL PIPING AND DUCT WORK SHALL BE INSULATED CONSISTENT WITH THE REQUIREMENTS OF SECTIONS 118, 123, 124, E.E.S. AND TABLE 6D OF 2019 CMC.
- 21. PROVIDE GUIDE VANES FOR ALL RECTANGULAR DUCT ELBOWS.
- 22. AUTOMATIC SHUTOFFS:
- 23. PER SEC. 608 OF 2019 CMC WHEN REQUIRED, EACH SINGLE SYSTEM PROVIDING HEATING OR COOLING AIR IN EXCESS OF 2,000 CUBIC FEET PER MINUTE SHALL BE EQUIPPED WITH AN AUTOMATIC SHUTOFF. AUTOMATIC SHUTOFF SHALL BE ACCOMPLISHED BY INTERRUPTING THE POWER SOURCE OF THE AIR MOVING EQUIPMENT DEVICES WHICH WILL DETECT PRODUCTS OF COMBUSTION OTHER THAN HEAT AND WHICH COMPLY WITH THE UBC, SHALL BE LABELED BY AN APPROVED AGENCY FOR AIR DUCT INSTALLATION AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. SUCH DEVICES SHALL BE COMPATIBLE WITH THE OPERATING VELOCITIES, PRESSURES, TEMPERATURES AND HUMIDITY OF THE SYSTEM WHERE FIRE DETECTION OR ALARM SYSTEMS ARE PROVIDED FOR THE BUILDING, SMOKE DETECTORS SHALL BE SUPERVISED BY SUCH SYSTEMS.
- 24. FOR THE PURPOSE OF CLEARNESS AND LEGIBILITY, THE DRAWINGS ARE ESSENTIALLY DIAGRAMMATIC AND ALTHOUGH SIZES AND LOCATIONS OF EQUIPMENT IS DRAWN TO SCALE WHEREVER POSSIBLE, THE CONTRACTOR SHALL MAKE USE OF ALL DATA IN ALL OF THE CONTRACT DOCUMENTS AND VERIFY THIS INFORMATION BEFORE ORDERING, FABRICATING OR INSTALLATION OF ANY MATERIALS.
- 25. HVAC SYSTEM AND COMPONENTS WILL BE TESTED ,A ADJUSTED AND BALANCED IN ACCORDANCE WITH AABC'S NATIONAL STANDARDS FOR TOTAL SYSTEM BALANCE 6TH EDITION.
- 26. HVAC SYSTEM AND CONTROLS:

- NEW HVAC UNITS ARE PACKAGED ROOFTOP HEAT PUMP UNITS.
- THERMOSTATS SHALL HAVE NUMERIC SETPOINTS IN F. THERMOSTATS SHALL HAVE ADJUSTABLE SETPOINTS ACCESSIBLE ONLY TO AUTHORIZED PERSONNEL.
- DEMAND CONTROL VENTILATION DEVICE SHALL ALLOW THE RATE OF OUTDOOR AIR TO BE REDUCED TO 0.15 CFM PER SQUARE FOOT OF CONDITIONED AREA, IF THE DEMAND CONTROL VENTILATION DEVICE INDICATES THAT THE SPACE CONDITIONS ARE ACCEPTABLE. IF THE DEVICE IS A CARBON-DIOXIDE SENSOR, IT SHALL LIMIT THE CARBON DIOXIDE LEVEL TO NO MORE THAN 800 PPM WHILE THE SPACE IS OCCUPIED.
- DEMAND CONTROL VENTILATION DEVICE APPROVED BY THE ENERGY COMMISSION SHALL BE PROVIDED FOR HVAC SYSTEMS SERVING "ASSEMBLY AREAS, CONCENTRATED USE (WITHOUT FIXED SEATS)" OR "AUCTION ROOMS", AS IDENTIFIED IN CHAPTER 10 OF THE UBC, IF SUCH AREAS ARE SERVED BY SYSTEMS WITH DESIGN OUTDOOR CAPACITIES EQUAL TO OR EXCEEDING 3,000 CFM. THE DEVICE SHALL INCLUDE A SENSOR LOCATED IN THE SPACE.
- 27. MECHANICAL MATERIAL STANDARD SHALL BE LISTED AND LABELING TO COMPLY WITH TABLE 1701.1. CMC 306.1 AND CMC 307.1.
- 28. ALL DIR DISTRIBUTION SYSTEM DUCTS AND PLENUMS, INCLUDING, BUT NOT LIMITED. BUILDING CAVITIES, MECHANICAL CLOSETS, AIR HANDLER BOXES AND SUPPORT PLATFORMS USED AS DUCTS AND PLENUMS, SHALL BE INSTALLED, SEALED AND INSULATED TO MEET THE REQUIREMENTS OF THE CMC SECTION 601.0, 602.0, 603.0, 604.0, AND ANSI/SMACNA-006-2006 HVAC DUCT CONSTRUCTION STANDARDS, METAL AND FLEXIBLE, 3RI EDITION.
- 29. CONNECTIONS OF METAL DUCTS AND THE INNER CORE OF FLEXIBLE DUCTS SHALL BE MECHANICALLY FASTENED. OPENINGS SHALL BE SEALED WITH MASTIC TAPE, AEROSOL SEALAN OR OTHER DUCT CLOSURE SYSTEM THAT MEETS THE APPLICABLE REQUIREMENTS OF UL 181 UL 181A OR UL 181B. IF MASTIC OR TAPE IS USED TO SEAL OPENINGS GREATER THAN 1/4",

#### **AIR DISTRIBUTION SCHEDULE** SYMBOL MOD | NECK | CFM ULE SIZE RANG SIZE E CD-1 24"X24" 60–160 6" TITUS "OMNI" OR APPROVED EQUAL. 8" | 110–210 10" | 180–400 380-600 12" 24"X24" DUCT SIZE CR-1 \_ TITUS "PAR-FR" OR APPROVED EQUAL. EG-1 DUCT SIZE SEE SEE PLANS PLANS TITUS "350 RL" OR FOR SIZES APPROVED EQUAL.

	MANDATORY NONRESIDENTIAL CALGREEN REQUIREMENTS	
	SECTION 5.410 - BUILDING MAINTENANCE AND OPERATION	SYMBOL
ZED	5.410.4 TESTING AND ADJUSTING. TESTING AND ADJUSTING OF SYSTEMS SHALL BE REQUIRED FOR BUILDINGS LESS THAN 10,000 SQUARE FEET. APPLIES TO NEW SYSTEMS SERVING ADDITIONS OR ALTERATIONS.	1/
ro ND	5.410.4.2 SYSTEMS. DEVELOP A WRITTEN PLAN OF PROCEDURES FOR TESTING AND ADJUSTING SYSTEMS FOR A. HVAC SYSTEMS AND CONTROLS B. INDOOR AND OUTDOOR LIGHTING AND CONTROLS C. WATER HEATING SYSTEMS	
ALL : THE	D. RENEWABLE ENERGY SYSTEMS E. LANDSCAPE IRRIGATION SYSTEMS F. WATER RESCUE SYSTEMS. G. SYSTEMS TO BE INCLUDED FOR TESTING AND ADJUSTING SHALL INCLUDE, AS APPLICABLE TO THE PROJECT, THE SYSTEMS LISTED IN SECTION 5.410.4.2.	
	5.410.4.3 PROCEDURES. PERFORM TESTING AND ADJUSTING PROCEDURES IN ACCORDANCE WITH APPLICABLE STANDARDS ON HVAC SYSTEM AND CONTROLS AS DETERMINED BY THE ENFORCING AGENCY.	
E	5.410.4.3.1 HVAC BALANCING. BEFORE A NEW SPACE—CONDITIONING SYSTEM SERVING A BUILDING OR SPACE IS OPERATED FOR NORMAL USE, BALANCE IN ACCORDANCE WITH THE PROCEDURES DEFINED BY NATIONAL STANDARDS LISTED IN SECTION 5.410.4.3.1 OR AS APPROVED BY THE ENFORCING AGENCY.	
QING	5.410.4.4 REPORTING. AFTER COMPLETION OF TESTING, ADJUSTING AND BALANCING, PROVIDE A FINAL REPORT OF TESTING SIGNED BY THE INDIVIDUAL RESPONSIBLE FOR PERFORMING THESE SERVICES.	
700	5.410.4.5 OPERATION AND MAINTENANCE (0 & M) MANUAL. PROVIDE THE BUILDING OWNER WITH DETAILED OPERATING AND MAINTENANCE INSTRUCTIONS AND COPIES OF GUARANTIES/WARRANTIES FOR EACH SYSTEM PRIOR TO FINAL INSPECTION.	+
3RD	5.410.4.5.1 INSPECTIONS AND REPORTS. INCLUDE A COPY OF ALL INSPECTION VERIFICATIONS AND REPORTS REQUIRED BY THE ENFORCING AGENCY.	
_ANT 181,	SECTION 5.504 POLLUTANT CONTROL	1
	5.504.1 TEMPORARY VENTILATION. IF THE HVAC SYSTEM IS USED DURING CONSTRUCTION, USE RETURN AIR FILTERS WITH A MERV OF 8, BASED ON ASHRAE 52.2—1999, OR AN AVERAGE EFFICIENCY OF 30% BASED ON ASHRAE 52.1—1992. REPLACE ALL FILTERS IMMEDIATELY PRIOR TO OCCUPANCY.	
	5.504.3 COVERING OF DUCT OPENINGS AND PROTECTION OF MECHANICAL EQUIPMENT DURING CONSTRUCTION. AT THE TIME OF ROUGH INSTALLATION AND DURING STORAGE ON THE CONSTRUCTION SITE AND UNTIL FINAL STARTUP OF THE HEATING, COOLING AND VENTILATING EQUIPMENT, ALL DUCT AND OTHER RELATED AIR DISTRIBUTION COMPONENT OPENINGS SHALL BE COVERED WITH TAPE, PLASTIC, SHEET METAL OR OTHER METHODS ACCEPTABLE TO THE ENFORCING AGENCY TO REDUCE THE AMOUNT OF DUST, WATER AND DEBRIS WHICH MAY ENTER THE SYSTEM.	
	5.504.5.3 FILTERS. IN MECHANICALLY VENTILATED BUILDINGS, PROVIDE REGULARLY OCCUPIED AREAS OF THE BUILDING WITH AIR FILTRATION MEDIA FOR OUTSIDE AND RETURN AIR THAT PROVIDES AT LEAST A MERV OF 8. MERV 8 FILTERS SHALL BE INSTALLED PRIOR TO OCCUPANCY, AND RECOMMENDATIONS FOR MAINTENANCE WITH FILTERS OF THE SAME VALUE SHALL BE INCLUDED IN THE OPERATION AND MAINTENANCE MANUAL.	
	SECTION 5.506 INDOOR AIR QUALITY	
	5.506.1 OUTSIDE AIR DELIVERY. FOR MECHANICALLY OR NATURALLY VENTILATED SPACES IN BUILDINGS, MEET THE MINIMUM REQUIREMENTS OF SECTION 120.1 OF THE CALIFORNIA ENERGY CODE AND CHAPTER 4 OF CCR, TITLE 8 OR THE APPLICABLE LOCAL CODE, WHICHEVER IS MORE STRINGENT.	
	5.506.2 CARBON DIOXIDE (CO2) MONITORING. FOR BUILDINGS OR ADDITIONS EQUIPPED WITH DEMAND CONTROL VENTILATION, CO2 SENSORS AND VENTILATION CONTROLS SHALL BE SPECIFIED AND INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CALIFORNIA ENERGY CODE, CCR, SECTION 120(C)(4).	
	SECTION 5.508 - OUTDOOR AIR QUALITY	
	5.508.1 OZONE DEPLETION AND GLOBAL WARMING REDUCTIONS. INSTALLATIONS OF HVAC, REFRIGERATION AND FIRE SUPPRESSION EQUIPMENT SHALL COMPLY WITH SECTIONS 5.508.1.1 AND 5.508.1.2.	
	5.508.1.1 CFCS. INSTALL HVAC AND REFRIGERATION EQUIPMENT THAT DOES NOT CONTAIN CFCS.	
	5.508.1.2 HALONS. INSTALL FIRE SUPPRESSION EQUIPMENT THAT DOES NOT CONTAIN HALONS.	

	REMARKS
-	4-WAY THROW, UNLESS NOTED
	ON OTHERWISE ON PLANS.

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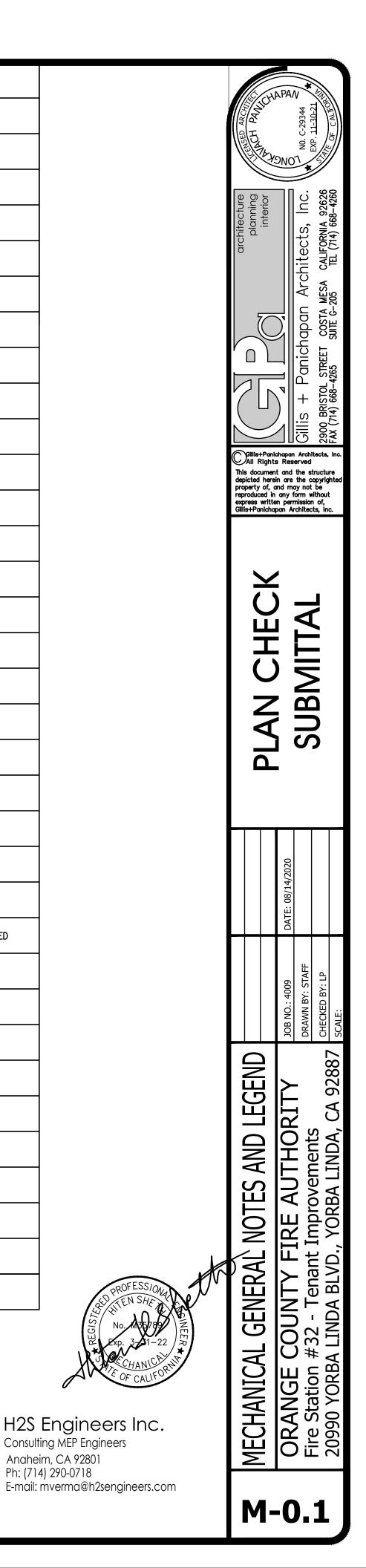
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	SHEET INDEX	
SHT.NO.	DESCRIPTION	
M-0.1	MECHANICAL GENERAL NOTES AND LEGEND	
M-0.2	MECHANICAL SCHEDULES AND DETAILS	
M-2.0	MECHANICAL DEMOLITION FLOOR PLAN	
M-3.0	MECHANICAL PROPOSED FLOOR PLAN	
M-3.1	MECHANICAL ROOF PLAN	S
	APPLICABLE CODES	
2019 CALIF	ORNIA BUILDING CODE (CBC)	
2019 CALIF	ORNIA ELECTRICAL CODE (CEC)	
2019 CALIF	ORNIA MECHANICAL CODE (CMC)	
2019 CALIF	ORNIA PLUMBING CODE (CPC)	
2019 CALIF	ORNIA ENERGY STANDARDS CODE (CESC)	

ſ	MECH	ANICAL LEGEND
	ABBV.	DESCRIPTION
*	SWS	SIDEWALL DIFFUSER - SUPPLY
	CD	CEILING DIFFUSER - SUPPLY
3	CD	CEILING DIFFUSER BELOW DUCT - SUPPLY
	SAD	RISER — SUPPLY AIR DUCT
	SAD	DROP – SUPPLY AIR DUCT
	SAD	ROUND DROP - SUPPLY AIR DUCT
-	SWR	SIDEWALL REGISTER - RETURN
	CR	CEILING REGISTER - RETURN
3	CR	Ceiling Register Below Duct – Return
	RAD	RISER – RETURN AIR DUCT
	RAD	DROP – RETURN AIR DUCT
_	SWE	SIDEWALL REGISTER – EXHAUST
	CR	CEILING REGISTER – EXHAUST
}	CD	CEILING DIFFUSER BELOW DUCT - EXHAUST
	EAD	RISER – EXHAUST AIR DUCT
	EAD	DROP – EXHAUST AIR DUCT
3	L.	LINED DUCTWORK
3	VD	VOLUME DAMPER
Μ	FC	FLEXIBLE CONNECTION
3		NEW DUCT
3		EXISTING DUCT - NEW PLAN
3		EXISTING DUCT - DEMOLITION PLAN
3		EXISTING MECHANICAL WORK TO BE REMOVED
	FSD	FIRE SMOKE DAMPER
-	UC	UNDER CUT DOOR
	TSTAT	THERMOSTAT
	POC	POINT OF CONNECTION
	POD	POINT OF DEMOLITION
	OSA	OUTSIDE AIR
	UTR	UP THRU ROOF
3	CSFD	COMBINATION SMOKE/FIRE DAMPER
3	F	FUSIBLE LINK FIRE DAMPER
	N.T.S.	NOT TO SCALE

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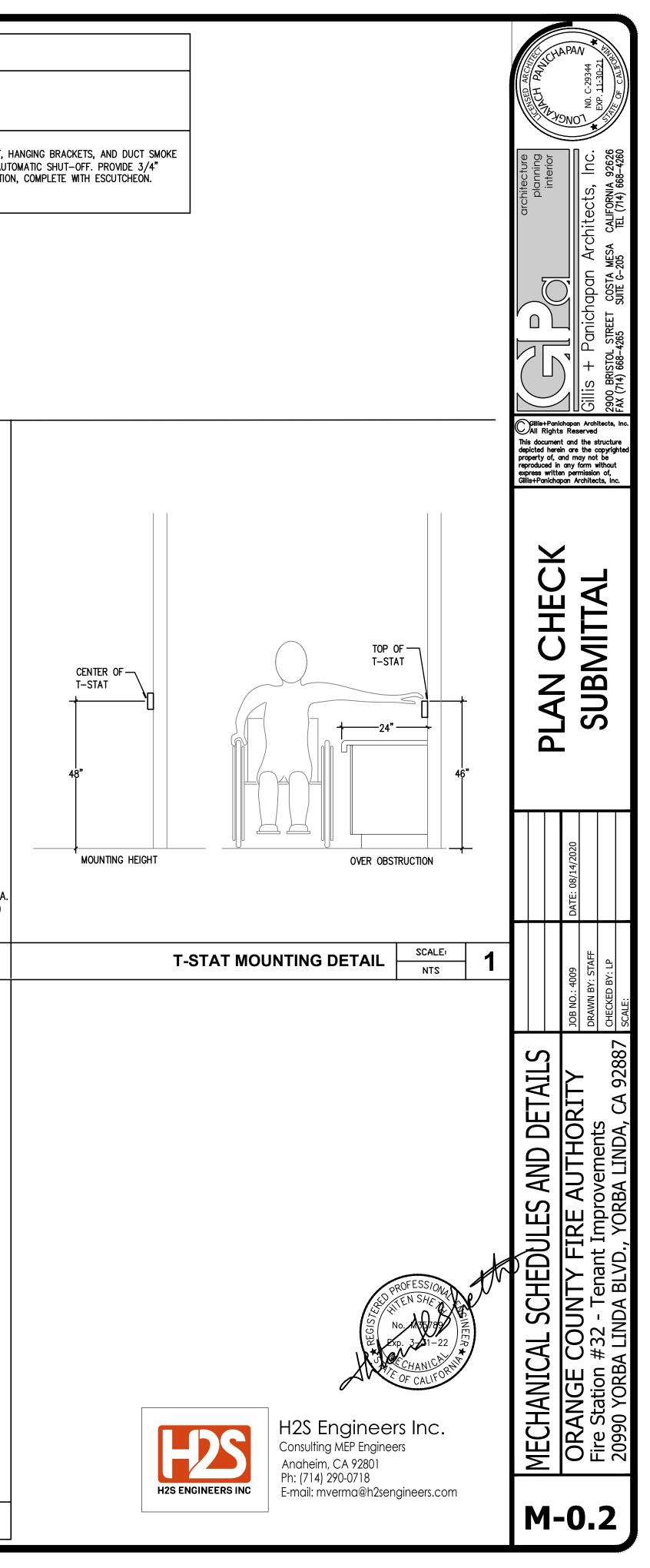


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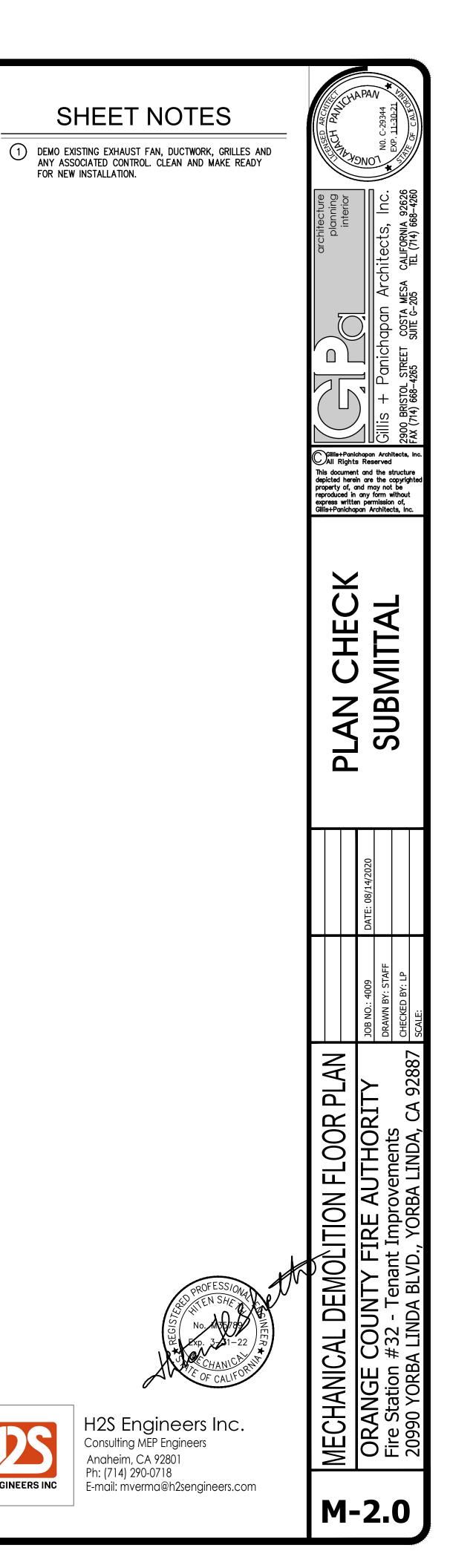
Consulting MEP Engineers

Anaheim, CA 92801 Ph: (714) 290-0718

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		HEATING	CAPACITY	COOLIN	IG CAPACITY		ELECTR	RICAL	OPERATIN	1										ELECTRI		OPERATING		
SYMBOL	MANUFACTURER MODEL NO.	TOTAL	HSPF	TOTAL	SEER	MCA	MCO	P VOLT	WEIGHT (LBS.)		R	REMARKS	SYMBOL	MANUFACTURER MODEL NO.	AREA SERVED	S.A. CFM	O.A. CFM	Motor HP	МСА	MOCP	VOLT/PH/Hz	WEIGHT (LBS.)		REMARKS
	PAYNE PA15NC060000AAAA	42,000	8.0	42,000	13.0	27.4	40	208/1ø	285	-			FC 1	хххх	-	1,400	140	1 2	5.1	15	208–230/1/60	210	- PROVIDE COMPLETE WITH DIGITAL PRODUCT OF IN SUPPLY AIR DUCT DOWNS SECONDARY DRAIN. DAYLIGHT THRU CE PAINT TO MATCH EXISTING CEILING.	TREAM OF FANCOIL FOR AUTOM
		•					1								-				•		-	1		
	1			EXH	AUS	F F.	AN	SC	HED	ULE														
TAG	MANUFACTURER	SERVING	<u> </u>	CFM	ESP (W.	G)	FAN RP	PM POWE	R (HP)	SUPPLY WE OLTAGE L	EIGHT LBS	NOTES												
EF-1	COOK ACE-B	BOILER RO	ООМ	1500	0.5		1636	(	).5 27	7/1/60 1	100 [] F	PROVIDE WITH BACK DF NTERLOCK WITH FIRE A DISCONNECT LOCATED I FAN SHALL SHUT DOWN ALARM ACTIVATION.	ALARM SYSTI N BOILER F	EM, ROOM,					i					
	STRUCTURE	ction to - see	$\overline{\ }$	1								FLEX DUCT WITH	G.I. COLLAR -		-	- 2 <b>"</b> Wide	v 22 CA							
	$\begin{pmatrix} 1 \\ - \end{pmatrix}$				Í	BRACE PE	a. Diago Er smaci	NA GUIDELINE	S			FLEX DUCT WITH EACH END MAX. SEE PLAN FOR S	LENGTH 5'-0' SIZE			HANGER	STRAP						-STRUCTURE	
	HANGER STRAF SEE SCHEDULE BELOW	0				f distan Supporti	MIC REST ICE BELO ING STRU	W				THIS CONTRACTOR - TO CONNECT FLEX. DUCT COLLAR TO					IECT TO RI W/(3)#10 /AS AND A	gid SMS RABOL					1 1/2" LONG "TEK" SCREW	
	3/8"ø Machini Bolt				<u> </u>	DIAGONAL	BRACE	MAY BE				PLENUM. COLLAR W/ (3)#10 SMS CANVAS AND ARABOL JOINT												
		_			$\frac{1}{1}$		nd duct Is for si	- SEE IZE				FOR CONN. TO STRUCTURE - SEE 1									-	HANGER SEE DET	STRAP TAIL 2,3 	GONAL BRACE
	DUCT STRAP - SAME AS HANGER STRAP				/							SEE 1	X		Long Radius		NO KINKS							
	NOTE: WHERE DU ANGLE IN 1	CT IS LARGER PLACE OF HAN	THAN 28 <b>"</b> ø GER STRAP	USE 2 1/2 X AT EACH SEIS	2 1/2 X 16 G SMIC BRACE.	A. VERTI	CAL					12 GA. WIRE			ENGINEER A ALTERNATE	PPROVED	NC					ſ		STRUCTURE
		HAN	GER S	STRAP	P SCHE	EDUL	LE					1"x3"L 16 GA. BENT CLIP SECURED TO								(3) STRON "J" NAILS EACH WIRE	GHOLD MIN. AT E LOOP.			
	DUCT SIZE		ger size	M/	AX. LOAD EA. H			MAX. SPAC	NG			1"x3"L 16 GA. BENT CLIP SECURED TO CD/CR W/#10 SMS TYP.(2) EACH CD/CR AT DIAG.	<u> </u>		M WITH 1" A.C. LI O CD/CR WITH (4	NING ) #10 SMS	TYP.			1 <b>"</b>			1" MIN. 1" MIN. 1" MIN. + +	
	UP THRU 10" 11" TO 18" 19" TO 24"	1"	x 22 GA. x 22 GA. x 22 GA.		260 LBS 260 LBS 260 LBS			10'-0" 10'-0" 10'-0"				CEILING – REFER TO			Ceiling Diffuser (	or registe	ĒR						1 1/2" MIN.	1 1/2" LONG "TEK" SCREW
	25" TO 36"		x 20 GA.		320 LBS			10'-0"				REFLECTIVE CEILING PLAN		F	REFER TO SPECS. MODEL #	FOR MFR.#	AND			12 GA. HAN LOOPED ANE AS SHOWN A	GER WIRE		+ 1/2"ø HANGER	-2 1/2"x2 1/2"x16 GA. ANGLE BRACE (TYP.)
			ROUN		Γ SUPPO	RT D	ETAI			1				AIR DISTR		DETAI		SCALE:	3	TO STRUCTU	RE.	CONNE		SCALE: 2
								<b>-</b> N	S	•								NTS						NTS -
						NOT		SC4	LE:	7						T 1105		SCALE:	C					SCALE:
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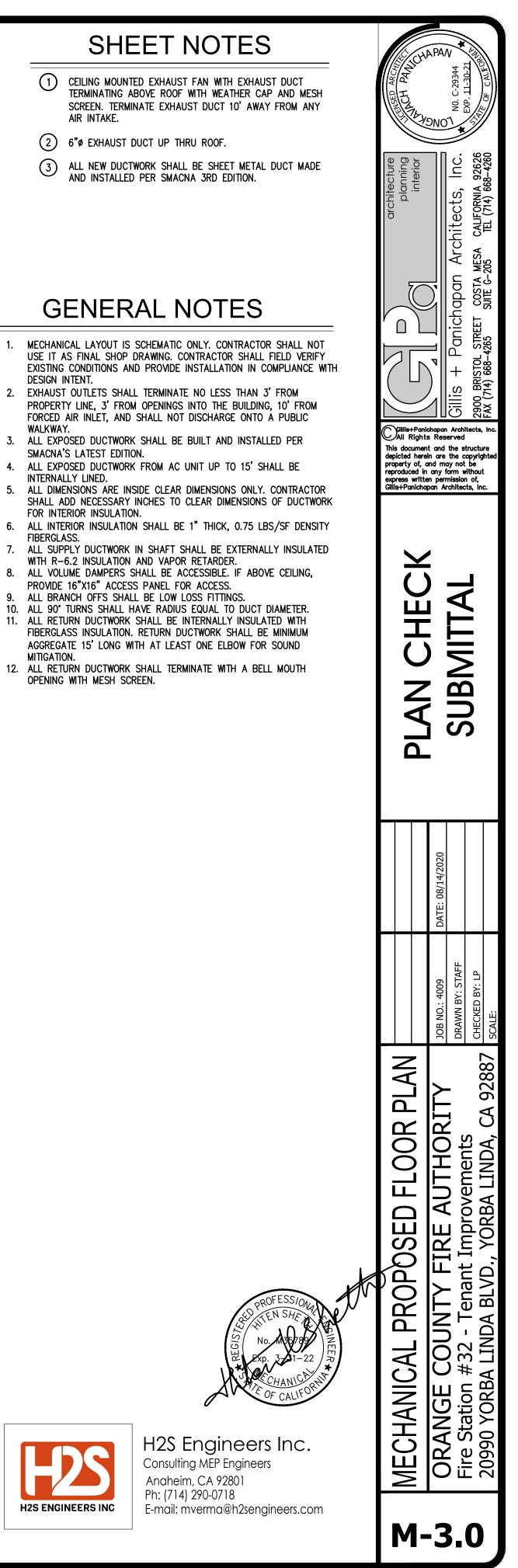












# **H2S ENGINEERS INC**

H2S Engineers Inc. Consulting MEP Engineers Anaheim, CA 92801 Ph: (714) 290-0718 E-mail: mverma@h2sengineers.com

SHEET NOTES

1 CEILING MOUNTED EXHAUST FAN WITH EXHAUST DUCT TERMINATING ABOVE ROOF WITH WEATHER CAP AND MESH

(3) ALL NEW DUCTWORK SHALL BE SHEET METAL DUCT MADE AND INSTALLED PER SMACNA 3RD EDITION.

AIR INTAKE.

1.

DESIGN INTENT.

WALKWAY.

FIBERGLASS.

MITIGATION.

SMACNA'S LATEST EDITION.

FOR INTERIOR INSULATION.

OPENING WITH MESH SCREEN.

INTERNALLY LINED.

2 6"ø EXHAUST DUCT UP THRU ROOF.

GENERAL NOTES

2. EXHAUST OUTLETS SHALL TERMINATE NO LESS THAN 3' FROM

3. ALL EXPOSED DUCTWORK SHALL BE BUILT AND INSTALLED PER

4. ALL EXPOSED DUCTWORK FROM AC UNIT UP TO 15' SHALL BE

WITH R-6.2 INSULATION AND VAPOR RETARDER.

PROVIDE 16"X16" ACCESS PANEL FOR ACCESS.

9. ALL BRANCH OFFS SHALL BE LOW LOSS FITTINGS.

5. ALL DIMENSIONS ARE INSIDE CLEAR DIMENSIONS ONLY. CONTRACTOR

6. ALL INTERIOR INSULATION SHALL BE 1" THICK, 0.75 LBS/SF DENSITY

8. ALL VOLUME DAMPERS SHALL BE ACCESSIBLE. IF ABOVE CEILING,

10. ALL 90° TURNS SHALL HAVE RADIUS EQUAL TO DUCT DIAMETER. 11. ALL RETURN DUCTWORK SHALL BE INTERNALLY INSULATED WITH

FIBERGLASS INSULATION. RETURN DUCTWORK SHALL BE MINIMUM

AGGREGATE 15' LONG WITH AT LEAST ONE ELBOW FOR SOUND

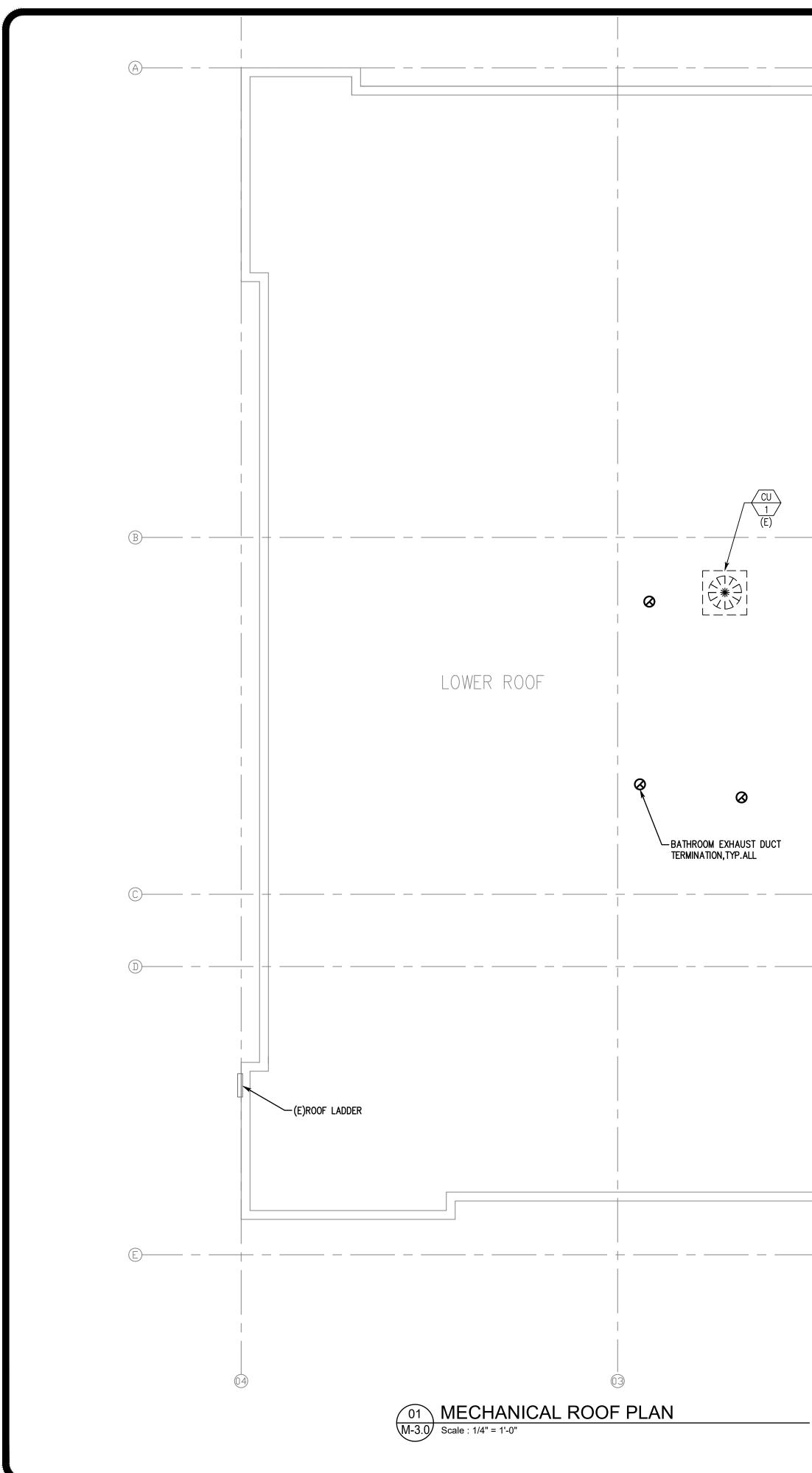
12. ALL RETURN DUCTWORK SHALL TERMINATE WITH A BELL MOUTH

MECHANICAL LAYOUT IS SCHEMATIC ONLY. CONTRACTOR SHALL NOT

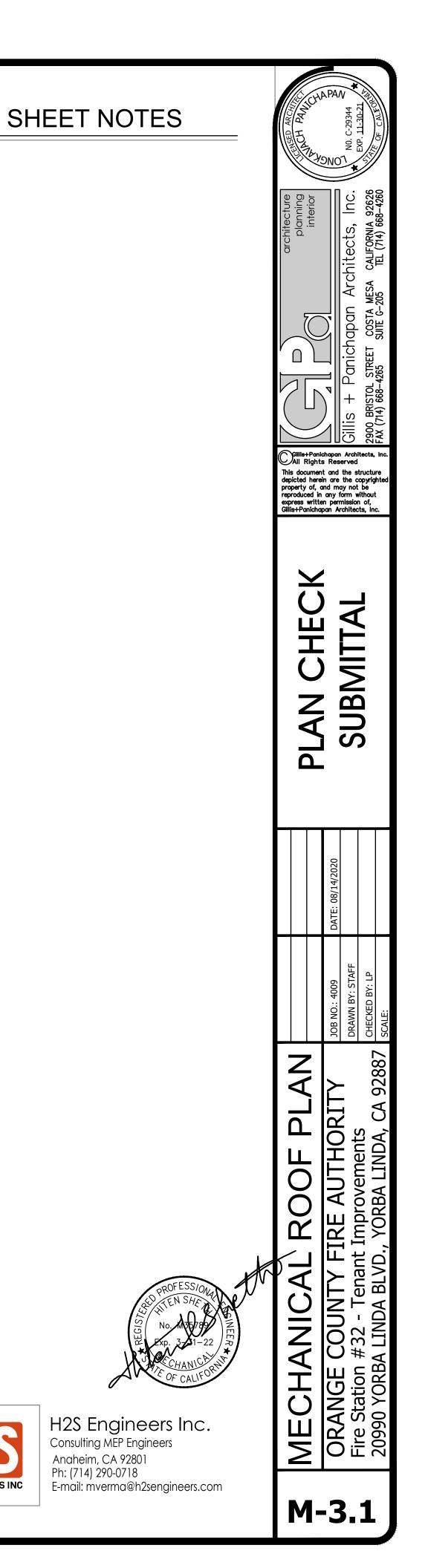
PROPERTY LINE, 3' FROM OPENINGS INTO THE BUILDING, 10' FROM FORCED AIR INLET, AND SHALL NOT DISCHARGE ONTO A PUBLIC

USE IT AS FINAL SHOP DRAWING. CONTRACTOR SHALL FIELD VERIFY

SCREEN. TERMINATE EXHAUST DUCT 10' AWAY FROM ANY



   		   	-A
	(E)ROOF LADDER		
			-B
	HIGHER ROOF		
			—C
			-(D)
			-E
0			
		X	



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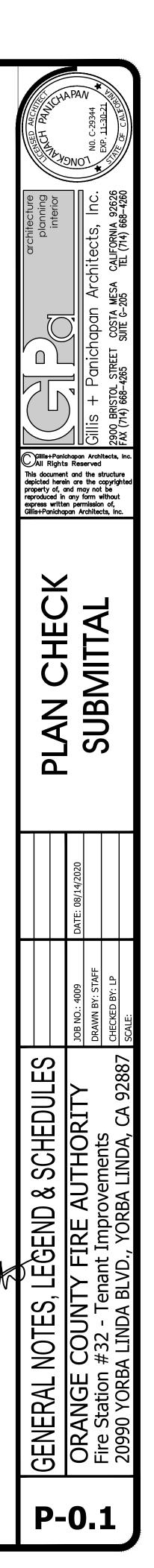
GREEN BUILDING CODE REQUIREMENTS		PIPING MATERIALS
<ol> <li>PROJECTS WHICH DISTURB LESS THAN ONE ACRE OF LAND SHALL PREVENT THE POLLUTION OF STORM WATER RUNOFF FROM THE CONSTRUCTION ACTIVITIES THROUGH ONE OR MORE OF THE FOLLOWING MEASURES (SECTION 5.106.1):</li> <li>A) BEST MANAGEMENT PRACTICES (BMP). PREVENT THE LOSS OF SOIL THROUGH WIND OR WATER EROSION BY IMPLEMENTING AN EFFECTIVE COMBINATION OF EROSION AND SEDIMENT CONTROL AND GOOD HOUSEKEEPING BMP. SEE SECTION 5.106.1.2 FOR SPECIFICS.</li> </ol>	1. SANITARY SEWER, VEN STORM DRAIN PIPING GROUND:	BELOW FITTINGS CONFORMING TO THE REQUIR CISPI STANDARD 301, ASTM A 888 OF A74 WITH TYPE 304 STAINLESS STEEL DUTY NO-HUB COUPLINGS. PROVIDE F WRAP ON ALL UNDERGROUND PIPING I ACCORDANCE WITH ANSI/AWWA STAND C105 /A21.5-93. BED AND BACKFILL
<ul> <li>B) LOCAL ORDINANCE.</li> <li>5. THE SITE GRADING OR A DRAINAGE SYSTEM WILL MANAGE ALL SURFACE WATER FLOWS TO KEEP WATER FROM ENTERING BUILDINGS. CGC SECTION 5.106.10.</li> <li>6. LANDSCAPE IRRIGATION SYSTEMS SHALL BE DESIGNED TO PREVENT SPRAY</li> </ul>	2. SOIL, WASTE, VENT, S PIPING ABOVE GROUND	CLEAN SAND, 6" THICK ALL AROUND TORM DRAIN SERVICE WEIGHT NO-HUB CAST IRON
ON STRUCTURES. EXTERIOR ENTRIES SUBJECT TO FOOT TRAFFIC OR WIND-DRIVEN RAIN SHALL BE DESIGNED TO PREVENT WATER INTRUSION INTO THE BUILDING. CGC SECTION 5.407.2.2.1.	3. WATER PIPING BELOW	
7. THE CONTRACTOR MUST SUBMIT TO THE ENGINEERING DEPARTMENT OR OTHER AGENCY THAT REGULATES CONSTRUCTION WASTE MANAGEMENT A WASTE MANAGEMENT PLAN THAT OUTLINES THE ITEMS LISTED IN CGC	4. WATER PIPING ABOVE	GROUND: TYPE 'L' COPPER WITH LEAD-FREE SO JOINTS.
SECTION 5.408.1.1.	5. CONDENSATE DRAIN P	IPING: TYPE 'M' COPPER WITH SOLDERED JOI
8. A MINIMUM OF 50% OF CONSTRUCTION WASTE IS TO BE RECYCLED. CGC 5.408.1. DOCUMENTATION SHALL BE PROVIDED TO THE ENFORCING AGENCY WHICH DEMONSTRATES COMPLIANCE. CGC SECTION 5.408.1.4.	6. GAS PIPING ABOVE GR	ROUND: SCHEDULE 40 BLACK STEEL WITH MAL IRON SCREWED OR WELDED JOINTS.
9. 100% OF TREES, STUMPS, ROCKS, AND ASSOCIATED VEGETATION AND SOILS PRIMARILY FROM THE CONSTRUCTION WILL BE REUSED OR RECYCLED. CGC 5.408.3	7. GAS PIPING BELOW GR	SYSTEMS WITH ELECTRIC FUSION SOCK JOINTS. PROVIDE #12 ELECTRIC TRACE
10. AN IDENTIFIED, READILY ACCESSIBLE AREA SHALL BE PROVIDED THAT SERVES THE ENTIRE BUILDING FOR COLLECTING RECYCLING, SUCH AS PAPER, CARDBOARD, GLASS, PLASTICS, METALS, ETC. CGC SECTION 5.410.1.		COPPER WIRE, SPIRAL WRAPPED AROU UNDERGROUND STEEL PIPING AND FI SHALL BE AS FOR ABOVE GROUND. P SHALL BE WRAPPED AND CATHODICAL PROTECTED PER THE SOILS ENGINEEF DIRECTION.
11. A BUILDING "SYSTEMS MANUAL" AS LISTED IN CGC SECTION 5.410.2.5 SHALL BE DELIVERED TO THE BUILDING OWNER OR REPRESENTATIVE AND THE FACILITIES OPERATOR. THE "SYSTEMS MANUAL" SHALL CONTAIN THE REQUIRED FEATURES LISTED IN CGC SECTION 5.410.2.5.1.	8. INSULATION OF DOMES WATER SUPPLY AND F RETURN PIPING:	STIC HOT GLASS FIBER PIPE INSULATION WITH F HOT WATER APPLIED WHITE JACKET, J-M MICRO-L 650AP, 1" THICK FOR PIPE SIZES OF
<ol> <li>12. DURING CONSTRUCTION, ENDS OF DUCT OPENINGS ARE TO BE SEALED, AND MECHANICAL EQUIPMENT IS TO BE COVERED. CGC 5.504.3.</li> <li>13. VOC'S MUST COMPLY WITH THE LIMITATIONS LISTED IN SECTION 5.504.4 AND TABLES 4.504.1, 5.504.4.1 5.504.4.2, 5.504.4.3 AND 5.504.4.5 FOR: ADHESIVES, SEALANTS, PAINTS AND COATINGS, CARPET AND COMPOSITION</li> </ol>		1"., AND 1 1/2" THICK FOR PIPE SIZE 1/4" AND LARGER. INSULATE FITT- IN VALVES W/ PREFORMED INSULATION W PREMOLDED ONE PIECE FITTING COVER ZESTON. ADHERE LONGITUDINAL LAPS BUTTS OF STRIPS OF JACKET W/ FAC
WOOD PRODUCTS. CGC 5.504.4. 14. WHERE OUTDOOR AREAS ARE PROVIDED FOR SMOKING, SUCH AREAS ARE PROHIBITED WITHIN 25 OF BUILDING ENTRIES, WINDOWS AND OUTDOOR AIR INTAKES. SIGNAGE SHALL BE POSTED TO INFORM OCCUPANTS OF THE PROHIBITIONS. CGC SECTION 5.504.7.		APPLIED PRESSURE SENSITIVE TAPE S J-M AP-T. FLANGES AND UNIONS SH BE COVERED. SURFACE BURNING CHARACTERISTICS COMPOSITE FHC 25/5
15. MECHANICALLY VENTILATED BUILDINGS SHALL PROVIDE REGULARLY OCCUPIED AREAS WITH AIR FILTRATION MEDIA FOR OUTSIDE AND RETURN AIR THAT PROVIDES AT LEAST A MINIMUM EFFICIENCY REPORTING VALUE (MERV) OF 8. MERV 8 FILTERS SHALL BE INSTALLED PRIOR TO OCCUPANCY. CGC SECTION 5.504.5.3.	9. INSULATION OF INTERIO CONDENSATE DRAIN P	
16. WALL AND FLOOR ASSEMBLIES SEPARATING TENANT SPACES (AND TENANT SPACES FROM PUBLIC SPACES) SHALL HAVE AN STC OF AT LEAST 40. CGC SECTION 5.507.4.3.		HALL COMPLY WITH THE SPECIFICATIONS. ALL PIPING DE SHALL BE CORROSION PROTECTED PER
<ul> <li>17. WALL AND ROOF ASSEMBLIES EXPOSED TO NOISE SOURCES SHALL HAVE AN STC RATING OF AT LEAST 50, WITH EXTERIOR WINDOWS HAVING A MINIMUM STC OF 40 IN THE FOLLOWING LOCATIONS, PER CGC SECTION 5.507.4.1:</li> <li>A) WITHIN THE 65 CNEL NOISE CONTOUR OF A FREEWAY, RAILROAD OR INDUSTRIAL SOURCE, AS DETERMINED BY THE JURISDICTION'S NOISE ELEMENT OF THE GENERAL PLAN.</li> <li>B) WITHIN THE 65 CNEL NOISE CONTOUR OF AN AIRPORT.</li> <li>18. INSTALLATIONS OF HVAC, REFRIGERATION AND FIRE SUPPRESSION SYSTEMS WILL NOT CONTAIN CFC'S OR HALONS, PER CGC 5.508.1.</li> </ul>	CONSUMPTION SHALL JANUARY 1, 2010, T THE PIPES, FITTINGS CONSUMPTION, OF N TO A PRESCRIBED FO NSF STANDARD 61, A	URES, ETC. THAT CONTACT POTABLE WATER FOR HU SHOW APPROVAL TO NSF 61, ANNEX "G". EFFECT HE LEAD CONTENT OF THE WETTED SURFACE AREA AND FIXTURES CONVEYING POTABLE WATER FOR HU OT MORE THAN 0.25%, SHALL BE DETERMINED PURS ORMULA AS DETERMINED BY THIRD PARTY CERTIFIER ANNEX "G". REFERENCE SECTION 604.2, CALIFORNI/ 16 EDITION, AND HEALTH & SAFETY CODE SECTION
19. FOR NEW BUILDINGS, SHOW ON THE SITE UTILITY PLAN SEPARATE SUB-METERS PER CGC SECTION 5.303.1 FOR THE FOLLOWING:		APPLICABLE CODES
<ul> <li>(A) EACH LEASED OR OWNED SPACE THAT CONSUMES MORE THAN 100</li> <li>GAL/DAY</li> <li>(B) TENANT SPACES CONTAINING LAUNDRY, CLEANERS, RESTAURANT,</li> <li>MEDICAL/DENTAL OFFICE, LABORATORY OR BEAUTY/BARBER SHOPS.</li> </ul>		CODE (CBC: PART 2 , TITLE 24 , CCR) (BASED ON
20. THE FOLLOWING MAXIMUM FIXTURE FLOW RATES FROM TABLE 5.303.2.3 AND SECTION 5.303.3, AS SHOWN BELOW. REVISE GENERAL NOTES, PLUMBING PLANS, ETC. TO MATCH. CGC 5.303.	NATIONAL ELECTRICAL CODE	
MAXIMUM FIXTURE FLOW RATESFIXTURE TYPEMAXIMUM FLOW RATELAVATORY FAUCETS-NONRESIDENTIAL0.5 GPM @60 PSIKITCHEN FAUCETS1.8 GPM @ 60 PSIMETERING FAUCETS0.2 GALLONS/CYCLE	UNIFORM MECHANICAL CODE	CAL CODE (CMC: PART 4 , TITLE 24 , CCR) (BASED CODE (CPC: PART 5 , TITLE 24 , CCR) (BASED ON
WATER CLOSETS       1.28 GALLONS/FLUSH         URINALS       0.5 GALLONS/FLUSH         21 A WATER BUDGET SHALL BE DEVELOPED FOR LANDSCAPE         IRRIGATION USE THAT CONFORMS TO THE LOCAL WATER EFFICIENT         LANDSCAPE ORDINANCE.         WHERE NO LOCAL ORDINANCE EXISTS, SHOW         COMPLIANCE WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES         MODEL WATER EFFICIENT LANDSCAPE ORDINANCE.         SEE SECTIONS 492.5         THROUGH 492.9, 492.10 AND 492.11 OF THE STATE ORDINANCE AT         HTTTP://WWW.WATER.CA.GOV/WATERUSEEFFICIENCY/DOCS/WATERORDSEC492.CFM.	2019 CALIFORNIA FIRE CODE INTERNATIONAL FIRE CODE) 2019 CALIFORNIA ENERGY C 2019 CALIFORNIA GREEN BU	
22. FOR NEW WATER SERVICE (OR ADDITIONS/ALTERATIONS WITH > 1,000 SQUARE FEET OF CUMULATIVE LANDSCAPED AREA), SEPARATE SUBMETERS OR METERING DEVICES SHALL BE INSTALLED FOR OUTDOOR POTABLE WATER USE. ALSO, IRRIGATION CONTROLLERS AND SENSORS SHALL BE INSTALLED. CGC SECTIONS 5.304.2 AND 5.304.3.		
23 PRIOR TO FINAL INSPECTION THE LICENSED CONTRACTOR, ARCHITECT OR ENGINEER IN RESPONSIBLE CHARGE OF THE OVERALL CONSTRUCTION MUST PROVIDE TO THE BUILDING DEPARTMENT OFFICIAL WRITTEN VERIFICATION THAT ALL APPLICABLE PROVISIONS FROM THE GREEN BUILDING STANDARDS CODE HAVE BEEN IMPLEMENTED AS PART OF THE CONSTRUCTION. CGC 102.3.		

PIPING MATERIALS			PLUMBING LEGEND						
RY SEWER, VENT AND DRAIN PIPING BELOW D:	SERVICE WEIGHT NO-HUB CAST IRON PIPE & FITTINGS CONFORMING TO THE REQUIREMENTS CISPI STANDARD 301, ASTM A 888 OR ASTM A74 WITH TYPE 304 STAINLESS STEEL HEAVY DUTY NO-HUB COUPLINGS. PROVIDE PIPE		1.	NOTE: FOR THE PURPOSE OF CLEARNESS AND LEGIBILITY, THE DRAWINGS ARE ESSENTIALLY DIAGRAMMATIC AND ALTHOUGH SIZES AND LOCATIONS OF EQUIPMENT ARE DRAWN TO SCALE WHEREVER POSSIBLE, THE CONTRACTOR SHALL MAKE USE OF ALL DATA IN ALL OF THE CONTRACT DOCUMENTS AND VERIFY THIS INFORMATION PRIOR TO ORDERING, FABRICATING OR INSTALLING ANY MATERIALS.					
	WRAP ON ALL UNDERGROUND PIPING IN ACCORDANCE WITH ANSI/AWWA STANDARDS C105 /A21.5-93. BED AND BACKFILL WITH CLEAN SAND, 6" THICK ALL AROUND PIPE.		2.	CONTRACTOR SHALL COORDINATE ALL WORK SHOWN ON THESE DRAWINGS AND SPECIFICATIONS WITH ALL DISCIPLINES AND TRADES PRIOR TO SUBMITTAL OF BID AND INSTALLATION OF SYSTEM.					
/ASTE, VENT, STORM DRAIN ABOVE GROUND:	SERVICE WEIGHT NO-HUB CAST IRON PIPE & FITTINGS CONFORMING TO THE REQUIREMENTS OF CISPI STANDARD 301, ASTM A888 OR ASTM A74 WITH TYPE 304 STAINLESS STEEL STANDARD DUTY NO-HUB COUPLINGS.		3.	THE PLUMBING CONTRACTOR SHALL GUARANTEE ALL MATERIALS & LABOR (INCLUDING THE COMPLETE PLUMBING SYSTEM) FOR A PERIOD OF ONE YEAR FROM WRITTEN ACCEPTANCE BY THE OWNER. ANY DEFECTS IN MATERIALS & OR LABOR FOUND WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIED OR REPAIRED BY THIS CONTRACTOR IN A TIMELY FASHION, AT NO COST TO THE OWNER.					
PIPING BELOW GROUND:	TYPE 'K' COPPER WITH BRAZED JOINTS.		4.	ALL PLUMBING FIXTURE LOCATIONS (WATER CLOSETS, LAVATORIES ETC.) ARE DIAGRAMMATIC & CONTRACTOR SHALL REFER TO ARCHITECTURAL DRAWINGS FOR ADA COMPLIANT FIXTURES, EXACT LOCATIONS, MOUNTING					
PIPING ABOVE GROUND:	TYPE 'L' COPPER WITH LEAD-FREE SOLDERED JOINTS.		5.	HEIGHTS & COLOR. ANY DEVIATIONS FROM THE DRAWINGS OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER PRIOR TO					
NSATE DRAIN PIPING:	TYPE 'M' COPPER WITH SOLDERED JOINTS.		6	INSTALLATION. CONTRACTOR SHALL VISIT SITE PRIOR TO SUBMITTAL OF BID AND					
PING ABOVE GROUND:	SCHEDULE 40 BLACK STEEL WITH MALLEABLE IRON SCREWED OR WELDED JOINTS.			FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS. SUBMITTAL OF BID WILL VERIFY THAT THE CONTRACTOR HAS VISITED THE SITE.					
PING BELOW GROUND:	DRISCOPLEX PE2406 POLYETHYLENE PIPING SYSTEMS WITH ELECTRIC FUSION SOCKET JOINTS. PROVIDE #12 ELECTRIC TRACER		7.	PIPING SHALL BE INSTALLED PARALLEL TO BUILDING LINES AND SUPPORTED AND ANCHORED AS REQUIRED TO FACILITATE EXPANSION AND CONTRACTION. THE INSTALLATION SHALL MEET ALL CONSTRUCTION CONDITIONS AND ALLOW FOR THE INSTALLATION OF OTHER TRADES.					
	COPPER WIRE, SPIRAL WRAPPED AROUND PIPE. UNDERGROUND STEEL PIPING AND FITTINGS SHALL BE AS FOR ABOVE GROUND. PIPING SHALL BE WRAPPED AND CATHODICALLY PROTECTED PER THE SOILS ENGINEER		8.	TRAP PRIMERS FOR FLOOR DRAINS AND FLOOR SINKS AND WATER HAMMER ARRESTORS TO BE INSTALLED AS PER THE LISTED PLUMBING CODE AND THE LATEST EDITION OF THE AMERICAN SOCIETY OF SANITARY ENGINEERING (ASSE 1010) SIZING AND INSTALLATION REQUIREMENTS.					
TION OF DOMESTIC HOT	DIRECTION. GLASS FIBER PIPE INSULATION WITH FACTORY		9.	ALL VALVES, TRAP PRIMERS, WATER HAMMER ARRESTORS OR OTHER EQUIPMENT SHOWN IN WALLS OR ABOVE NON-ACCESSIBLE CEILINGS SHALL BE INSTALLED BEHIND AN ACCESS PANEL.					
SUPPLY AND HOT WATER I PIPING:	APPLIED WHITE JACKET, J-M MICRO-LOK 650AP, 1" THICK FOR PIPE SIZES OF 1/2" TO 1"., AND 1 1/2" THICK FOR PIPE SIZES TO 1 1/4" AND LARGER. INSULATE FITT- INGS AND VALVES W/ PREFORMED INSULATION WITH PVC PREMOLDED ONE PIECE FITTING COVER BY J.M ZESTON. ADHERE LONGITUDINAL LAPS AND BUTTS OF STRIPS OF JACKET W/ FACTORY APPLIED PRESSURE SENSITIVE TAPE SYSTEM, J-M AP-T. FLANGES AND UNIONS SHALL NOT		10.	ALL SERVICE WATER HEATING EQUIPMENT TO BE IN COMPLIANCE WITH THE STATE ENERGY CODE AND 2013 IECC REQUIREMENTS AND LABELED AS SUCH.					
			11.	ALL ITEMS PROJECTING THROUGH THE ROOF SHALL BE FLASHED THROUGH CURBS OR PIPE SEALS A MINIMUM OF 12" ABOVE THE ROOF. THE PIPE CURBS AND SEALS SHALL BE INSTALLED BY THE ROOFING CONTRACTOR. ENSURE THAT AMPLE BOOT OPENINGS ARE PROVIDED TO ACCOMMODATE ANY ELECTRICAL CONDUIT PENETRATIONS REQUIRED FOR POWER.					
	BE COVERED. SURFACE BURNING CHARACTERISTICS COMPOSITE FHC 25/50.		12.	CONTRACTOR TO REFER TO PLUMBING FIXTURE SCHEDULE FOR INDIVIDUAL WASTE, VENT & WATER CONNECTION SIZES AT EACH PLUMBING FIXTURE.					
TION OF INTERIOR NSATE DRAIN PIPING:	AP ARMFLEX CLOSED-CELL ELASTOMERIC FOAM INSULATION. FLAME-SPREAD INDEX OF 25 OR LESS AND SMOKE-DEVELOPED INDEX OF 50 OR LESS. 1/2 INCH THICK FOR 4 INCH		13.	ALL CLEANOUTS SHALL BE INSTALLED WHERE READILY ACCESSIBLE AND LOCATED AS PER CODE REQUIREMENTS. THE CONTRACTOR SHALL COORDINATE ALL CLEAN OUT LOCATIONS WITH EQUIPMENT, MILLWORK, ETC., PRIOR TO INSTALLATION.					
THE ABOVE SHALL COMPL	DIAMETER PIPE AND LESS. Y WITH THE SPECIFICATIONS. ALL PIPING		14.	ALL PLUMBING FIXTURE VENTS TO TERMINATE A MINIMUM OF 12 INCHES FROM ANY VERTICAL SURFACE AND $10^{\circ}-0^{\circ}$ FROM OR $3^{\circ}-0^{\circ}$ ABOVE ANY MECHANICAL EQUIPMENT OUTSIDE AIR INTAKE.					
SLAB OR GRADE SHALL BE ICATIONS.	CORROSION PROTECTED PER		15.	ALL VALVES, UNIONS, ETC. TO BE SAME SIZE AS CONNECTED SUPPLY LINE UNLESS OTHERWISE NOTED ON DRAWINGS.					
	HAT CONTACT POTABLE WATER FOR HUMAN ROVAL TO NSF 61, ANNEX "G". EFFECTIVE		16.	UNIONS SHALL BE PROVIDED AND INSTALLED AFTER EACH SCREW-TYPE VALVE AND PRIOR TO EQUIPMENT CONNECTIONS.					
ARY 1, 2010, THE LEAD COM PIPES, FITTINGS AND FIXTUR	NTENT OF THE WETTED SURFACE AREA OF ES CONVEYING POTABLE WATER FOR HUMAN AN 0.25%, SHALL BE DETERMINED PURSUANT		17.	ALL UNDERGROUND METALLIC PIPE AND FITTINGS SHALL BE PROTECTED IN ACCORDANCE WITH THE SOILS ENGINEER'S RECOMMENDATIONS.					
PRESCRIBED FORMULA AS DETERMINED BY THIRD PARTY CERTIFIERS TO STANDARD 61, ANNEX "G". REFERENCE SECTION 604.2, CALIFORNIA BING CODE, 2016 EDITION, AND HEALTH & SAFETY CODE SECTION			18.	NO PIPING SHALL BE DIRECTLY EMBEDDED IN CONCRETE, MASONRY WALLS, OR CONCRETE FOOTINGS.					
5.			19.	THE PLUMBING CONTRACTOR SHALL COORDINATE ALL REQUIREMENTS FOR ALL POINTS OF CONNECTION WITH THE GENERAL CONTRACTOR AND OTHER TRADES PRIOR TO START OF WORK.					
APPLICABLE CODES			20.	VERIFY EXACT LOCATIONS, DEPTH AND SIZE OF ALL PIPING TO WHICH CONNECTIONS ARE REQUIRED. COORDINATE ALL CONNECTIONS WITH SITE CONDITIONS AND SITE UTILITY CONTRACTOR/ REPRESENTATIVE.					
RNIA BUILDING CODE (CBC: PART 2 , TITLE 24 , CCR) (BASED ON 2018 AL BUILDING CODE)			21.	ALL HORIZONTAL PIPING LINES EXTENDED AND CONNECTED TO EQUIPMENT SHALL BE RUN AT THE HIGHEST POSSIBLE ELEVATIONS AND NOT LESS					
RNIA ELECTRICAL CODE (CEC: PART 3 , TITLE 24 , CCR) (BASED ON 2017 ECTRICAL CODE)			22.	THAN 6" ABOVE THEFLOOR TO PROVIDE CLEARANCE FOR CLEANING.ALL CUTTING OF EXISTING PAVING, WALKS AND/OR FLOORS SHALL UTILIZE					
RNIA MECHANICAL CODE (CMC: PART 4 , TITLE 24 , CCR) (BASED ON 2018 CHANICAL CODE)				MACHINE SAW CUTTING EQUIPMENT. HOLES FOR PIPES IN CONCRETE WALLS OR FLOORS SHALL UTILIZE CORE DRILLING EQUIPMENT. COORDINATE WITH ARCHITECTURAL DETAILS FOR FLOOR CUTTING AND PATCHING.					
RNIA PLUMBING CODE (CPC: JMBING CODE)	PART 5 , TITLE 24 , CCR) (BASED ON 2018		23.	THE PLUMBING CONTRACTOR IS TO PROVIDE ALL ADDITIONAL STEEL, HANGER MATERIALS, RODS AND CLAMPS AS REQUIRED FOR COORDINATION					

- 23. THE PLUMBING CONTRACTOR IS TO PROVIDE ALL ADDITIONAL STEEL, HANGER MATERIALS, RODS AND CLAMPS AS REQUIRED FOR COORDINATION WITH WORK OF OTHER TRADES.
- 24. PIPING LAYOUT IS SCHEMATIC ONLY, EXACT ROUTING AND INSTALLATION OF PIPES TO BE COORDINATED WITH THE BUILDING STRUCTURE AND THE WORK OF OTHER CONTRACTORS.
- 25. NO LIQUID TRANSMISSION PLUMBING PIPING SHALL BE INSTALLED ABOVE ELECTRICAL SWITCH GEAR, EQUIPMENT, OR PANELS. MAKE ADJUSTMENTS NECESSARY TO REROUTE PIPING FOR ACTUAL INSTALLATION OF ELECTRIC EQUIPMENT.
- 26. WHENEVER FOUNDATION WALLS, EXTERIOR WALLS, ROOFS, ETC. ARE PENETRATED FOR THE INSTALLATION OF PLUMBING SYSTEMS, THEY SHALL BE PATCHED TO MATCH EXISTING CONSTRUCTION AND SEALED WEATHER TIGHT.
- 27. PLUMBING CONTRACTOR SHALL BE ON SITE AND PRESENT AT THE DATE OF TURNOVER.
- 28. ALL EXTERIOR EXPOSED WATER PIPING SHALL BE INSULATED AND PVC JACKETED. SEAL JACKET PER MANUFACTURER'S REQUIREMENTS.
- 29. LABEL ALL SHUT-OFF VALVES ABOVE THE CEILING AND IN THE WALL WITH ACCESS DOORS.
- 30. GENERAL CONTRACTOR TO VERIFY PRESSURE ON SITE EARLY TO VERIFY IF BOOSTER PUMPS ARE REQUIRED.

PLUMBING LEGEND							
SYMBOL	ABBREVIATION	DESCRIPTION					
	W	SANITARY WASTE					
	٧	SANITARY VENT					
	CW	DOMESTIC COLD WATER					
	HW	DOMESTIC HOT WATER					
	HWR	DOMESTIC HOT WATER RETURN					
G	G	LOW PRESSURE GAS					
CD	CD	CONDENSATE DRAIN					
SD	SD	STORM DRAIN					
OD	OD	OVERFLOW STORM DRAIN					
	VTR	VENT THRU ROOF					
¥	SOV	VERTICAL SHUT-OFF VALVE					
	SOV	SHUT-OFF VALVE					
	PRV	PRESSURE REDUCING VALVE					
Ŷ		PRESSURE GAUGE					
П		THERMOMETER					
6	BV	BALL VALVE					
<b></b>	CV	CHECK VALVE					
— I—	U	UNION					
P	WHA	WATER HAMMER ARRESTER WITH ACCESS PANEL					
	TP	TRAP PRIMER WITH ACCESS PANEL					
<u> </u>		PIPE UP					
c— <del>-</del>		PIPE DOWN					
Ø	FCO OR GCO	FLOOR OR GRADE CLEAN OUT					
ØØ	SCO	2-WAY SERVICE CLEAN OUT					
⊩	WCO	WALL CLEAN OUT					
+	HB	HOSE BIBB					
•	POC	POINT OF CONNECTION					
0		FLOOR DRAIN					
	AP	ACCESS PANEL					
	FFE	FINISHED FLOOR ELEVATION					
	IE	INVERT ELEVATION					
	FU	FIXTURE UNIT					

SHEET INDEX								
SHEET NO.	DESCRIPTION							
P-0.1	GENERAL NOTES, LEGEND, AND DRAWING INDEX							
P-0.2	PLUMBING SCHEDULES AND DETAILS							
P-2.0	PLUMBING DEMOLITION FLOOR PLAN							
P-3.0	PLUMBING FLOOR PLAN - WASTE & VENT							
P-3.1	PLUMBING FLOOR PLAN - WATER							
P-4.0	PLUMBING RISER DIAGRAMS							



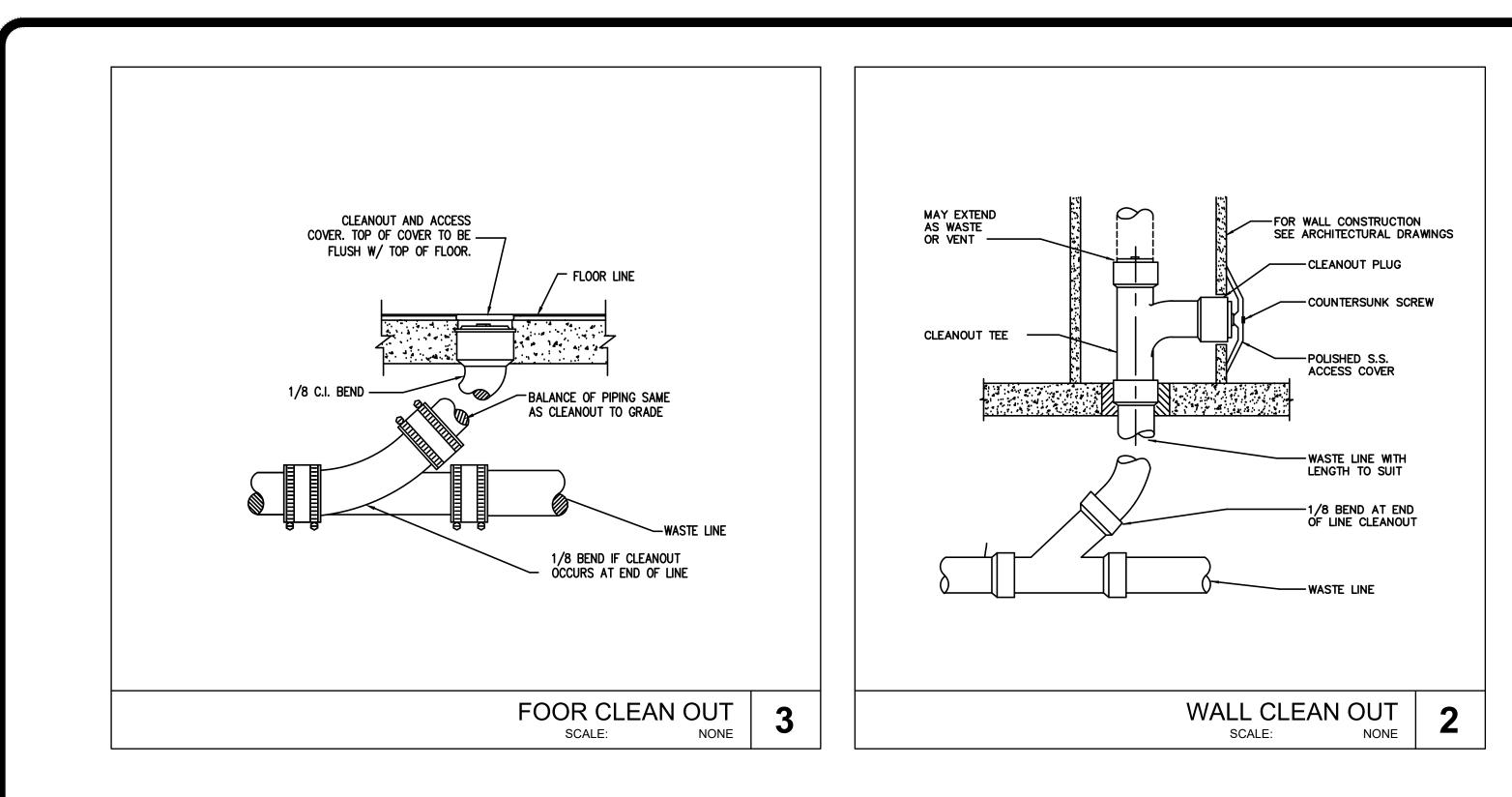


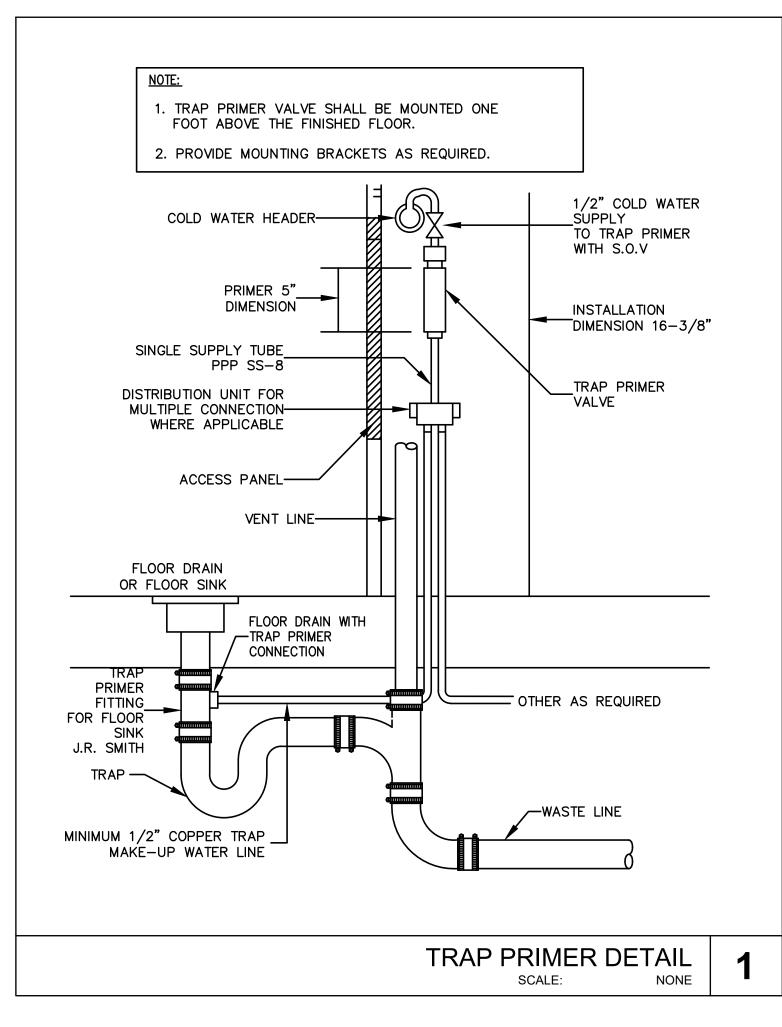
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PLUMBING FIXTURE S						
	PIPE SIZE					MARK
DESCRIPTION / REMARKS	н₩	CW	V	s/w	FIXTURE	MARK
AMERICAN STANDARD MODEL 3351.528 1.28 GPF AFWALL I 111–1.28 EXPOSED MANUAL OPERATED FLUSH VALVE, CHU	_	1–1/4"	2"	4"	WATER CLOSET (ADA)	<u>WC-1</u>
AMERICAN STANDARD MODEL 0355.012.20 LUCERNE, 0.5 GPM. MOUNTED AT ACCESSIBLE HEIGHT; REFER INSTALL WITH POINT OF USE THERMOSTATIC VALVE	3⁄4"	3⁄4"	2"	2"	LAVATORY (ADA) WALL MOUNT	<u>L–1</u>
AMERICAN STANDARD MODEL 6590.001 WASHBROOK VALVE, WALL HUNG.	_	1-1/4"	2"	2"	URINAL (ADA)	<u>U–1</u>
BRADLEY HN200-T24 RECESSED-MOUNTED ADA SHO THE SAME AS <u>FD-1.</u> SECOND SHOWER HEAD AND V	34"	34"	2"	2"	SHOWER (ADA)	<u>SH-1</u>
ZURN MODEL Z415-BZ-P 8"Ø NICKEL BRONZE AND ADJUSTABLE COLLAR (TRAP PRIMER CONN	_	-	2"	2"	FLOOR DRAIN	FD-1
SIOUX CHIEF MODEL 654-CS 1"	-	1"	-	-	WATER HAMMER ARRESTER	<u>WHA</u>
SIOUX CHIEF MODEL 695-01 AUTOMATIC TRAP PRI INSTALL BEHIND ACCESS PANEL	_	¥"	_	-	TRAP PRIMER	<u>TP-1</u>
WALL CLEAN OUT: "ZURN" MODEL: Z1447 SQU/ FLOOR CLEANOUT: "ZURN" MODEL: Z1400-BZ I TO SURFACE. CLEAN OUT TO GRADE: "ZURN" MODEL: Z1400 TO SURFACE. T CLEAN OUT: "ZURN" MODEL: Z1445.	-	-	_	-	CLEAN-OUTS	WCO FCO GCO CO

# SCHEDULE

MILLENIUM FLOWISE, WALL MOUNTED, ELONGATED TYPE. WHITE, SLOAN ROYAL URCH 2155CT WHITE OPEN FRONT SEAT,

E, WALL HUNG, WHITE, CHICAGO FAUCETS 3600-ABCP MANUAL METERING R TO ARCHITECTURAL PLANS.

BRADLEY MODEL 559-4000A

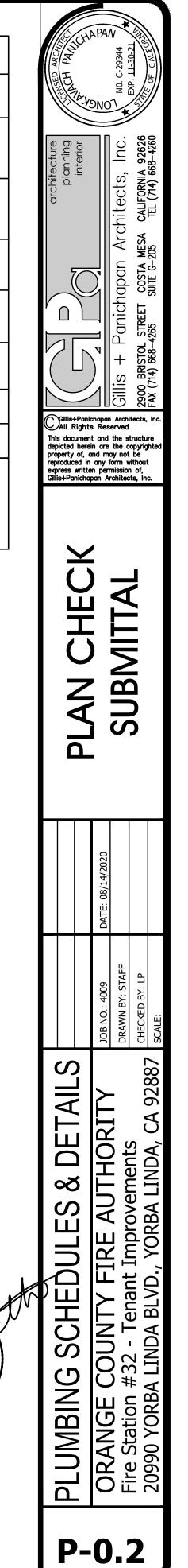
OK, SLOAN ROYAL 186-0.125 DBP 0.125 GPF MANUAL OPERATED FLUSH

CHOWER. 1.5 GPM COMPLETE W/ THERMOSTATIC MIXING VALVE LEVER HANDLE; DRAIN SHALL BE VALVE LOCATION TO BE DETERMINED BY ARCHITECT AND/OR OWNER.

E GRATE, CAST IRON BODY, CONVERTIBLE MEMBRANE CLAMP, INECTION IF SHOWN ON THE PLAN).

RIMER VALVE

UARE, Z1446 ROUND. MUST BE FLUSHED 0 MUST BE FLUSHED





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# DEMOLITION NOTES

-(A)

EXISTING 4" SEWER PIPE BELOW FLOOR TO REMAIN. FIELD VERIFY EXACT LOCATION AND SIZE.

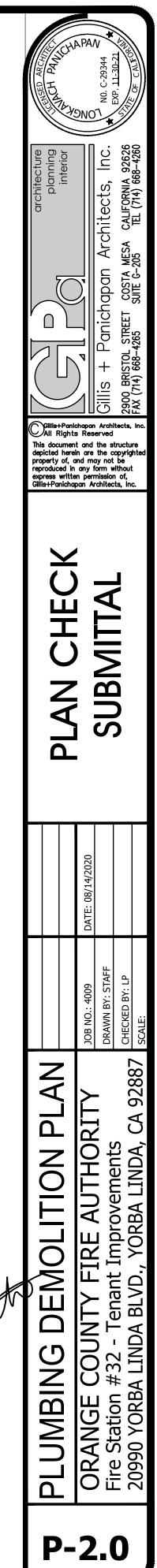
- REMOVE EXISTING PLUMBING FIXTURE AND CAP PIPING BELOW FLOOR. PATCH AND REPAIR AS REQUIRED.
- (3) EXISTING 2" COLD WATER PIPE OVERHEAD TO REMAIN. FIELD VERIFY EXACT LOCATION AND SIZE.
- 5 Existing 1" gas meter to remain. Field verify exact location and size.
- EXISTING 1" GAS PIPE OVERHEAD. FIELD VERIFY EXACT LOCATION AND SIZE.
- EXISTING HOT WATER HEATER TO REMAIN. FIELD VERIFY EXACT LOCATION.

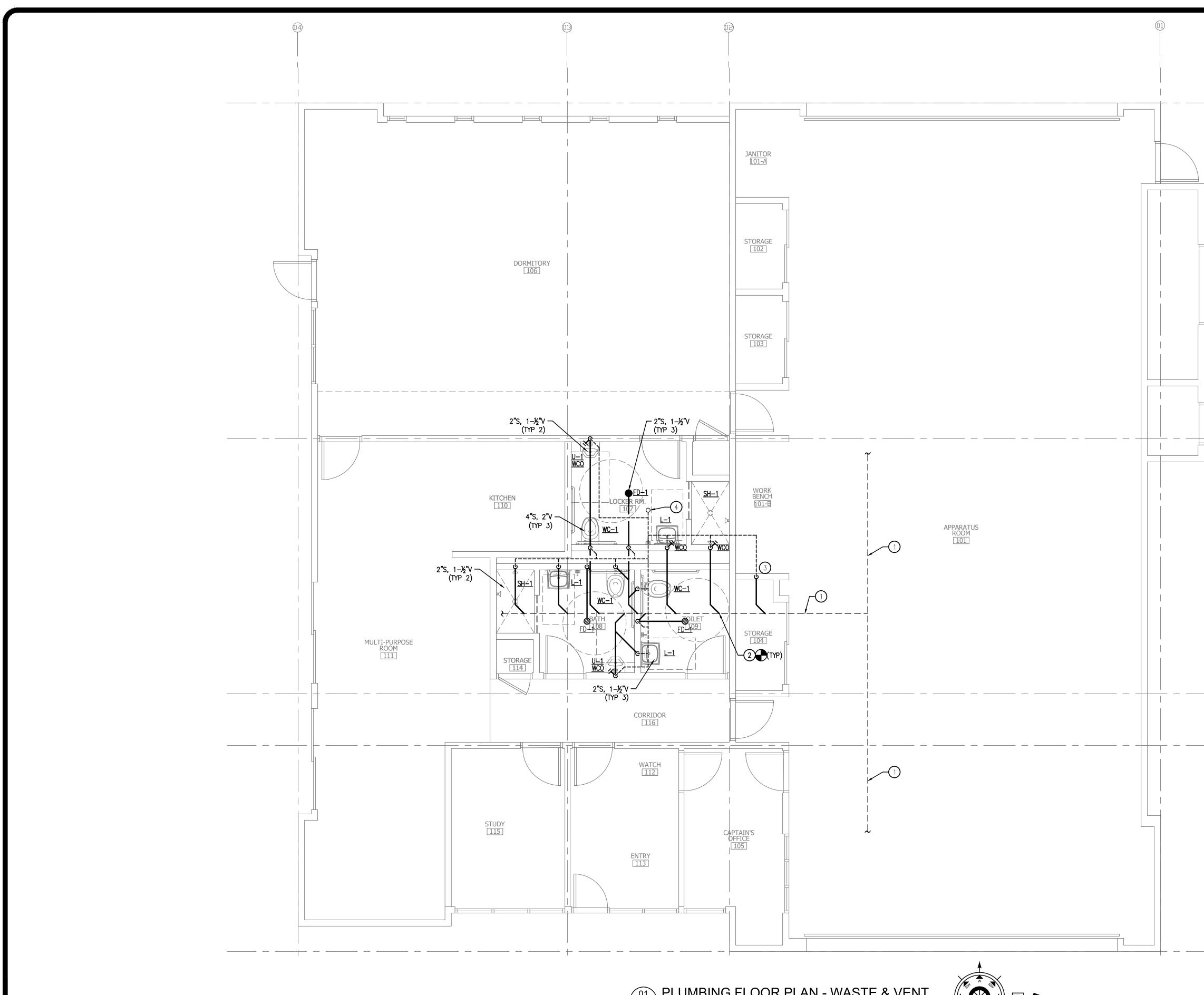
# GENERAL NOTES

- DRAWINGS ARE ESSENTIALLY DIAGRAMMATIC AND ARE NOT INTENDED TO INDICATE NECESSARY OFFSETS OF PIPING, FITTING & APPURTENANCES THAT HAVE TO BE REMOVED, CAPPED OR REROUTED.
- 2. FOR CLARITY, NOT ALL EXISTING WORK IS SHOWN ON PLANS. CONTRACTOR SHALL FIELD VERIFY EXISTING UTILITIES, LOCATION, SIZE, INVERT ELEVATIONS, PRESSURE AND AVAILABILITY PRIOR TO START ON ANY WORK.
- 3. ALL WALL, FOOTING AND FLOOR PENETRATION SHALL BE CAULKED WITH FIRE PROOF IN AND APPROVED MANNER BY CALIFORNIA BUILDING CODE.
- DEMOLISH/ REMOVE & PATCH EXISTING MATERIALS, ITEMS, OR FINISHES AS NECESSARY TO PERFORM NEW WORK WHERE INDICATED. PATCH EXISTING WALL/FLOOR TO MATCH ADJACENT MTERIALS/FINISHES.

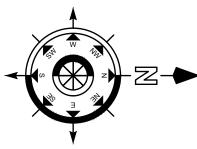
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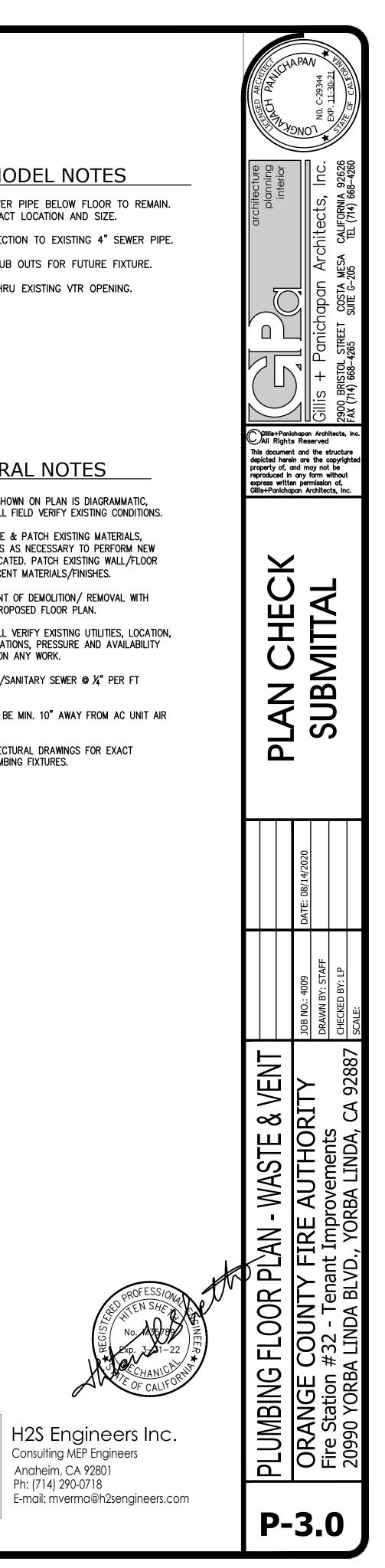










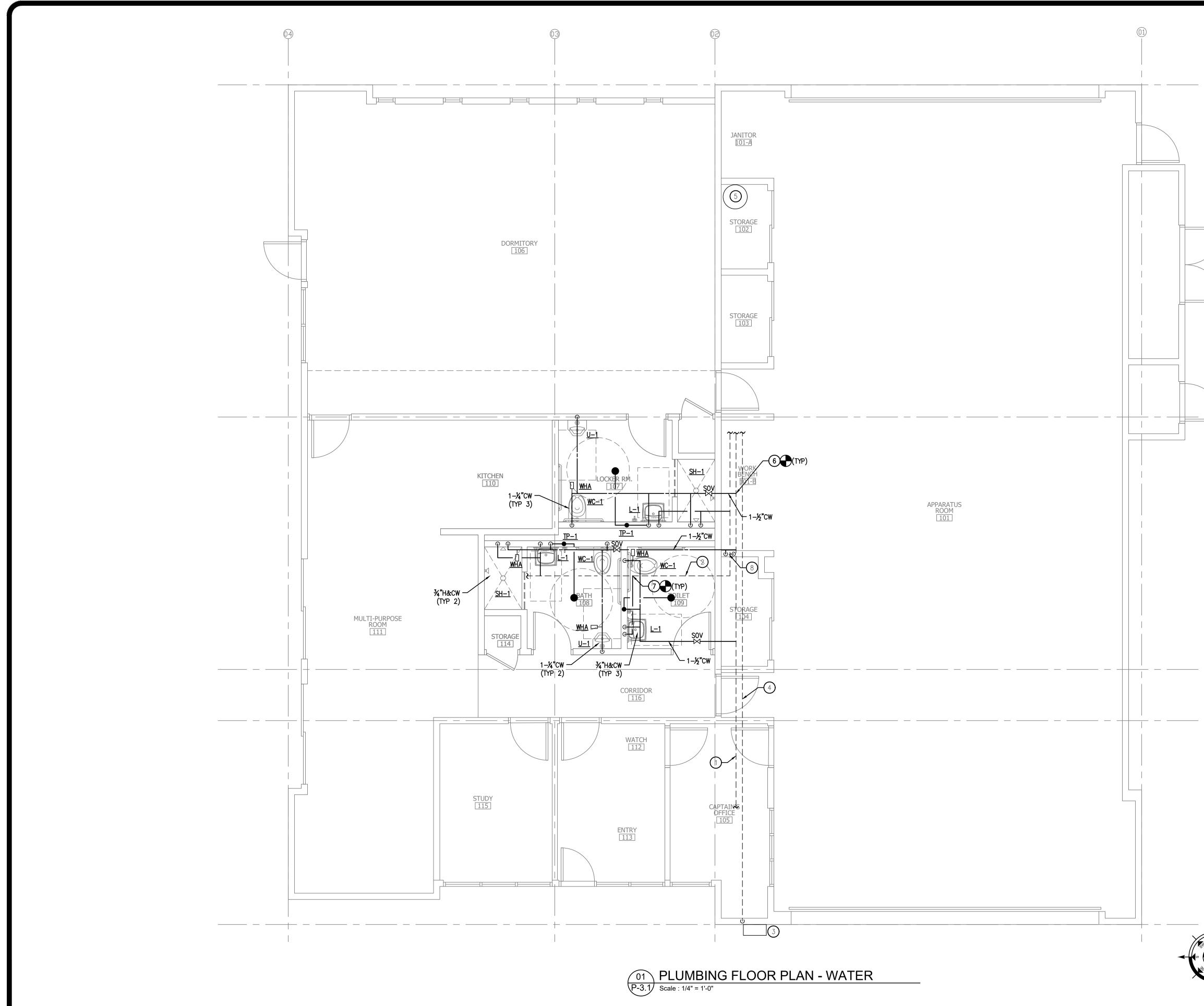


- **REMODEL NOTES**
- (1) EXISTING 4" SEWER PIPE BELOW FLOOR TO REMAIN. FIELD VERIFY EXACT LOCATION AND SIZE.
- 2 POINT OF CONNECTION TO EXISTING 4" SEWER PIPE.
- 3 3"S AND 2"V STUB OUTS FOR FUTURE FIXTURE.
- (4) 4"VTR. ROUTE THRU EXISTING VTR OPENING.

# GENERAL NOTES

- 1. PLUMBING WORK SHOWN ON PLAN IS DIAGRAMMATIC, CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
- 2. DEMOLISH/ REMOVE & PATCH EXISTING MATERIALS, ITEMS, OR FINISHES AS NECESSARY TO PERFORM NEW WORK WHERE INDICATED. PATCH EXISTING WALL/FLOOR TO MATCH ADJACENT MATERIALS/FINISHES.
- 3. COORDINATE EXTENT OF DEMOLITION/ REMOVAL WITH ARCHITECTURAL PROPOSED FLOOR PLAN.
- 4. CONTRACTOR SHALL VERIFY EXISTING UTILITIES, LOCATION, SIZE, INVERT ELEVATIONS, PRESSURE AND AVAILABILITY PRIOR TO START ON ANY WORK.
- 5. SLOPE ALL WASTE/SANITARY SEWER @ 1/4" PER FT SLOPE.
- 6. ALL VENTS SHALL BE MIN. 10" AWAY FROM AC UNIT AIR INTAKE.
- 7. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATION OF PLUMBING FIXTURES.





# **REMODEL NOTES**

- 1) EXISTING 2" COLD WATER PIPE OVERHEAD TO REMAIN. FIELD VERIFY EXACT LOCATION AND SIZE.
- (2) EXISTING  $1-\frac{1}{2}$ " HOT WATER PIPE OVERHEAD TO REMAIN. FIELD VERIFY EXACT LOCATION AND SIZE.
- $\bigcirc$  Existing 1" gas meter to remain. Field verify exact location and size.
- (4) EXISTING 1" GAS PIPE OVERHEAD. FIELD VERIFY EXACT LOCATION AND SIZE.
- 5 EXISTING HOT WATER HEATER TO REMAIN. FIELD VERIFY EXACT LOCATION.
- 6 POINT OF CONNECTION TO EXISTING COLD WATER PIPE OVERHEAD.
- POINT OF CONNECTION TO EXISTING HOT WATER PIPE OVERHEAD.

GENERAL NOTES

2. DEMOLISH/ REMOVE & PATCH EXISTING MATERIALS,

TO MATCH ADJACENT MATERIALS/FINISHES.

5. SLOPE ALL WASTE/SANITARY SEWER @ ¼" PER FT

7. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATION OF PLUMBING FIXTURES.

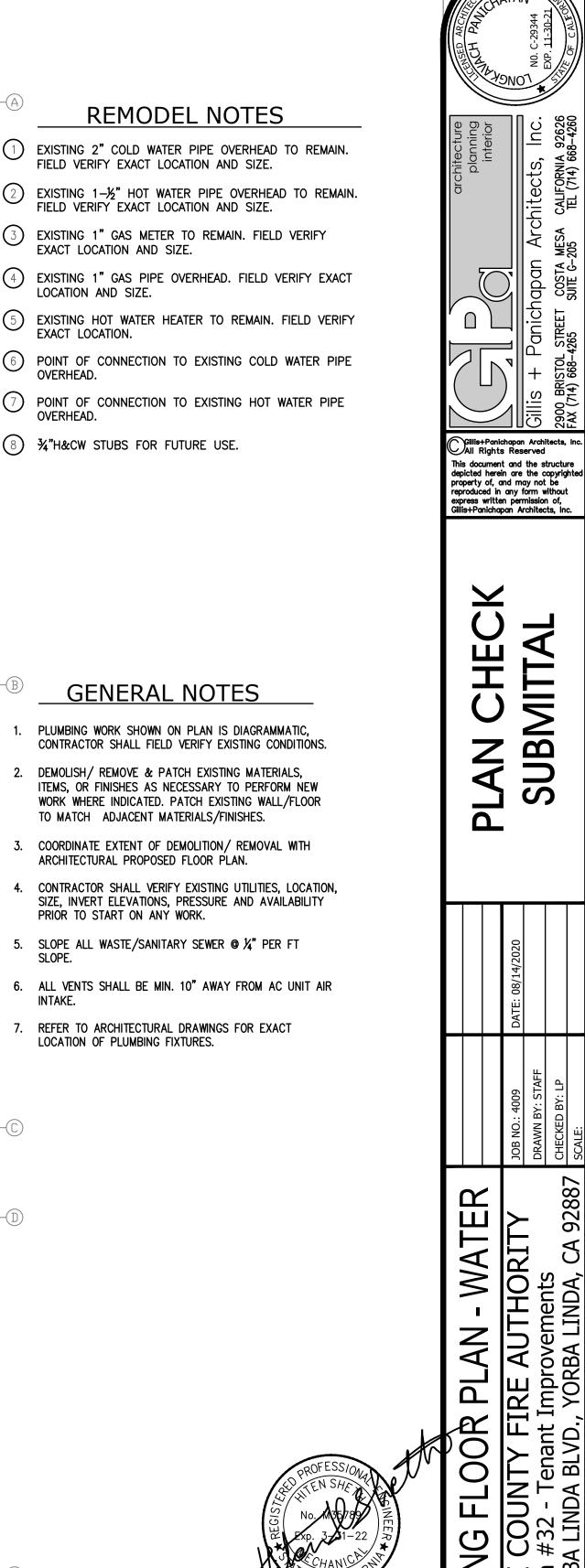
PRIOR TO START ON ANY WORK.

SLOPE.

3. COORDINATE EXTENT OF DEMOLITION/ REMOVAL WITH ARCHITECTURAL PROPOSED FLOOR PLAN.

ITEMS, OR FINISHES AS NECESSARY TO PERFORM NEW

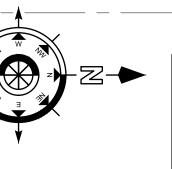
8 ¾"H&CW STUBS FOR FUTURE USE.



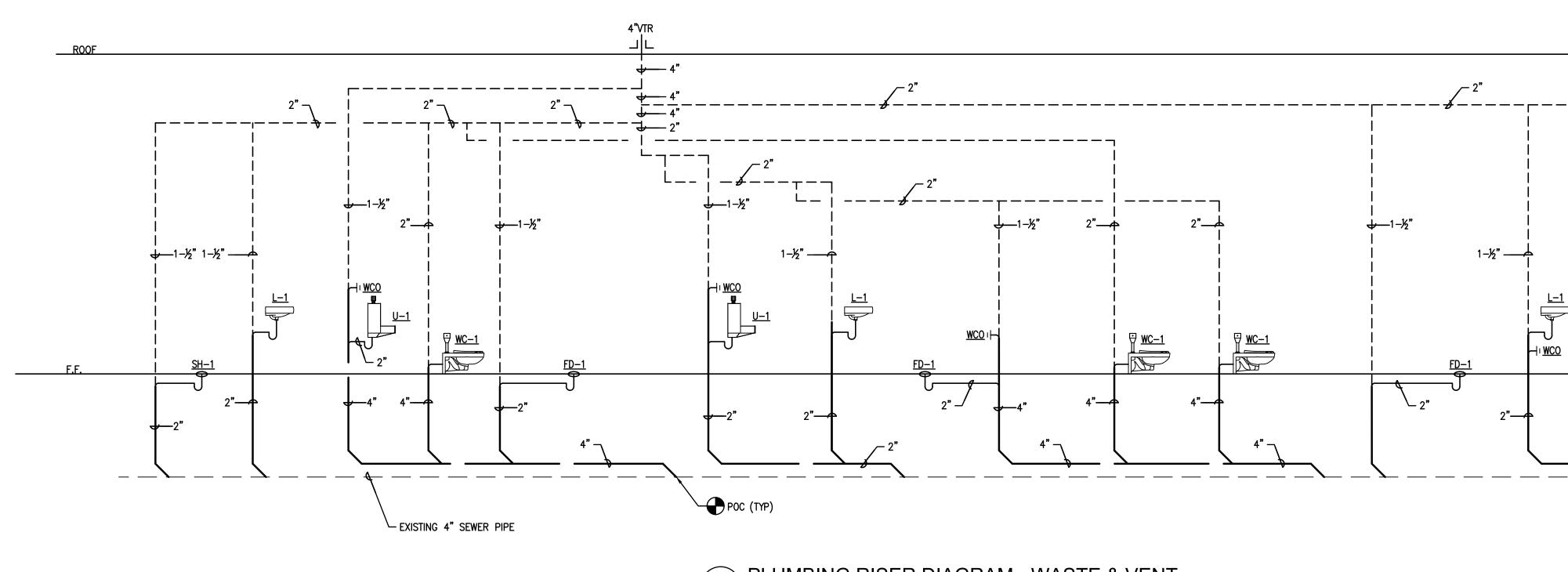
PLUMBING

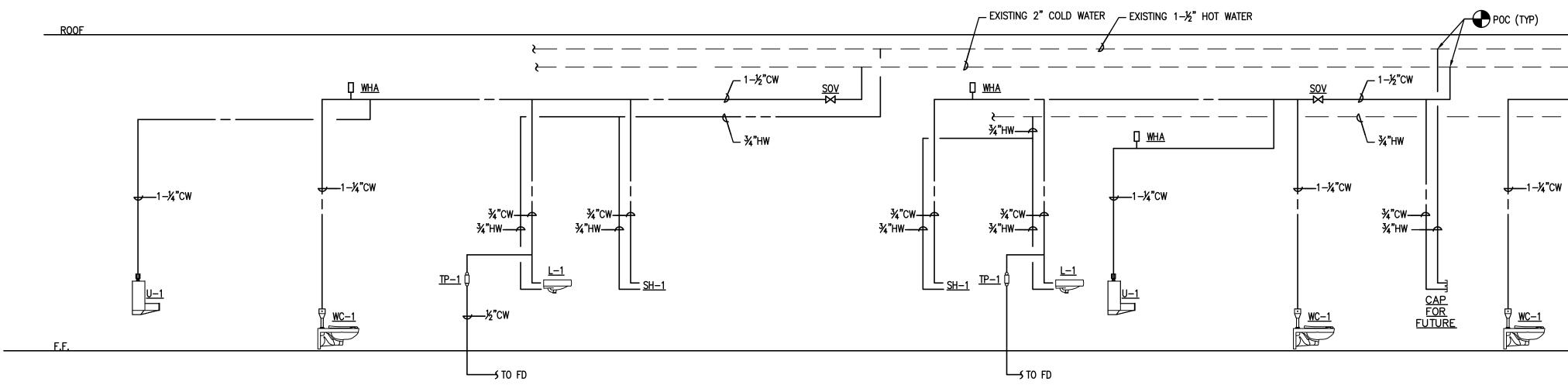
ORANGE Fire Station 20990 YORB/

P-3.1



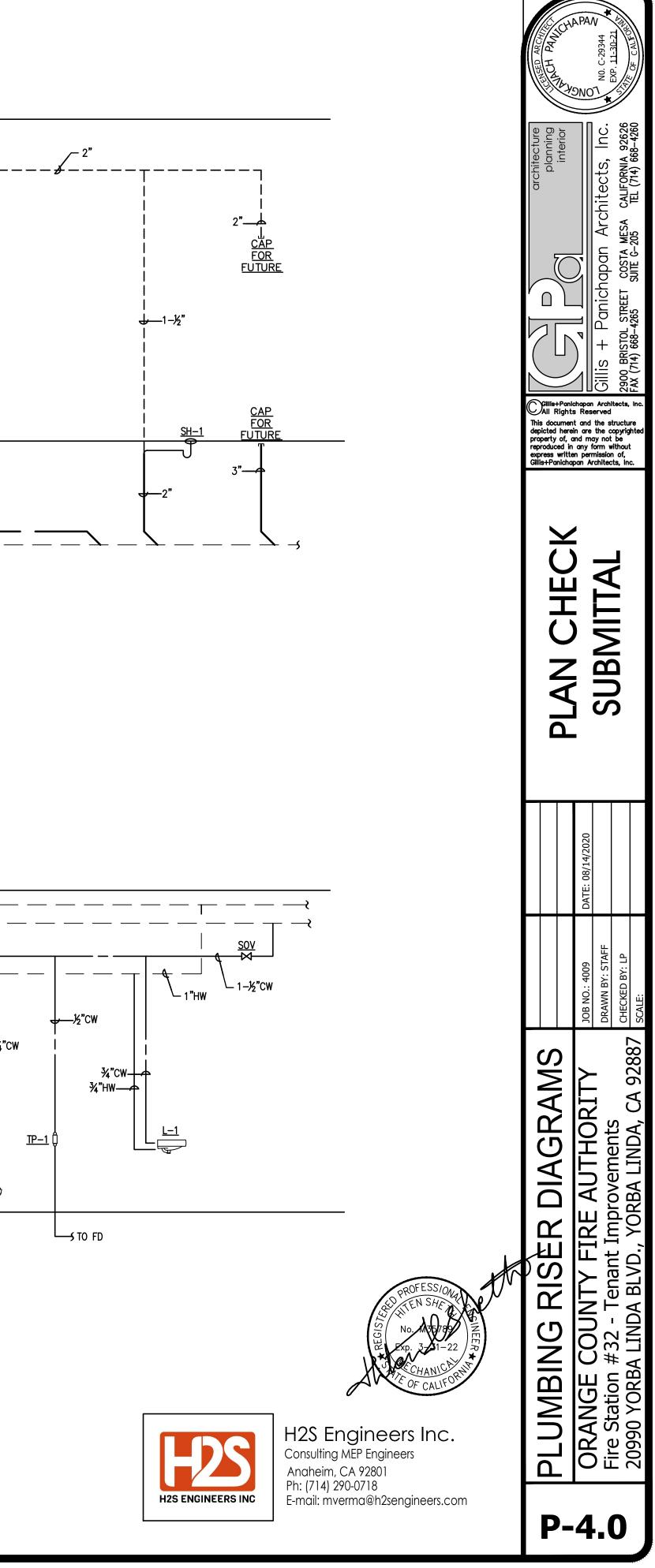






# 02 PLUMBING RISER DIAGRAM - WATER P-4.0 NTS





## 5B: OCFA FIRE STATION 32 ASBESTOS REPORT



# ASBESTOS SURVEY REPORT

# ORANGE COUNTY FIRE STATION #32 20990 YORBA LINDA BLVD, YORBA LINDA

SUBMITTED TO:

GSA/Facilities Operations County of Orange 1143 E. Fruit Street Santa Ana, CA 92701

October 1990

SUBMITTED BY:

Dynamac Corporation 5701 Lindero Canyon Road Westlake Village, CA 91362

# **ASBESTOS SURVEY REPORT**

# ORANGE COUNTY FIRE STATION #32 20990 YORBA LINDA BLVD, YORBA LINDA

SUBMITTED TO:

GSA/Facilities Operations County of Orange 1143 E. Fruit Street Santa Ana, CA 92701

October 1990

SUBMITTED BY:

Dynamac Corporation 5701 Lindero Canyon Road Westlake Village, CA 91362

# **ASBESTOS SURVEY REPORT**

# **ORANGE COUNTY FIRE STATION #32** 20990 YORBA LINDA BLVD, YORBA LINDA

Inspector:

Mark P. Tabemer

## ASSESSMENT DISCLAIMER

The conclusions and recommendations presented in this document are based on a review of EPA and OSHA regulations, commonly followed industry standards, data collected during the survey, information provided by the County of Orange, and analytical results of the bulk asbestos samples collected during the site inspection conducted by representatives of Dynamac Corporation during the autumn of 1990.

## WARRANTY

Dynamac services were performed, our findings obtained, and our recommendations prepared in accordance with generally and currently accepted engineering principles and practices. This warranty is in lieu of all other warranties either expressed or implied.

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## APPENDIX I. SURVEY RESULTS

Definitions for Table 1 Table 1 - Locations Surveyed Building Floor Plans Showing Sample Locations Table 2 - Summary Data for Friable ACBM Locations by Priority Ranking Table 3 - Summary Data for Nonfriable ACBM Locations by Priority Ranking

APPENDIX II. FIELD DATA

APPENDIX III. ANALYTICAL RESULTS

APPENDIX IV. CERTIFICATIONS OF INSPECTIONS AND MANAGEMENT PLANNERS

## A. EXECUTIVE SUMMARY

A thorough inspection of Orange County Fire Station #32, located in Yorba Linda, California, was performed on November 7, 1990, to identify and assess the condition of all onsite friable and nonfriable asbestos-containing building materials (ACBM). This inspection was performed according to Orange County and U.S. EPA guidelines. The results of this inspection and information obtained from the County (previous asbestos survey results) were used as the basis for Dynamac's recommendations for the management of all ACBM found.

No ACBM was found in the station.

No meetings were held at the site.

The station uses a forced air heating/cooling system. Fiberglass is used on all visible insulated air ducts.

The door leading from the HVAC room to the roof is a metal cased fire door. Accessing the interior of the fire door was not possible. Additionally, the roof was covered with a 1" thick insulating foam and due to its inaccessibility, the asphalt sheeting was not sampled.

1

## B. FINDINGS, DISCUSSIONS AND RECOMMENDATIONS

#### 1. <u>Purpose</u>

This Asbestos Survey Report was prepared for Orange County Fire Station #32 in accordance with the procedures established in the Request for Proposal for this contract. The report identifies the asbestos-containing building materials (ACBM) found in its buildings and presents a plan for managing the ACBM in such a manner as to protect the health and safety of its employees.

#### 2. <u>Survey Report Methodology</u>

The first step in the preparation of this report was the identification and assessment of friable and nonfriable ACBM in the Station's facilities. This was accomplished by a comprehensive physical inspection of all facilities by an AHERA-accredited inspector experienced in asbestos surveys using a checklist approved by Orange County. The inspector identified materials suspected of containing asbestos and assessed these materials and their hazard potential based on their condition and exposure potential. The materials were then classified into one of the following:

- Damaged or significantly damaged thermal system insulation
- Damaged friable surfacing material
- Significantly damaged friable surfacing material
- Damaged or significantly damaged friable miscellaneous material
- Material with potential for damage
- Material with potential for significant damage
- Any remaining friable material or friable suspected material
- Nonfriable material with potential for damage.

As appropriate, bulk samples of suspect materials were collected and analyzed to determine if the material contained asbestos. If, based on previous sampling of a material, the inspectors were certain that the material was ACBM, then no samples were taken and the material was assumed to be ACBM. If the material in question was inaccessible or in some way unable to be sampled, the material was either assumed to be ACBM or noted in the Executive Summary.

Following the inspection and assessment, all data relative to the suspect ACBM were entered into a computerized Data Management System and the results of the

2

inspection were tabulated. These tabulations were checked for accuracy by the inspectors, who corrected any errors and provided any missing data.

After the inspection and assessment data were finalized, an accredited Management Planner reviewed and evaluated the data and made response action recommendations (e.g., removal, O&M) and cost estimates for the abatement of all ACBM found in the Station (see Table 3 in each appendix). (These recommendations are those that are needed to protect the health and safety of the Station employees.) Finally, the results of the inspection, assessment, and planning were incorporated into this Survey Report.

#### 3. <u>Response Action Recommendations</u>

Response action recommendations are provided for all areas that were determined to be ACBM. All friable ACBM areas and their corresponding response action are shown in Table 2 of Appendix I. All nonfriable ACBM areas and their recommendations are shown in Table 3. These tables are identical in format and the areas are listed in descending order of their priority ranking.

description below).

Priority Ranking -

Area Use -

A description of the use of the area.

Condition -

For each homogeneous area that was friable and found to be ACBM, the inspectors assessed the condition and type of material and assigned it to one of the following categories:

A value used to prioritize recommended response

actions among a group of ACBM locations (see detailed

- (1) Damaged or significantly damaged thermal system insulation ACBM
- (2) Damaged friable surfacing ACBM
- (3) Significantly damaged friable surfacing ACBM
- (4) Damaged or significantly damaged friable miscellaneous ACBM
- (5) ACBM with potential for damage
- (6) ACBM with potential for significant damage
- (7) Any remaining friable ACBM or friable suspected ACBM
- (8) Any nonfriable ACBM with potential for damage.

Recommendation - Dynamac's recommendation for the appropriate response action for this ACBM area.

Estimated -Abatement Cost Dynamac's estimate of the cost required to abate this area on an individual basis. This cost may be reduced if abatement were to occur in conjunction with other ACBM areas in the building. These costs do not include the cost of any replacement materials, air monitoring, project design, or project supervision.

#### Priority Ranking

The priority ranking system is a tool used to prioritize recommended response actions in areas where friable ACBM has been located. The system has been developed specifically for ranking ACBM response action recommendations in accordance with AHERA guidelines. The system has been tested for validity on a number of school inspections and found to rank ACBM hazard potential reasonably well and in line with expert judgment.

The ranking system is based on eight factors that are determined from the asbestos survey and laboratory analysis of bulk samples. Once the eight factors have been evaluated, the overall priority ranking is given by:

Priority Ranking = (PR1 + PR2 + PR3 + PR4 + PR5 + PR6 + PR7) x PR8

where:

PR1 = "friability" value PR2 = "exposure potential" value PR3 = "condition" value PR4 = "quantity" value PR5 = "percent asbestos" value PR6 = "people exposed" value PR7 = "area type" value PR8 = "asbestos or not" value

The priority ranking system is not designed to unequivocally rank all areas according to potential risk. Rather, it is a decision-making tool that can be used as a guide for allocating financial resources for asbestos abatement actions. Other factors, such as public perception, preexisting renovation schedules, and changes in building functions, are not included in the rating system and must be taken into account in scheduling abatement.

#### 4. Inspectors and Accreditations

The asbestos survey of all Station facilities covered under this contract was conducted by an AHERA-accredited inspector experienced in asbestos surveys. The inspector has reviewed the data contained in this report and has verified its accuracy.

### 5. Laboratory Anlayses

All bulk samples were analyzed for asbestos type and percentage content using Polarized Light Microscopy (PLM) coupled with dispersion staining. Appropriate blanks and split samples were analyzed to provide quality control. The analyses were performed by laboratories accredited by EPA to perform PLM Bulk Asbestos Analysis (NVLAP) under AHERA. The laboratories used in this project were:

Forensic Analytical Specialties, Incorporated 3777 Depot Road, Suite 409 Hayward, California 94545

Precision Micro-Analysis 5685-A Power Inn Road Sacramento, CA 95824

The sample results are shown in Table 1 (for all areas surveyed) and Tables 2 and 3 (for those areas determined to be ACBM) in Appendix I. The laboratory reports of the sample analyses are provided in the Appendix III - Analytical Results.

## APPENDIX I

## SURVEY RESULTS

Definitions for Table 1

Table 1 - Locations Surveyed

Building Floor Plans Showing Sample Locations

Table 2 - Summary Data for Friable ACBM Locations by Priority Ranking

Table 3 - Summary Data for Nonfriable ACBM Locations by Priority Ranking

#### **DEFINITIONS FOR TABLE 1**

Table 1 lists the following characteristics:

Record Number — The code assigned to each homogeneous area inspected, which consists of:

xxx - yy - zz Station code - Building code - Area code

Location of Area — A room number or general classification of the area within the building.

Exposure Potential — An assessment of the potential for human exposure at each area. The exposure categories are:

Accessible-Occupied Accessible-Unoccupied Inaccessible-Likely Inaccessible-Unlikely

 Occupied means any place regularly occupied by any person.

 Inaccessible means any place that cannot be reached without considerable effort (i.e., pipe chase, on a roof, above a plaster ceiling, in a ventilation duct).

 Likely/unlikely refers to the possibility that asbestos fibers will be carried in an air passageway (or by other means) to an occupied area.

Form —

A description of the general texture or composition of the material.

Function – A description of the type and/or use of the identified material.

Friability – An evaluation of the material's ability to be crumbled, pulverized, or reduced to powder by hand pressure (High, Moderate, Low, or Non).

Sq. ft./Linear ft./ — An estimation of the amount of material, where applic-No. of fittings able, in square feet (area) or linear feet (pipe length, stack height), or number of pipe fittings. Sample Number - If samples were taken of the material, sample numb e r s were assigned. If no sample number is displayed, then the material was assumed to contain asbestos based on the familiarity of the inspector with this material or previous results.

Percent Asbestos – If samples were taken for an area, each was analyzed for asbestos content. The results are shown here as:

- weight percentage by type of asbestos or
- TR for trace amounts (less than 1%) or
- ND for none detected.

Comments —

Any additional description required for the material as well as any other sources of material found in the building.

Following Table 1 in each appendix is a building floor plan showing where the samples were taken.

RECORD BUILDING NAME	LOCATION	FRIABILITY	EXPOSURE	FORM	FUNCTION	SQUARE FEET			PERCENT. ASBESTOS	MATERIAL DESCRIPTION CO
OC32-01-01 STATION #32	ALL WALLS AND CEILINGS THROUGHOUT THE BUILDING EXCEPT THE APPARATUS ROOM CEILING. BENEATH SPRAYED-ON ACOUSTICAL CEILING IN DORMITORY, MULTI-PURPOSE ROOM, STUDY, WATCH ROOM, ENTRY, HALL AND CAPTAIN'S OFFICE	NON	ACCESSIBLE - OCCUPIED	SHEET	SMOOTH WALL	12000		OC- 190	ND .	4' X 8' SHEETS OF DRYWALL.
OC32-01-02 STATION #32	CEILINGS OF DORMITORY, MULTI-PURPOSE ROOM, STUDY, WATCH ROOM, ENTRY AND HALL	LOW	ACCESSIBLE - OCCUPIED	SPRAYED-ON MATERIAL	ACOUSTICAL CEILING	1300		0C- 161 0C- 178 0C- 191	ND ND ND	SPRAYED-ON ACOUSTICAL CEILING PLASTER.
OC32-01-03 STATION #32	VISITORS/WOMEN'S RESTROOM	NON	ACCESSIBLE - OCCUPIED	SHEET	VINYL Sheeting	75	I	DC-196		BEIGE AND WHITE VINYL SHEETING.
OC32-01-04 STATION #32	KITCHEN	NON	ACCESSIBLE - OCCUPIED	TILE	VINYL FLOOR TILES	160		DC-186		12" X 12" BEIGE VINYL TILE WITH LIGHT GRAY AND WHITE STREAKS.
OC32-01-05 STATION #32	BUILDING EXTERIOR	NON		SPRAYED-ON MATERIAL	ROUGH WALL	2500	C	DC-177		BEIGE PAINTED EXTERIOR ROUGH WALL PLASTER.
OC32-01-06 STATION #32	ENTRY, WATCH ROOM, AND CAPTAIN'S OFFICE	NON	ACCESSIBLE - OCCUPIED	TILE	VINYL FLOOR TILES	210	C	00-197		12" X 12" GRAY AND WHITE VINYL TILE.

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#### TABLE 1. SUSPECT LOCATIONS SURVEYED FOR 20990 YORBA LINDA BLVD, YORBA LINDA

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## BUILDING FLOOR PLANS SHOWING SAMPLE LOCATIONS

## (SEE APPLICABLE DRAWINGS SUBMITTED SEPARATE FROM SURVEY REPORT)

APPENDIX II FIELD DATA

#### SAMPLING AREA

STATION 32 YORBA LINDA

SCHOOL CODE - BUILDING CODE OC 32 - 01

AREA CODE	LOCATION	EXP POT	AREA USE	FORM	FRI	COND	FUNCT	AMOUNT	PIPE	SAMPLE #	BY	MATERIAL DESCRIPTION	COMMENTS
¢ι	and wards and Certings throughout THE Bindoing ERCEPT THE		ÉB	Sit	M	ł	Sw	12000 S	Diameter Fittings	01-190_	mor	4'X8' SHEETS OF DRYWAI/	
	Appin RATUS Room BENERIT BRRAYED-ON ACOUSTICAL COTLING		eeli	19.					Diameter Fittings				
	Multipur pose Multipur pose Room Study, WATCH ROOM, Entry, Itall		ÐC	apł	AIN	; OT	Ficé		Diameter Fittings				
Øд	Cerlings of Dormitory, Multi-purpose Room, 5 rudy, WATCH Riem	-AO	DF	50	L	¢5		র∞ হ	Diameter Fittings	(X-16) DC-1719 (X-19)	MPT MPT MPT	Sprayed-ON acoustical Gerling Plaster	
			/						Diameter Fittings				

For all friable surfacing ACM, all damaged or significantly damaged ACM and any ACM likely to be removed, please include in comments: (a) Size of room (length) x (width) x (height); (b) presence/absence of carpet; and (c) whether the ACM is all in one area or is broken up into several smaller sections. Describe extent of damage.

DATE

INSPECTED BY

SIGNATUR

INSPECTED BY

SIGNATURE

STATION 32, YORBA LINDA OC32-01 ASBESTOS SURVEY CHECKLIST Fire doors Insulated windows Window panels ALESS FROM ROOF TO STOCALE/MELH Cloself - Completely Seeled -Meter Outer CasiNe - Could not 1. Doors/Windows a. b. Window panels с. × Acress d. 2. Ceilings Acoustic tile a. 🗡 Lay-In panels b. Sound-absorbing panels с. d. Spray-on material Trowel-on material e. f. Walls/Wall Coverings 3. Plaster a. b. /Drywall Wall/ceiling boards K Patching compound 2. 🕂 Caulking/sealant 3. 🔂 Plastic cement 4. V Joint fillers Typet Muco 5. Transite boards с. Sound-absorbing panels d. Cement panels e. f. Insulating panels q. Floor Coverings 4. Floor tiles a. Floor tile mastic b. Underneath of carpeting с. d. 5. Equipment Range/stove exhaust vent ducts Tim a. Ь. c.

3865J-1 GF:1p 04-13-90

Furnishings

📉 Stage curtains a. b. с. 7. **HVAC** Ductwork 1. X Interior lining a.  $\frac{V}{V} = \frac{1}{2} \frac{$ 2. 3. 4. 5. ∧ Sleeves/chasis b. c. Air handling units  $\chi$  Air mixing/filter box 1. 2. Exhaust fan box V Unit heater 3.  $\frac{1}{V}$  Unit heater backing  $\frac{1}{V}$  Flexible joints, tape seals No Acm formo Room/office induction units 4. 5. d. 8. Boiler Header a. Breeching/exhaust stack b. Front plate c. N/A-Expansion joints d. Combustion chamber e. f. Converter Expansion tank g., Chiller and Associated Equipment (including cooling tower) 9. NA Side panels a. - Fill b. с. 10. Hot Water ⊁ Heater a. Generator Ь.  $\overline{\gamma}$ Receiver tank с.  $\frac{1}{\sqrt{2}}$  Heat exchangers d.  $\frac{\sqrt{2}}{\sqrt{2}}$  Domestic hot water tank No Acm four e.

6.

#### 11. Pipe Insulation

ℜ Cold water a. Hot water (circulating) b. All Visible Dipes/fittings were bes Either bare or fibergless c. d. Steam Drainage/sanitary pipes C Rain leader/interior downspouts e.

- 12. Structural Fireproofing
- 13. 7 Elevator Shafts
- Electrical System 14.

Roof - Could not somple - Specyed in 111 thicks Insulating Form - Aghatt Sheeting base

Inspector Signature

Inspection Firm

3865J-3 GF:1p 04-13-90

#### APPENDIX III

#### ANALYTICAL RESULTS



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#### Bulk Asbestos Analysis Summary

Client: Dynamac 5701 Lindero Canyon Rd. Westlake Village, CA 91	362		Client ID: Report Number: Date Received: Date Examined:	541518 11/12/90
P.O./Job ID: 24946/6191 Site: Station 32	-002 , Yorba Linda			
Sample Number Location/Description	Lab Number	Asbestos		type)
0C-161 0C32-01	59009617	Non-Det.%	•	
OC-177 OC32-01	59009618	Non-Det.%		
0C-178 _ 0C32-01	59009619	Non-Det.%		
0C-186 0C32-01	59009620	Non-Det.%		
0C-190 0C32-01	59009621	Non-Det.%		
0C-191 0C32-01	59009622	Non-Det.%		
0C-196 0C32+01	59009623	Non-Det.%		
0C-197 0C32-01	59009624	Non-Det.%		

Analytical Method: 40 CFR 763, Subpart F, Appendix A (AHERA) 

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#### See Reverse for Explanation of Terms and Reporting Practices

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San Francisco Office: 3777 Depot Road, Suite 409, Hayward, California 94545 • Telephone: 415/887-8828 800/827-FASI Fax: 415/887-4218 Los Angeles Office: 19443 Laurel Park Road, Suite 101. Rancho Dominguez, California 90220 • Telephone: 213/263-2374 Fax: 213/263-8684

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#### Bulk Material Analysis

Dynamac		lumber: 5117
5701 Lindero Canyon Rd., Suite 1-201 Vestlake Village, CA 91362	Date Red	Number: 541518 Seived: 11/12/90 Amined: 11/13/90
Lab Number: 59009617 Sample Number: OC-161 2.0./Job ID: 24946/6191-002		Analyst: RV
Site: Station 32, Yorba Linda		
Location; OC32-01		
Gross Description: Beige semi-fibrous	powder.	
Comments:	· · · · · · · · · · · · · · · · · · ·	
den managed a Den and a beta a		
alcroscopic Description		
دار این اور این اور این اور این اور این	*****	
TOTAL ASBESTOS PRESENT: Chrysotile	Non-Det.%	Non-Det. 8
TOTAL ASBESTOS PRESENT: Chrysotile Amosite	Non-Det.% Non-Det.%	Non-Det. %
TOTAL ASBESTOS PRESENT: Chrysotile	Non-Det.%	Non-Det. §
TOTAL ASBESTOS PRESENT: Chrysotile Amosite	Non-Det.% Non-Det.%	Non-Det.%
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite	Non-Det.% Non-Det.% Non-Det.% %	
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL I Cellulose	Non-Det.% Non-Det.% Non-Det.% %	Non-Det.% 1+5 %
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL	Non-Det.% Non-Det.% Non-Det.% % %	
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL 1 Cellulose	Non-Det.% Non-Det.% Non-Det.% % PRESENT: 1-5 %	
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL I Cellulose	Non-Det.% Non-Det.% Non-Det.% % PRESENT: 1-5 % Non-Det.% %	1-5 %
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL Cellulose Fibrous Glass	Non-Det.% Non-Det.% Non-Det.% % PRESENT: 1-5 % Non-Det.% %	1-5 %
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL Cellulose Fibrous Glass TOTAL NON-ASBESTOS NON-FIBROUS MATER	Non-Det.% Non-Det.% Non-Det.% % PRESENT: 1-5 % Non-Det.% % %	1-5 %
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL Cellulose Fibrous Glass TOTAL NON-ASBESTOS NON-FIBROUS MATER	Non-Det.% Non-Det.% Non-Det.% % PRESENT: 1-5 Non-Det.% % % IAL PRESENT: 95-99 %	1-5 %
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL Cellulose Fibrous Glass TOTAL NON-ASBESTOS NON-FIBROUS MATER	Non-Det.% Non-Det.% Non-Det.% % PRESENT: 1-5 Non-Det.% % % IAL PRESENT: 95-99 %	1-5 %

Matelde Antello

Matilde Autilion, Laboratory Supervisor, Rancho Domingner Laboratory

Acalytical method: 40 CFR 763, Subpart F, Appendix A (ABBRA)

See Reverse for Explanation of Terms and Reporting Practices

San Francisco Office: 3777 Ocput Road, Suite 409, Hayward, California 94545 • Telephone: 415/887-8828 800/827-FASE Fax: 415/887-4218 Tos Angeles Office: 19443 Laurel Park Road, Suite 101, Rancho Dominguez, California 90220 • Telephone: 213/763-2374 Fax: 213/763-8684



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Forensic Analytical Specialties, Incorporated Analytical Report

#### Bulk Material Analysis

Client: Dynamac			Number: Number:		
5701 Lindero Canyon Rd., Suite 1-201 Yestlake Village, CA 91362			ceived: amined:		
Lab Number: 59009618 Sample Number: OC-177 P.O./Job ID: 24946/6191-002 Site: Station 32, Yorba Linda			Analyst	ı RV	
Location: 0C32-01					
Gross Description: Brown cementitious mat	erial.				
Comments					
Microscopic Description					
TOTAL ASBESTOS PRESENT		and but had bet and be	. 644 884 894 954 454 454 454 454	Non-Det	
Chrysotile	Non-De	t.%			
Amosite	Non-De				
Crocidolite	Non-De	t. * *			
TOTAL NON-ASBESTOS FIBROUS MATERIAL PRE		e		1-5	95
Cellulose Fibrous Glass	1-5 Non-De	¥ د. ۶ ۶			
TOTAL NON-ASBESTOS NON-FIBROUS MATERIAL Unspecified Particulates	PRESEN	Tı		95~99	£
Micaceous Minerals	90-95 1-5	1. 21. 32. 34. 34.			
	م عمد عمد .	-			
Matilde Ant	tellon	ering da galanda ar na manufa da	umanandan na tunanan		
Katilde Antillon, Laboratory Supervisor, R.	aacho Domingu	uez Labora	Lory		- +

See Reverse for Explanation of Terms and Reporting Practices San Francisco Office: 3777 Depot Road. Suite 409, Hayward, California 94545 • Telephone: 415/887-8828\_800/827-FASE Fax: 415/887-4218 Los Angeles Office: 19443 Faurel Park Road, Suite 101, Rancho Dominguez, California 90220 • Telephone: 213/763-2374\_Fax: 213/763-8684

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Forensic Analytical Specialties, Incorporated Analytical Report

#### Bulk Material Analysis

Client: Dynamac		nber: 5117
5701 Lindero Canyon Rd., Suite 1-201 Westlake Village, CA 91362	Date Recei	aber: 541518 ived: 11/12/90 ined: 11/13/90
Lab Number: 59009619 Sample Number: OC-178 P.O./Job ID: 24946/6191-002 Site: Station 32, Yorba Linda	אמא איז איז איז איז איז איז איז איז איז אי	alyst: RV
Location: 0C32-01		
Gross Description, Beige semi-fibrous po	wder.	
Comments:		
Hicroscopic Description		
TOTAL ASBESTOS PRESENT:		Non-Det.%
Chrysotile	Non-Det.%	
Amosite Crocidolite	Non-Det.% Non-Det.%	
	8	
	8	
TOTAL NON-ASBESTOS FIBROUS MATERIAL PR	ESENT:	1+5 %
Cellulose	1-5 %	
Fibrous Glass	Non-Det.%	
	ę	
	8	
TOTAL NON-ASBESTOS NON-FIBROUS MATERIA	L PRESENT.	95-99 %
Unspecified Particulates	95-99 %	
	2	
	*	
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Natilde Antillon, Laboratory Supervisor, Rancho Dominguez Laboratory

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Analytical method: 40 CPR 763, Subpart P, Appendix A (AHERA)

See Reverse for Explanation of Terms and Reporting Practices

San Francisco Office: 3777 Depot Road, Suite 409, Hayward, California 94545 • Telephone: 415/887-8828 800/827-FASF Fax: 415/887-4218 Los Angeles Office: 19443 Faurel Park Road, Suite 101, Rancho Dominguez, California 90220 • Telephone: 213/763-2374 Fax: 213/763-8684

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#### Bulk Material Analysis

	<del></del>			
Client: Dynamac	aidaut 1	Number;	E1.**	
Ynamac		Numper:		
701 Lindero Canyon Rd., Suite 1-201		ceived		
estlake Village, CA 91362		amined:		
ab Number: 59009620		Analysti	RV	
ample Number: OC-186				
.0./Job ID: 24946/6191-002 ite: Station 32, Yorba Linda				
ocation: OC32-01				
ross Description: Beige floor tile with	black adhesiv	в.		
Comments:				
licroscopic Description			•	
TOTAL ASBESTOS PRESENT:		N	lon-Det	. 9
Chrysotile	Non-Det.%	•		
Amosite	Non-Det.%			
Crocidolite	Non-Det.%			
	\$ <b>\$</b>			
	•			
TOTAL NON-ASBESTOS FIBROUS MATERIAL PRE		1	5-20	*
Cellulose	15-20 %			
Fibrous Glass	Non-Det. t			
	5 5			
TOTAL NON-ASBESTOS NON-FIBROUS MATERIAL		· 6	10-85	\$
Unspecified Particulates	80-85 %			
	\$ \$			
	<b>\$</b>			
سو بيو بو به بو بو بن غن غر به بو به	<b>887 879 80 90 90</b> -			
Matulde An			, <u> </u>	
Natilde Autillon, Laboratory Supervisor, Ra	ncho Doninguez Laborat	ory	ب بد بد بد بد بد	
Analytics1 method; 40 CFR 763, Subpart 1	F, Appendix A (AHERA)			
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See Reverse for Explanation of Terms	and Reporting Practices			

See Keverse for Explanation of Terms and Reporting Fractices San Francisco Office: 3777 Depot Road, Suite 409, Hayward, California 94543 • Telephone: 415/887-8828 800/827-FASL Fax: 415/887-4218 Los Angeles Office: 19443 Laurel Park Road, Suite 101, Rancho Dominguez, California 90220 • Telephone: 213/763-2374, Fax: 213/763-8684

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Forensic Analytical Specialties, Incorporated Analytical Report

#### Bulk Material Analysis

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lient: ynamac	Milant Mus	mber: 5117
Andrea		mber: 541518
701 Lindero Canyon Rd., Suite 1-201		ived: 11/12/90
estlake Village, CA 91362		ined: 11/13/90
ab Number: 59009621		alyst: RV
ample Number: OC-190		
.0./Job ID: 24946/6191-002		
ite: Station 32, Yorba Linda		
ocation: OC32-01		
ross Description: White semi-fibrous po	wder.	
Comments:		
deroscopic Description		
ficroscopic Description		سر ور رس ور مر ور مر ور
		Non-Det. 1
	Non-Det.%	Non-Det. 1
TOTAL ASBESTOS PRESENT: Chrysolile Amosile		Non-Det. 1
TOTAL ASBESTOS PRESENT: Chrysolile	Non-Det.%	Non-Det. 1
TOTAL ASBESTOS PRESENT: Chrysotile Amosite	Non-Det.% Non-Det.% Non-Det.% %	Non-Det. 1
TOTAL ASBESTOS PRESENT: Chrysolile Amosile	Non-Det.% Non-Det.% Non-Det.%	Non-Det. 1
TOTAL ASBESTOS PRESENT: Chrysolile Amosile	Non-Det.% Non-Det.% Non-Det.% %	Non-Det. 1 20-25
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite	Non-Det.% Non-Det.% Non-Det.% %	
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL PR	Non-Det.% Non-Det.% Non-Det.% % Sesent:	
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL PR Cellulose	Non-Det.% Non-Det.% Non-Det.% % ESENT: 20-25 %	
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL PR Cellulose	Non-Det.% Non-Det.% Non-Det.% % ESENT: 20-25 % Non-Det.%	
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL PR Cellulose	Non-Det.% Non-Det.% Non-Det.% % ESENT: 20-25 % Non-Det.% %	20-25
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL PR Cellulose Fibrous Glass	Non-Det.% Non-Det.% Non-Det.% % ESENT: 20-25 % Non-Det.% %	20-25
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL PR Cellulose Fibrous Glass TOTAL NON-ASBESTOS NON-FIBROUS MATERIA	Non-Det.% Non-Det.% Non-Det.% % ESENT: 20-25 % Non-Det.% % % AL PRESENT: 75-80 % %	20-25
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL PR Cellulose Fibrous Glass TOTAL NON-ASBESTOS NON-FIBROUS MATERIA	Non-Det.% Non-Det.% Non-Det.% % ESENT: 20-25 % Non-Det.% % AL PRESENT: 75-80 %	20-25

Matilde Artella

Hatilde Autillon, Laboratory Supervisor, Rancho Dominguez Laboratory

Analytical method: 48 CFR 763, Subpart F, Appendix A (AHBRA)

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#### Bulk Material Analysis

lient; )ynamac 5701 Lindero Canyon Rd., Suite 1-201 Vestlake Village, CA 91362	Report Nu Date Rece	naber: 5117 Imber: 541518 Sived: 11/12/90 Sined: 11/13/90
ab Number: 59009622 Sample Number: OC-191 P.O./Job ID: 24946/6191-002 Site: Station 32, Yorba Linda	A)	nalysti RV
location: 0C32-01		
cross Description: Beige semi-fibrous po	wder.	
Comments:	• •	
. ORREHLSI		
ficroscopic Description		
TOTAL ASBESTOS PRESENT:		Non-Det.%
Chrysotile	Non-Det.%	NON-DEC. S
Amosite	Non-Det.%	
Crocidolite	Non-Det.%	
	9 8	
TOTAL NON-ASBESTOS FIBROUS MATERIAL PH	RESENTI	1-5 %
Cellulose	1~5 %	
Fibrous Glass	Non-Det.%	
	<b>4</b>	
TOTAL NON-ASBESTOS NON-FIBROUS MATERIA	AL PRESENT:	95-99 %
Unspecified Particulates	95-99 %	
<b>.</b>	8	
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Matilde An	Tala.	~ ~ ~ ~ ~ ~ ~ ~
		12 W ANN AL W T
Matilde Antillon, Laboratory Supervisor,	VAUCRA NAWIEGES PSDOLUCOI	Y

Analytical method: 40 CFR 763, Subpart F, Appendix A (ARBRA)

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#### Material Analysis Bulk

lient: ynamac		ent Number:	
701 Lindero Canyon Rd., Suite 1-201 estlake Village, CA 91362	Dat	ort Number: e Received: e Examined:	11/12/90
ab Number: 59009623 ample Number: OC-196 .0./Job ID: 24946/6191-002 ite: Station 32, Yorba Linda		Analyst	i RV
ocation: OC32-01			
ross Description: Off-white linoleum	with brown p	aper backin	g.
omments:			
licroscopic Description	یت وی مورد می ورد چو بود اور	بسم منه مرد بله الله وقد الله الله الله الله	
ین میں ایس	مر برد مر بر مر مر مر بر مر مر مر مر مر مر مر مر مر مرد مر مر مر مر مر مر مر مر مر		Non-Det.%
TOTAL ASBESTOS PRESENT: Chrysotile	Non-Det.	*	Non-Det.%
TOTAL ASBESTOS PRESENT: Chrysotile Amosite	Non-Det.	*	Non-Det.%
TOTAL ASBESTOS PRESENT: Chrysotile		\$ *	Non-Det.%
TOTAL ASBESTOS PRESENT: Chrysotile Amosite	Non-Det.	*	Non-Det. 1
TOTAL ASBESTOS PRESENT: Chrysotile Amosite	Non-Det. Non-Det.	8 36 86 86	Non-Det.% 25-30 %
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL Cellulose	Non-Det. Non-Det. PRESENT: 25-30	48 36 56 56	
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL	Non-Det. Non-Det. PRESENT:	18 18 18 18 18 18 18 18 18 18 18 18 18 1	
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL Cellulose	Non-Det. Non-Det. PRESENT: 25-30	48 36 56 56	
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL Cellulose Fibrous Glass TOTAL NON-ASBESTOS NON-FIBROUS MATE	Non-Det. Non-Det. PRESENT: 25-30 Non-Det. RIAL PRESENT:	18 18 18 18 18 18 18 18 18 18 18 18 18 1	
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL Cellulose Fibrous Glass	Non-Det. Non-Det. PRESENT: 25-30 Non-Det.	18 18 18 18 18 18 18 18 18 18 18 18 18 1	25-30 %
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL Cellulose Fibrous Glass TOTAL NON-ASBESTOS NON-FIBROUS MATE	Non-Det. Non-Det. PRESENT: 25-30 Non-Det. RIAL PRESENT:	<ul> <li>● ●</li> <li>● ●</li></ul>	25-30 %
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite TOTAL NON-ASBESTOS FIBROUS MATERIAL Cellulose Fibrous Glass TOTAL NON-ASBESTOS NON-FIBROUS MATE	Non-Det. Non-Det. PRESENT: 25-30 Non-Det. RIAL PRESENT:	48 36 36 96 96 96 96 96 96 96 96 96 96 96 96 96	25-30 %

Matilde Antellon

Matilde Antillon, Laboratory Supervisor, Rancho Dominguez Laboratory

Analytical method: 40 CFR 763, Subpart F, Appendix A (ABERA) and the second and the second s

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#### Bulk Material Analysis

Client; Dynamac	Client Number Report Number	
5701 Lindero Canyon Rd., Suite 1-201 Westlake Village, CA 91362	Date Received Date Examined	· · · · · · · · · · · · · · · · · · ·
Lab Number: 59009624 Sample Number: OC-197 P.O./Job ID: 24946/6191-002 Site: Station 32, Yorba Linda	Analy	st; RV
Location: OC32-01		
Gross Description: Off-white floor tile,		
Comments:		
Microscopic Description		~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~
TOTAL ASBESTOS PRESENT: Chrysotile Amosite Crocidolite	Non-Det.% Non-Det.% Non-Det.% %	Non-Det.%
TOTAL NON-ASBESTOS FIBROUS MATERIAL PRES Cellulose Fibrous Glass	SENT: 5-10 % Non-Det.% %	5-10 %
TOTAL NON-ASBESTOS NON-FIBROUS MATERIAL Unspecified Particulates	PRESENT ; 90-95 % % %	90-95 %
Matelda Ant Natilde Antillon, Laboratory Supervisor, Ra	acho Dominguez Laboratory	~ ~ ~ ~ ~ ~
Aualytical method: 40 CYR 763, Subpart M	P, Appendix A (ANBRA)	

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#### APPENDIX IV

#### CERTIFICATIONS OF INSPECTORS

## DYNAMAC RATION

## DYNAMAC TRAINING CENTER

THIS CERTIFIES THAT:

MARK TABERNER

has completed a four-hour AHERA/EPA-approved annual refresher course for

## Inspecting Buildings for Asbestos-Containing Materials



**Dynamac Corporation** 5701 Lindero Canyon Road, Ste. 1-201 Westlake Village, CA 91362 (818) 597-1061

Course Date: February 22, 1990 Expiration Date: February 21, 1991 Social Security No.: 011-38-0607 ID Number: RI 9010

STATION 32 YORBA LINDA

SAMPLING AREA

SCHOOL CODE - BUILDING CODE \_

OC32- Ø1

AREA	LOCATION	EXP POT	AREA USE	FORM	FRI	COND	FUNCT	AMOUNT	PIPE	SAMPLE #	BY	MATERIAL DESCRIPTION	COMMENTS
CODE	VISITORS/ WOMENS R.R	P01	032						Diameter	<del>x 3</del>	,, er	Beige And Whik	
Øз		AO	RR	S14	Z		VS	75	Fittings	0i-196	mer	Viny / SHEETING	
ΨJ								Ś		6 0	. 0	1746dl Paran	
	KITCHEN, Entre unrit							160	Diameter	0:-186	mtr	12"XII" Beige VT w/ Light GRAY and White STREAKS	•
Ø4	ROOTH AND CAPTAINS	AO	OF	TI	$\dot{N}$	_	YT		Fittings			STREAKS	
	DEFICE							S	Diameter	06-177	mar	Baye Partes	
Ø5-	BUILDING Exterior	Ao	os	50	N		RW	755C	Fittings			Esterior Rugh Warr Plaster	
K)								S	rittings				
	ROOF		0				200		Diameter				
ØG		AC	RF	SH	$\sim$		RF		Fittings				
								5					
	Entry, Water Room AND CAPTAINS OFFICE						VT	210	Diameter	02-197	mer	12"x12" GRAY MI White VT	1
Øb	CAPTAINS	AO	OF	TI	N	-	✓ /		Fittings				
. 4	OFFICE										L		I

For all friable surfacing ACM, all damaged or significantly damaged ACM and any ACM likely to be removed, please include in comments: (a) Size of room (length) x (width) x (height); (b) presence/absence of carpet; and (c) whether the ACM is all in one area or is broken up into several smaller sections. Describe extent of damage.

DATE

TARPINE INSPECTED BY

SIGNATURE

INSPECTED BY

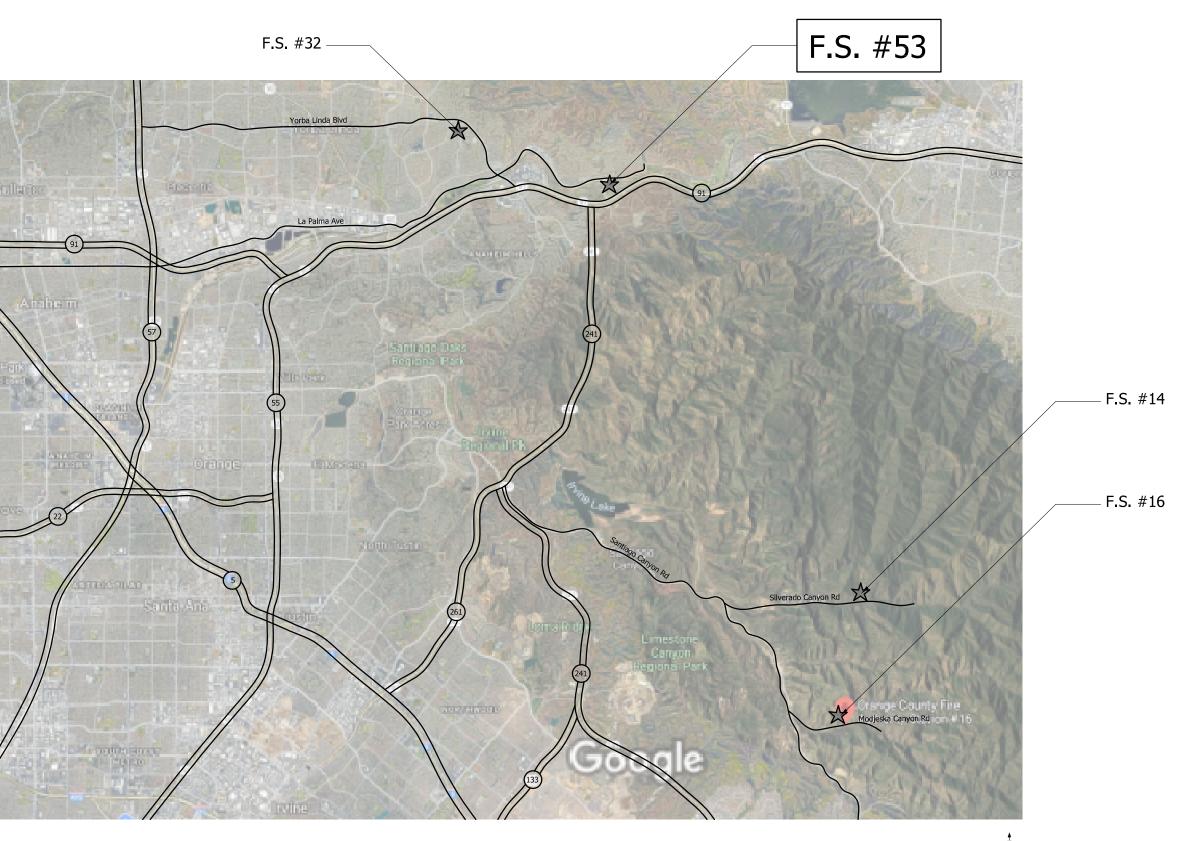
SIGNATURE

#### 5C: OCFA FIRE STATION 53 PERMIT SET

# **ORANGE COUNTY FIRE AUTHORITY**

## GILLIS + PANICHAPAN ARCHITECTS, INC.

Jack Panichapan, AIA PRINCIPAL-IN-CHARGE



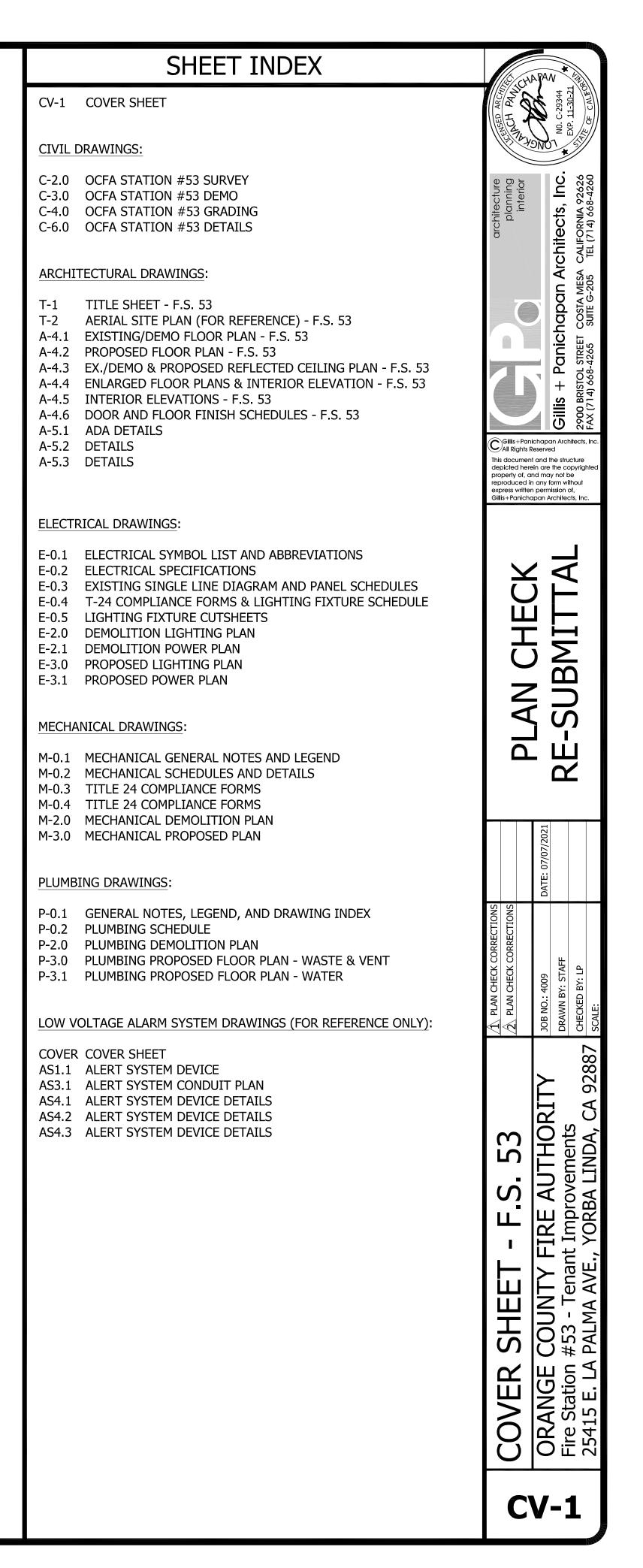
VICINITY MAP (NOT TO SCALE)

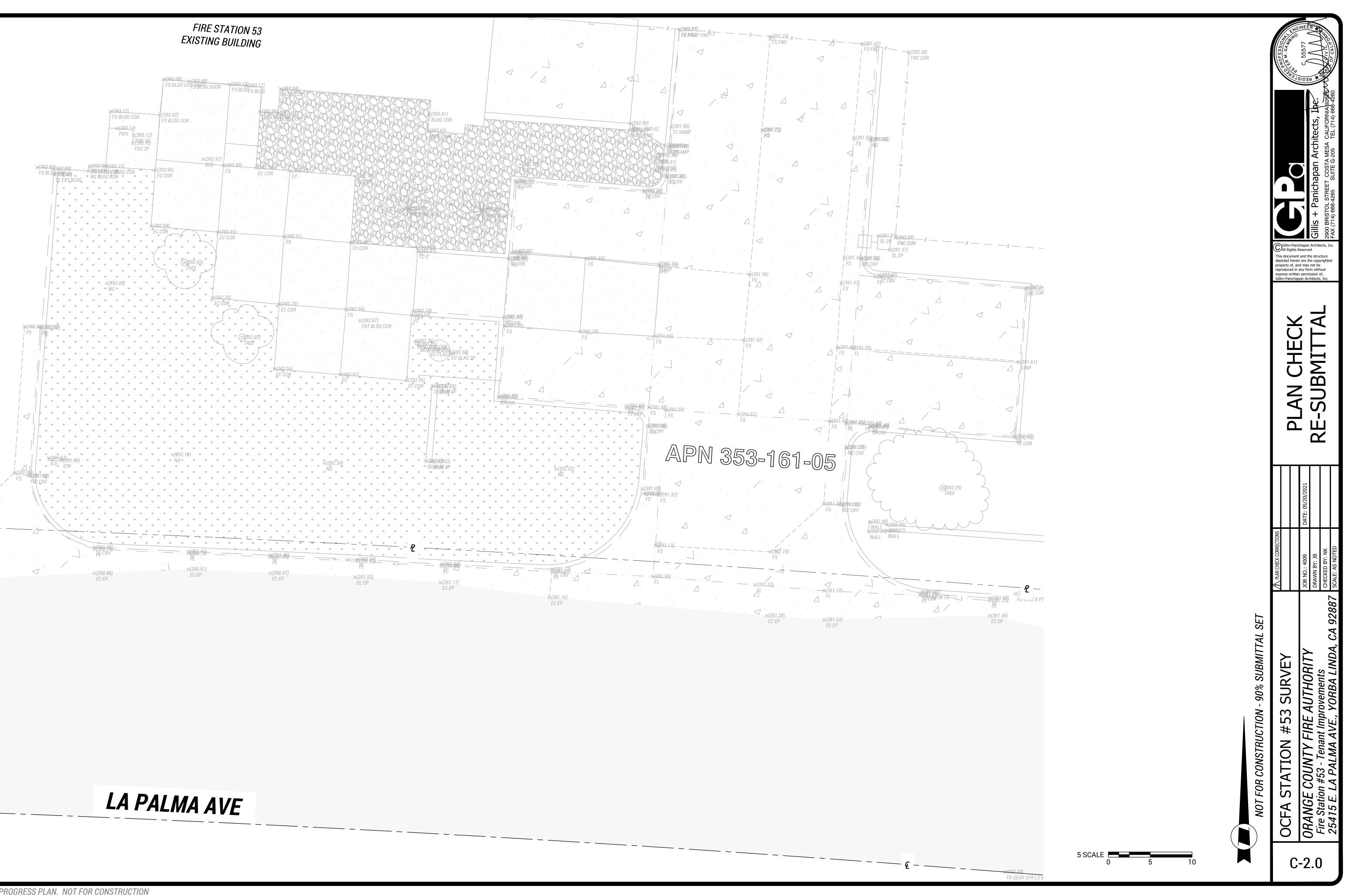
## FIRE STATION FACILITIES -**TENANT IMPROVEMENTS** PROJECT NO. 4009

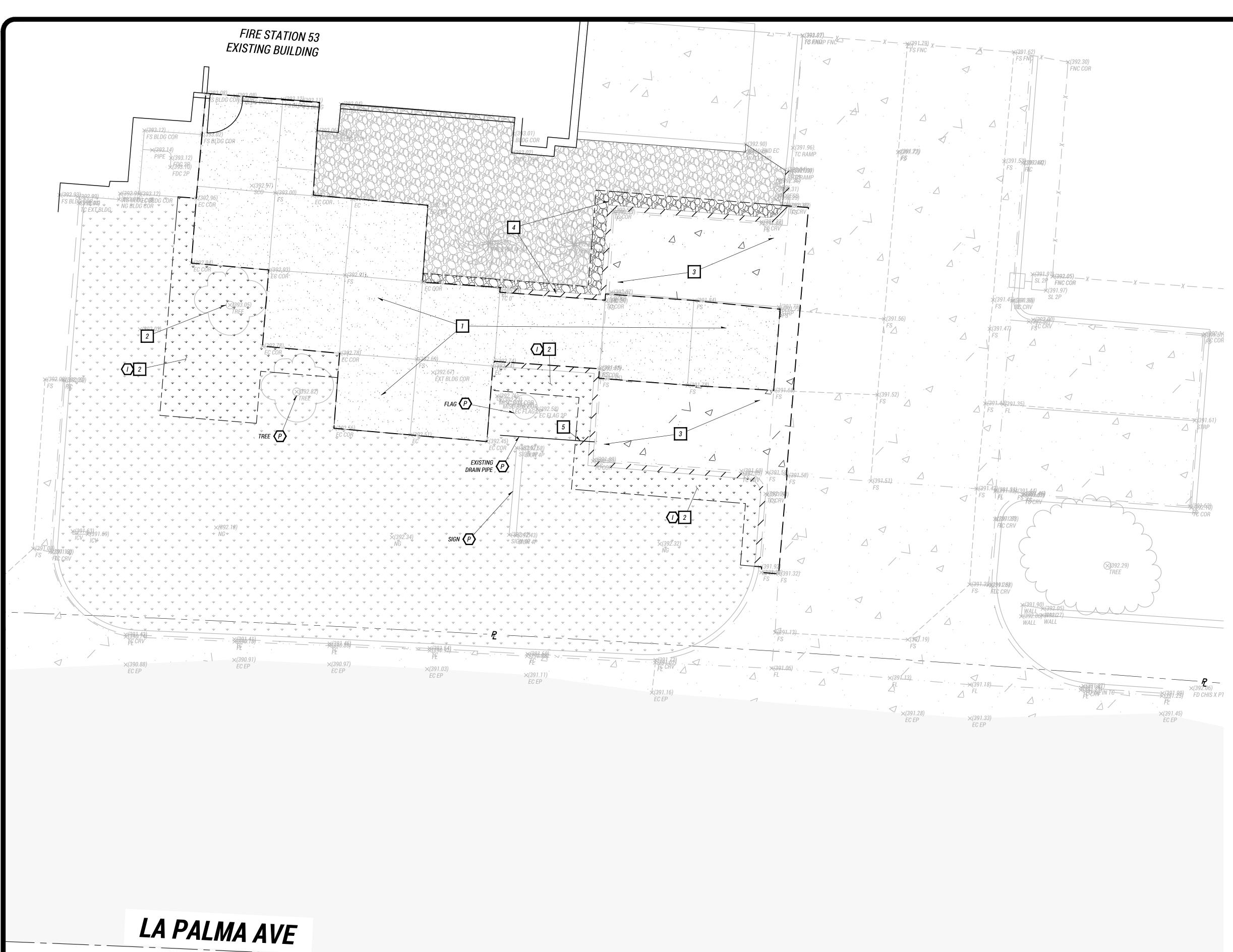
F.S. NO. 53: 25415 E. LA PALMA AVE., YORBA LINDA, CA 92887



-(\*)







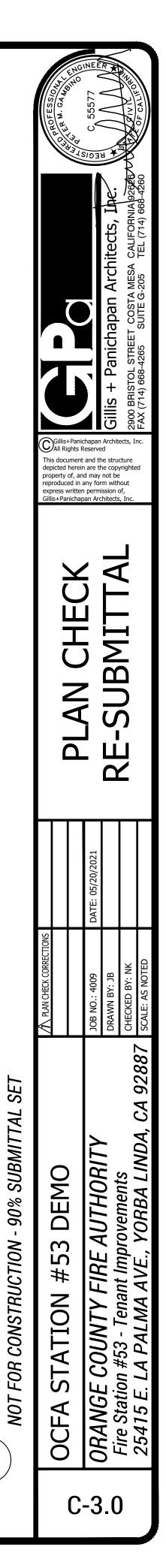
5 SCALE

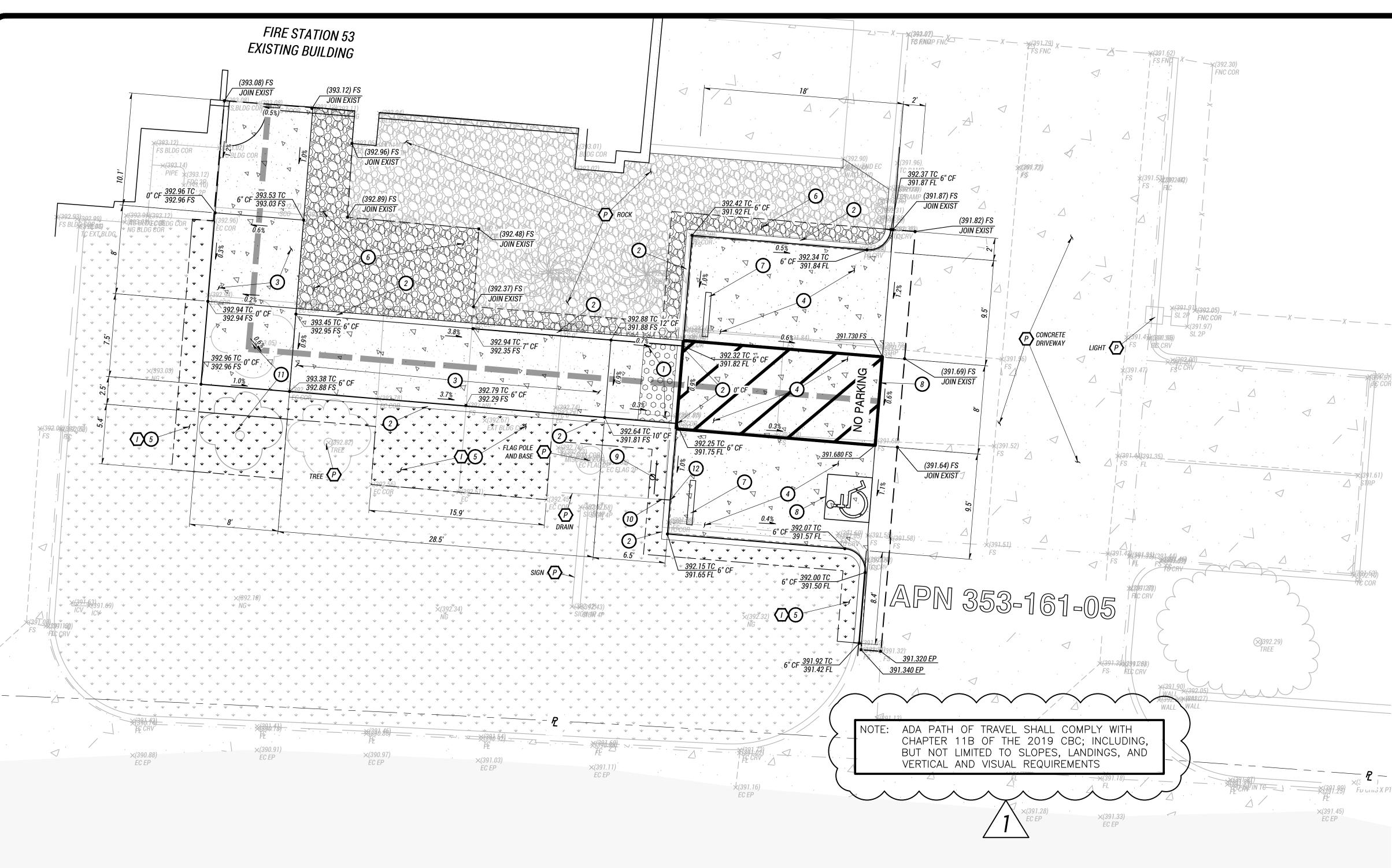
SEE IRRIGATION NOTES ON ARCHITECTURAL P	PLAN
---	------

PROTECT-IN-PLACE ITEM AS SHOWN

## DEMOLITION NOTES

2	
1	REMOVE EXISTING DECORATIVE CONCRETE WALK
2	REMOVE EXISTING TREE/VEGETATION
3	SAWCUT AND REMOVE AND DISPOSE EXISTING CONCRETE
4	REMOVE AND SALVAGE EXISTING ROCK AS NEEDED TO FORM CONCRETE
5	SAWCUT AND LEGALLY DISPOSE OF EXISTING PIPE





LA PALMA AVE

## **DISPOSITION NOTES**

- SEE IRRIGATION NOTES ON ARCHITECTURAL PLAN
- PROTECT-IN-PLACE ITEM AS SHOWN

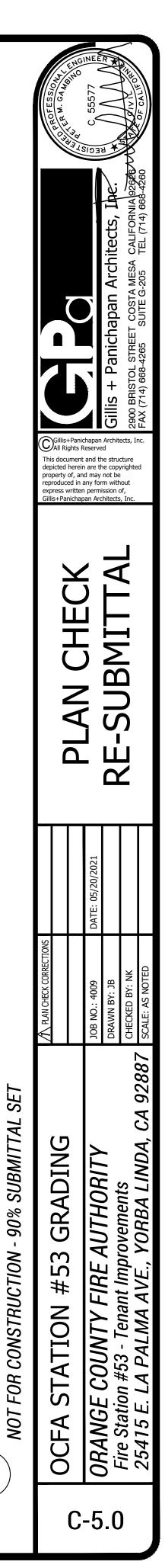
## **CONSTRUCTION NOTES**

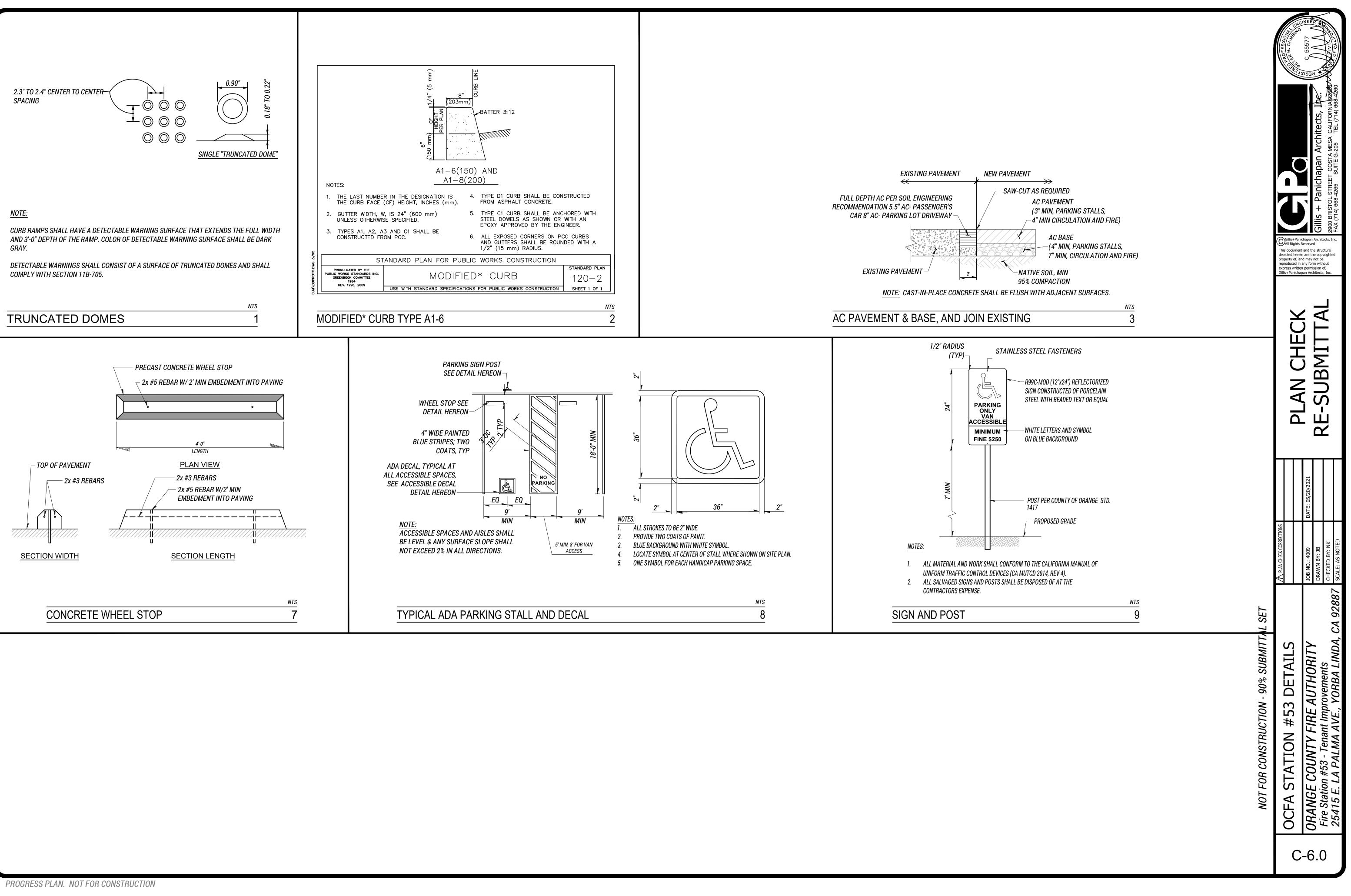
- CONSTRUCT PCC WITH CAST-IN-PLACE TRUNCATED DOMES PER SPPWC STD WG NO. 111-5 AND DETAIL 1, SHEET C-6.0 CONSTRUCT PER PLAN CONSTRUCT PCC CURB PER SPPWC STD NO 120-2 TYPE A1. HEIGHT 3 CONSTRUCT 4" SIDEWALK PER PLAN AND ORANGE COUNTY STD NO. 1205 CONSTRUCT 6" PCC PAVEMENT OVER 6" CAB PER PLANS. CONCRETE SHALL BE CLASS 560-C-3250 (5)INSTALL NEW LANDSCAPING, REGRADE TO MATCH PROPOSED GRADE REPLACE GRAVEL IN KIND AND REINSTALL SLAVAGED GRAVEL CONSTRUCT WHEEL STOP PER SPPWC STD PLAN 120-2 TYPE C1-6  $\overline{O}$ AND DETAIL 7, SHEET C-6.0 PAINT PARKING LOT STRIPING PER SPPWC STANDARD PLAN 180-0 AND DETAIL 8, SHEET C-6.0 CONSTRUCT NEW ADA PARKING SIGN PER SPPWC STANDARD PLAN 180-0 AND DETAIL 9, SHEET C-6.0 CONSTRUCT NEW PVC SCH 40 PIPE. CONTRACTOR TO MATCH 10 EXISTING PIPE SIZE AND CONNECT TO EXISTING CURB DRAIN PIPE REPLACE TREE IN KIND
- (12) CONSTRUCT CURB DRAIN PER SPPWC STD NO 150-3

## LEGEND

5 SCALE

	- EDGE OF PAVEMENT
	- BUILDING OUTLINE
	- SAWCUT LINE
	- DAYLIGHT GRADING LINE
	- FLOWLINE
	CURB
* * * * * * * * * * * * * * * * *	LANDSCAPE
	EXISTING AC
· · · · · · · · · · · · · · · · · · ·	PROPOSED AC
	PROPOSED TRUNCATED DOMES
	ADA PATH OF TRAVEL
	- PROPERTY LINE





#### **GENERAL NOTES**

- 1. THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF OCFA AND ARE NOT TO BE USED FOR OTHER PROJECTS WITHOUT THE PERMISSION OF THE ARCHITECT.
- THESE NOTES APPLY TO ALL DRAWINGS, UNLESS NOTED OTHERWISE. ANY OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE DRAWINGS AND/OR GENERAL NOTES ARE TO BE BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER BEFORE PROCEEDING WITH ANY WORK SO INVOLVED.
- 3. ALL DRAWINGS AND SPECIFICATIONS ARE CONSIDERED TO BE PART OF THE CONTRACT DOCUMENTS. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE, UNLESS OTHERWISE SHOWN. THEY DO NOT INDICATE METHOD OF CONSTRUCTION. CONTRACTOR IS TO SUPERVISE AND DIRECT THE WORK UNDER HIS CONTRACT AND SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY FIELD REPRESENTATIVES OF THE OWNER AND / OR HIS CONSULTANTS ARE NOT TO INCLUDE INSPECTIONS OF REQUIRED FOR SAME, WHICH ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ANY SUPPORT SERVICES PERFORMED BY THE OWNER AND / OR HIS CONSULTANTS DURING CONSTRUCTION ARE TO BE DISTINGUISHED FROM CONTINUOUS AND DETAILED INSPECTION SERVICES WHICH ARE FURNISHED BY OTHERS. THESE SUPPORT SERVICES PERFORMED BY THE OWNER AND / OR HIS CONSULTANTS, WHETHER OF MATERIAL OR WORK, AND WHETHER PERFORMED BY THE OWNER AND / OR AFTER COMPLETION OF CONSTRUCTION ARE PERFORMED SOLELY FOR THE PURPOSE OF ASSISTING IN QUALITY CONTROL AND IN ACHIEVING GENERAL CONFORMANCE WITH DESIGN CONCEPT AND CONTRACT DRAWINGS AND SPECIFICATIONS AND THEREFORE, THEY DO NOT GUARANTEE CONTRACTORS PERFORMANCE AND ARE NOT TO BE CONSTRUED AS SUPERVISION OF CONSTRUCTION.
- 4. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS TO BE REMOVED, RELOCATED OR REMAIN INTACT AND HOW THE NEW CONSTRUCTION RELATES TO THE SITE CONDITION.
- 5. THE CONTRACTOR SHALL EXAMINE THE JOB SITE. CONFIRM ALL UTILITY LOCATIONS, SIZES, PRESSURES, ETC.. AND PROTECT, RELOCATE, CONNECT OR REMOVE ALL NECESSARY FOR TOTAL PROJECT COMPLETION. VERIFY ALL DIMENSIONS AND SATISFY HIMSELF AS TO THE EXISTING CONDITIONS UNDER WHICH HE WILL BE OBLIGATED TO OPERATE. NOTIFY THE OWNER OF ANY AND ALL DISCREPANCIES PRIOR TO COMMENCING WORK.
- 6. ALL CONTRACTORS AND SUBCONTRACTORS SHALL FAMILIARIZE THEMSELVES WITH THE CONTENTS OF ALL THE DRAWING AND ALL SPECIFICATION SECTIONS, REGARDLESS OF THEIR LICENSE CLASSIFICATION. NO REQUEST FOR CHANGE ORDER WILL BE CONSIDERED BASE UPON INFORMATION FOUND IN ONE AREA OF THE PLANS OR SPECIFICATIONS, AND NOT THE OTHER. INFORMATION FOUND IN ONE PART OF THE PLANS SHALL BE DEEMED TO BE IN ALL SECTIONS.
- 7. ALL SYMBOLS AND ABBREVIATIONS USED ON THE DRAWINGS ARE CONSIDERED TO BE CONSTRUCTION STANDARDS. IF CLARIFICATION IS REQUIRED THE CONTRACTOR SHALL NOTIFY THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.
- 8. THE CONTRACT DOCUMENTS AND SPECIFICATIONS REPRESENT THE FINISH STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE AND SAFETY OF WORKMEN DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE BUT NOT BE LIMITED TO, BRACING, SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, ETC. OBSERVATION VISITS TO THE SITE BY THE OWNER OR OWNER'S STRUCTURAL ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS AND DOES NOT IN ANY WAY RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITIES FOR THE ABOVE. UNLESS NOTED
- 9. DO NOT SCALE DRAWINGS. PRINTED DIMENSIONS HAVE PRECEDENCE OVER SCALED DRAWINGS AND LARGE SCALE OVER SMALL. DIMENSIONS SHOWN ARE TO THE FACE OF WALL FRAMING (CMU, STUD) UNLESS OTHERWISE NOTED.
- 10. ALL DIMENSIONS AND THE SITE CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR AT THE JOB SITE PRIOR TO BID SUBMITTAL, START OF SHOP DRAWINGS, START OF CONSTRUCTION, AND/OR FABRICATION OF MATERIALS. IF DISCREPANCIES ARE ENCOUNTERED, OR CONDITIONS DEVELOP NOT COVERED BY THE CONTRACT DOCUMENTS, THE OWNER SHALL BE NOTIFIED FOR CLARIFICATION.
- 11. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BUILDING BACKING SLEEVES, FRAMING FOR LIGHT FIXTURES, ELECTRICAL LIGHTS, A/C EQUIPMENT, DRAPERY, CEILING TRACKS, PLUMBING EQUIPMENT, COUNTERS, HANDRAILS, AND ALL OTHER ITEMS REQUIRING BACKING SUPPORT.
- 12. ANYONE SUPPLYING LABOR AND MATERIALS TO THE PROJECT IS TO CAREFULLY EXAMINE ALL SUBSURFACES TO RECEIVE WORK. ANY CONDITIONS DETRIMENTAL TO WORK TO BE REPORTED IN WRITING TO OWNER & PROJECT ARCHITECT PRIOR TO BEGINNING WORK. COMMENCEMENT OF WORK IMPLIES ACCEPTANCE OF SUBSURFACES.
- 13.REFER TO ARCHITECTURAL, PLUMBING, MECHANICAL AND ELECTRICAL DRAWINGS FOR DEPRESSED SLABS, CURBS, FINISHES, TEXTURES, CLIPS, GROUNDS, ETC., NOT SHOWN ON STRUCTURAL DRAWINGS.
- 14. PROVIDE OPENINGS AND SUPPORTS FOR MECHANICAL EQUIPMENT, DUCTS, PIPING, VENTS, ETC, AS REQUIRED. REFER TO ARCHITECTURAL AND MECHANICAL DRAWINGS FOR ADDITIONAL OPENINGS AND EQUIPMENT NOT SHOWN ON STRUCTURAL DRAWINGS. ALL SUSPENDED EQUIPMENT AND MATERIALS TO BE INSTALLED WITH APPROVED LATERAL BRACING. VERIFY SIZES AND LOCATIONS OF ALL MECHANICAL EQUIPMENT BEFORE CONSTRUCTION OF ANY BASES OR PADS TO SUPPORT SUCH EQUIPMENT. VERIFY ALL PLUMBING AND EQUIPMENT SIZES BEFORE BEGINNING CONSTRUCTION OF CABINETS.
- 15.NOTIFY OWNER 24 HOURS PRIOR TO PLACING CONCRETE.
- 16.NOTED FINISH FLOOR ELEVATIONS ARE TO THE TOP OF CONCRETE FLOOR SLAB. WHERE FLOORS ARE SLOPED FOR DRAINAGE, THE HIGH POINT OF FINISH FLOOR IS (+ OR -) 0'- 0" UNLESS NOTED OTHERWISE, AND IS AT THE PERIMETER OF THE ROOM. STANDARD SLOPE IS 1/4" PER FOOT (MINIMUM = 3/16" PER FOOT; MAXIMUM = 5/16" PER FOOT). SUB-SLABS DEPRESSED FOR TILE FLOOR FINISH TO BE SLOPED TO DRAIN AND MAINTAIN SLAB THICKNESS INDICATED ON THE STRUCTURAL DRAWINGS.
- 17.NOTIFY THE OWNER IF ANY CONDITIONS EXIST WHICH WILL PREVENT THE COMPLETION OF WORK IN A PROFESSIONAL AND SATISFACTORY MANNER AS WELL AS ANY AND ALL ADDITIONAL WORK TO BE PERFORMED BEFORE STARTING WORK ALL NOTIFICATIONS SHALL BE IN WRITING.
- 18. ALL CONTRACTORS AND SUB-CONTRACTORS SHALL OBTAIN A CITY BUSINESS LICENSE.
- 19.PROVIDE SAFEGUARDING FEATURES DURING CONSTRUCTION SUCH AS PROTECTION OF ADJOINING PROPERTY AS REQUIRED AND OTHER ITEMS SUCH AS SITE FENCING AND BARRIERS (3306.9), SANITATION (3305) ETC.

## WATERPROOFING COMMENTS

1. THERE IS A HEIGHTENED CONCERN IN THE CONSTRUCTION INDUSTRY ABOUT THE INTRUSION OF WATER INTO BUILDINGS AND THE RESULTING MOLD THAT DEVELOPS SUBSEQUENTLY. THE OWNER HAS MADE A DILIGENT ATTEMPT TO SPECIFICALLY DETAIL THE PROJECT TO STOP THIS WATER FROM ENTERING THROUGH PENETRATIONS INTO THE BUILDNG. HOWEVER, ALL OF THESE AVENUES WHICH ALLOW THE INTRUSION OF WATER INTO THE BUILDING MAY NOT HAVE BEEN OBSERVED DURING DESIGN. DURING THE COURSE OF YOUR CONSTRUCTION OF THE BUILDNG, THE OWNER ASKS TO BE ADVISED IMMEDIATELY OF ANY QUESTIONABLE CONDITIONS THAT MAY OCCUR WITH RESPECT TO THE PERCEIVED WATER-TIGHTNESS OF THE STRUCTURE. ONCE A BUILDING SUFFERS A BREACH, AND MOLD DEVELOPS, A BUILDING CAN BECOME UNTENABLE, AND CORRECTIONS COSTLY. WE ASK THAT THE CONSTRUCTION TEAM BE DILIGENT IN THEIR CONSTRUCTION EFFORTS TO HELP INSURE THAT, THE BUILDING THAT WE TURN OVER AS A TEAM, WILL BE AS WATERTIGHT AS WE CAN MAKE IT. YOU, THE CONTRACTOR, WILL BE THE LAST HANDS ON THE PROJECT, AND WE ARE CERTAINLY AVAILABLE TO DISCUSS WITH YOU, YOUR CONSTRUCTABILITY IDEAS TO KEEP THIS PROJECT WATERTIGHT.

#### CALGREEN MEASURES

THE CONTRACTOR SHALL COMPLY WITH CALGREEN MEASURES AS NOTED IN DRAWINGS AND AS INDICATED. CONTRACTOR SHALL SUPPLY DOCUMENTATION INDICATING COMPLIANCE OF THESE MEASURES. CONTRACTOR SHALL COORDINATE WITH OWNER AND DESIGN TEAM, AS NEEDED, FOR VERIFICATION OF CALGREEN INFORMATION/COMPLIANCE.

- 1. CONSTRUCTION WASTE REDUCTION. SECTION 5.408
- 2. FINISH MATERIAL POLLUTANT CONTROL, SECTION 5.504.4 3. PAINTS AND COATINGS, SECTION 5.504.4.3 AND 5.504.4.3.1
- 4. VOC'S TO BE WITHIN LIMITS FOR ALL ARCHITECTURAL COATINGS, SECTION TABLE 5.504.4.3
- UPON COMPLETION, THE CONTRACTOR SHALL REVIEW THE REQUIRED ITEMS ON THE CALGREEN CHECKLIST AND INITIAL EACH ITEM COMPLETED WITH VERIFICATION BY THE GOVERNING AUTHORITY. THE CHECKLIST SHALL BECOME A PART OF THE RECORD DRAWINGS.

#### CODE (GENERAL)

- . IT IS THE RESPONSIBILITY OF ANYONE SUPPLYING LABOR OR MATERIALS OR BOTH TO B TO THE ATTENTION OF THE OWNER AND PROJECT ARCHITECT ANY DISCREPANCIES OR CONFLICTS BETWEEN THE CODE REQUIREMENTS AND THE DRAWINGS BEFORE PROCEED. WITH WORK.
- 2. CONTRACTOR SHALL COMPLY FULLY WITH THE LATEST EDITION OF THE LOCAL BUILDIN CODE, ALL LAWS AND ORDINANCES PERTINENT TO ALL WORK OF THIS PROJECT. IN CAS ANY CONFLICT WHEREIN THE METHOD OR STANDARDS OF INSTALLATION OR THE MATE SPECIFIED DO NOT EQUAL OR EXCEED THE REQUIREMENTS OF THE LAWS OR ORDINAN-THE LAWS OR ORDINANCES SHALL GOVERN.
- 3. ALL WORK SHALL COMPLY WITH TITLE 24 OF THE CODE OF REGULATIONS AND THE UNI BUILDING CODE LATEST EDITION (INDICATED ON THESE SHEETS WITH CBC AMENDMEN' AND ALL OTHER LOCAL OR STATE AGENCIES HAVING JURISDICTION OVER THIS PROJECT ICC REGULATIONS.

#### LIFE SAFETY (GENERAL)

- POST ROOM CAPACITY SIGN AS PROVIDED BY THE LOCAL FIRE DEPARTMENT IN EACH CLASSROOM, ASSEMBLY ROOM OR SIMILAR PURPOSED ROOM HAVING AN OCCUPANT LO. 50 OR MORE.
- 2. PORTABLE FIRE EXTINGUISHERS TO BE PROVIDED IN CABINETS LOCATED WITHIN SEVENTY-FIVE (75) FOOT TRAVEL DISTANCE TO ALL PORTIONS OF THE BUILDING ON EAC FLOOR AND AS SHOWN ON PLANS.
- 3. INTERIOR FINISHES TO COMPLY WITH CHAPTERS 7 AND 8, AND GLASS AND GLAZING TO COMPLY WITH CHAPTER 24 OF THE CBC AND ALL OTHER APPLICABLE CODES AND REGULATIONS GOVERNING THE PLACE OF THE BUILDING.
- 4. PENETRATIONS OF FIRE RESISTIVE WALLS, FLOOR -CEILINGS AND ROOF-CEILING SHALL PROTECTED AS REQUIRED IN CBC CHAPTER 7.
- 5. CONTRACTOR SHALL MAINTAIN THE RATING OF ALL PENETRATING WALLS AND SHALL AP FIRESTOP AND FIREPROOFING, AT HIS EXPENSE, WHENEVER ANY PENETRATION ARE MADE...ETC. FIRESTOP AND FIREPROOFING MATERIAL SHALL BEAR U.L. LISTING NUMBER DEPICTING WALL TYPE COMPOSITION AND FIRE RATED MATERIAL LIMITATIONS. SUBMIT PROPOSED FIRESTOP FIREPROOFING METHOD FOR APPROVAL PRIOR TO APPLICATION IN FIELD.
- 6. EVERY EXIT DOOR SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY ANY SPECIAL KNOWLEDGE OR EFFORT. SPECIAL LOCKING DEVICES SHALL BE OF AN APPL TYPE.
- 7. PANIC HARDWARE SHALL BE PROVIDED ON EXIT DOORS SERVING ROOMS, CORRIDORS ( STAIRWAYS HANDLING AN OCCUPANT CAPACITY OF 50 OR MORE PERSONS.
- ANY DECORATIONS (DRAPES, CURTAINS, SHADES, ETC.) USE SHALL BE NON-COMBUSTIBI FLAME-PROOF I AN APPROVED MANNER, TO COMPLY WITH FIRE MARSHALL BUILDING CO REQUIREMENTS.
- 9. ALL EXIT SIGNS OR ILLUSTRATED ON PLANS ARE TO BE ILLUMINATED PER CURRENT ELECTRICAL CODE AND SHALL BE CEILING OR WALL MOUNTED. THE EMERGENCY LIGHT SYSTEM PROVIDES FOR A LIGHTING VALUE OF PER TITLE 19 ONE-FOOT-CANDLE AT FLC LEVEL EXIT LIGHTING AND CBC CHAPTER 10. SIGNS SHALL HAVE 6" LETTERS ON CONTRASTING BACKGROUND.

#### FINISHES

## **GENERAL ARCHITECTURAL FINISH INFORMATION:** 1. UNLESS NOTED OTHERWISE, THE CONTRACTOR SHALL FINISH ALL EXPOSED SURFACES

- APPROPRIATE FINAL COATING/PAINT/PROTECTION/STAIN/SEAL AS REQUIRED FOR A CO PROJECT. THIS FINAL FINISH SHALL BE APPROPRIATE TO THE SUBSTRATE THAT IT IS II OR PROTECTING.
   PRE-FINISHED OR FACTORY FINISHED EQUIPMENT, SYSTEMS, ETC. SHALL BE PROTECTE
- INISITED OK FACTOR FINISITED EQUIPMENT, STSTEMS, ETC. STALE BE PROTECTE UNTIL COMPLETION OF THE PROJECT.
   EXPOSED SURFACES SHALL BE CONSIDERED AS AREAS VISIBLE BY PERSON. AREAS THAT UNDER TO A STALE OF THE FINISI MATERIAL S ACCUMPTICAL PANELS. FTC. SHALL BE PROTECTED.
- HIDDEN TO VIEW (BEHIND FINISH MATERIALS SUCH AS ACOUSTICAL PANELS, ETC.) SHAL CONSIDERED "HIDDEN SURFACES".
  4. HIDDEN SURFACES SHALL BE GOVERNED BY REGULATING CODE (GYPSUM BOARD TAPING WATER PROOFING CONTINUITY AND CORROSION REDUCTION (PRIMERS AND SEPARATIC)
- WATER PROOFING CONTINUITY AND CORROSION REDUCTION (PRIMERS AND SEPARATION DISSIMILAR MATERIALS).
  WALL AND MATERIALS SHALL NOT EXCEED THE FLAME SPREAD CLASSIFICATION IN CBC TABLE 803.5.

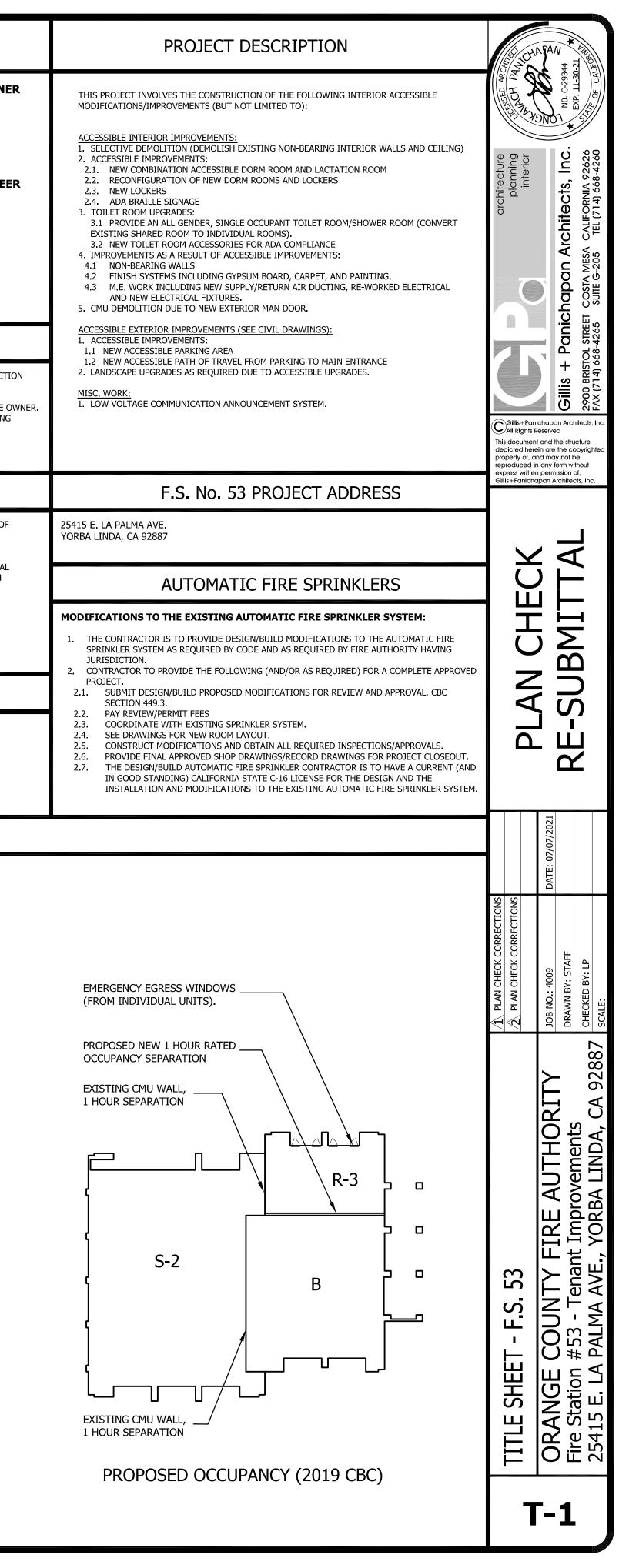
## PROTECTION DURING CONSTRUCTION

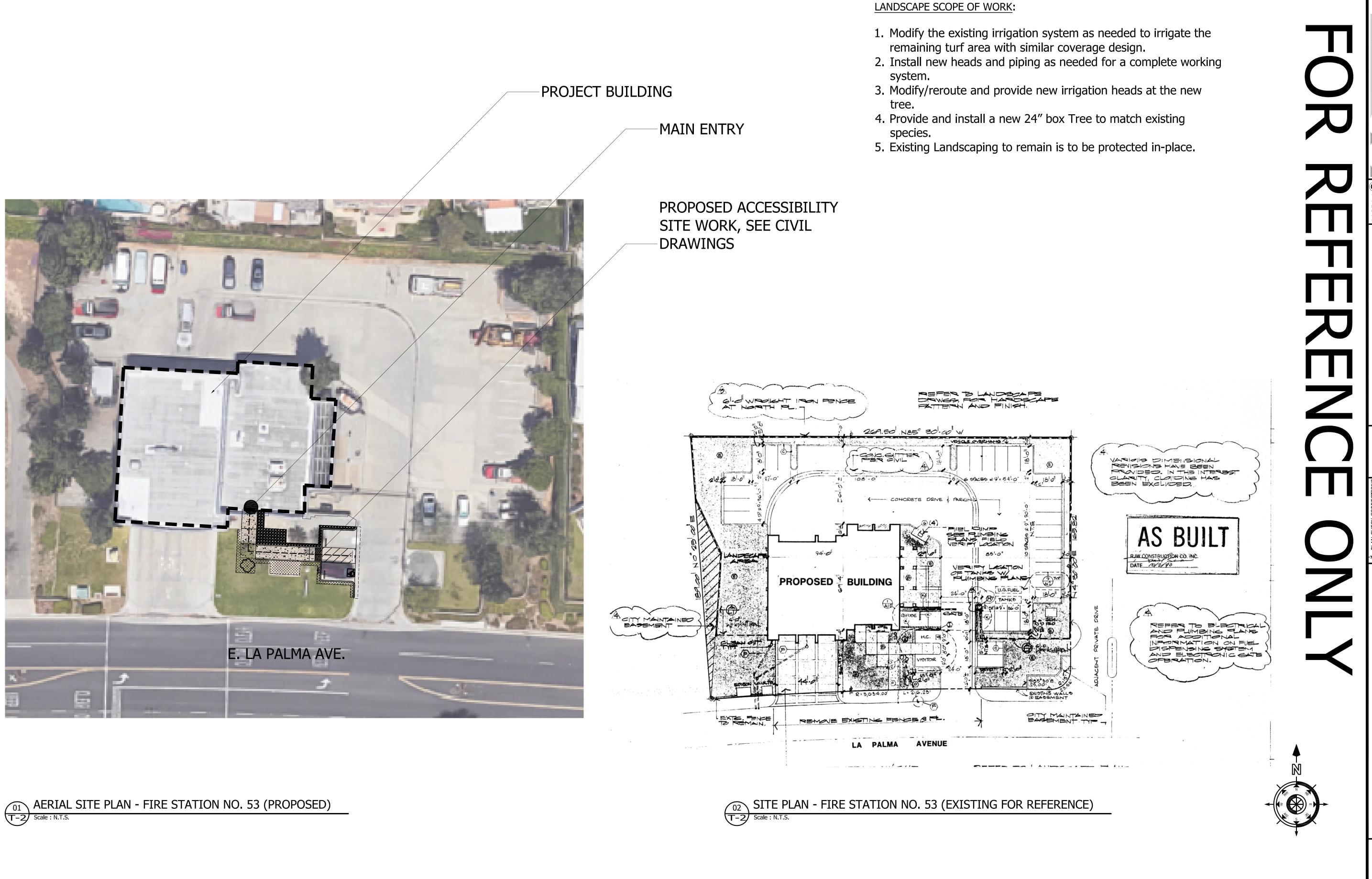
- PROTECT EXISTING BUILT DEVICES, MATERIALS, EQUIPMENT AND SYSTEMS WHERE ITER
- REMAIN INTACT. 2. WHERE ITEMS ARE NEEDING TO BE TEMPORARILY REMOVED TO ACCESS DEMOLITION O CONSTRUCTION, STORE ITEMS IN A SAFE PLACE AND RE-INSTALL WHEN NEW CONSTRUC COMPLETE.

#### BUILDING CLIMATIZATION

- THE BUILDING MUST BE "CLOSED IN" SO THAT THE HVAC SYSTEM CAN BE OPERATIONAL COOLING/HEATING AT 70°F. FOR AT LEAST ONE (1) WEEK PRIOR TO INSTALLATION OF A MATERIAL REQUIRING CLIMATE CONTROL.
- . PRIOR TO INSTALLATION OF ANY FLOORING MATERIAL, THE SLAB ON GRADE MUST BE TESTED PER ANSI APPROVED MOISTURE LEVELS. THE MOISTURE LEVEL SHOULD BE IN THE RANGE ACCEPTED (AS NOTED BY THE MANUFACTURER) FOR THE INSTALLED PRODUCT.

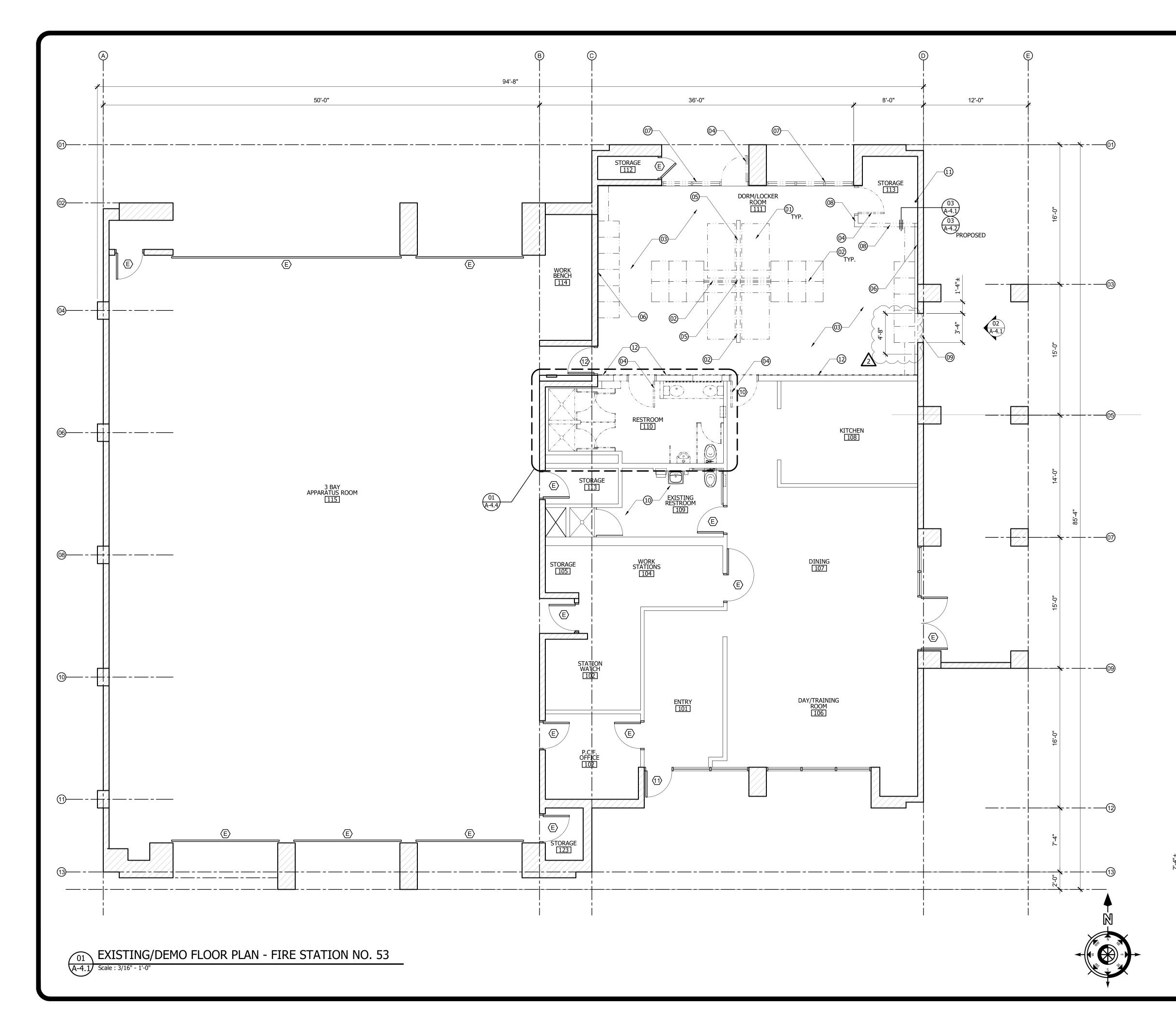
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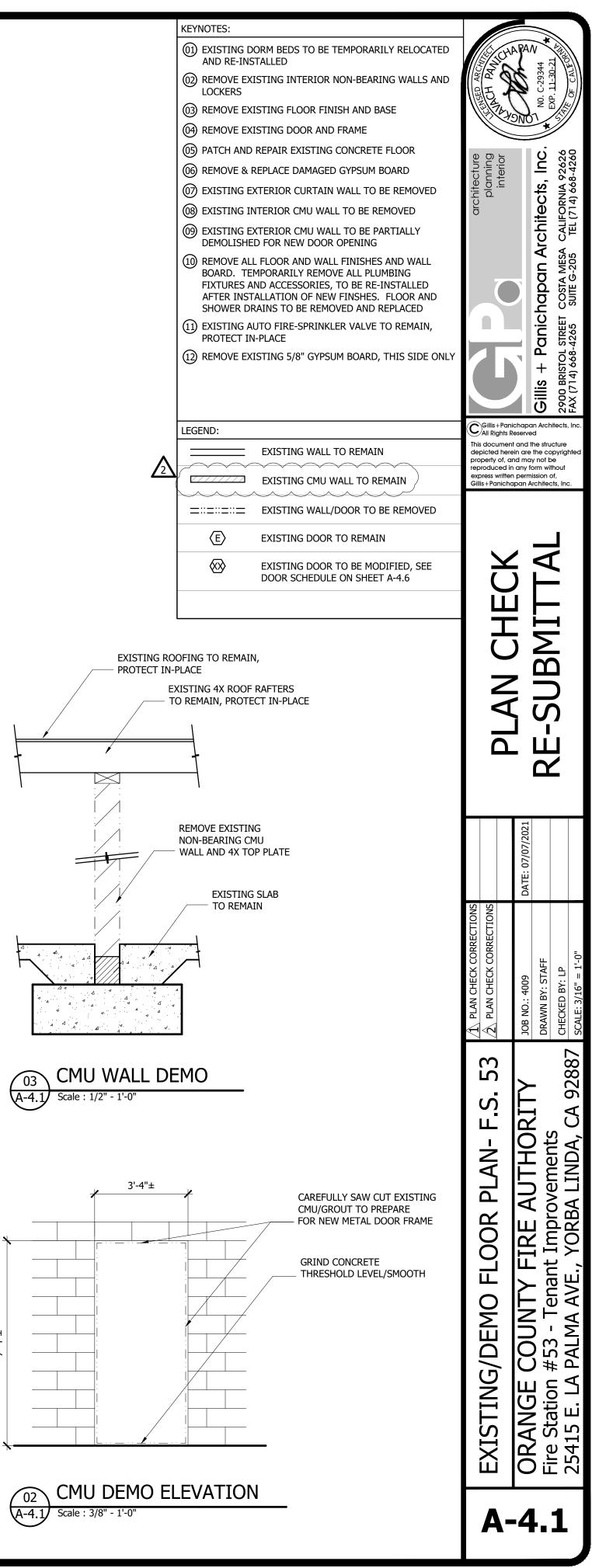


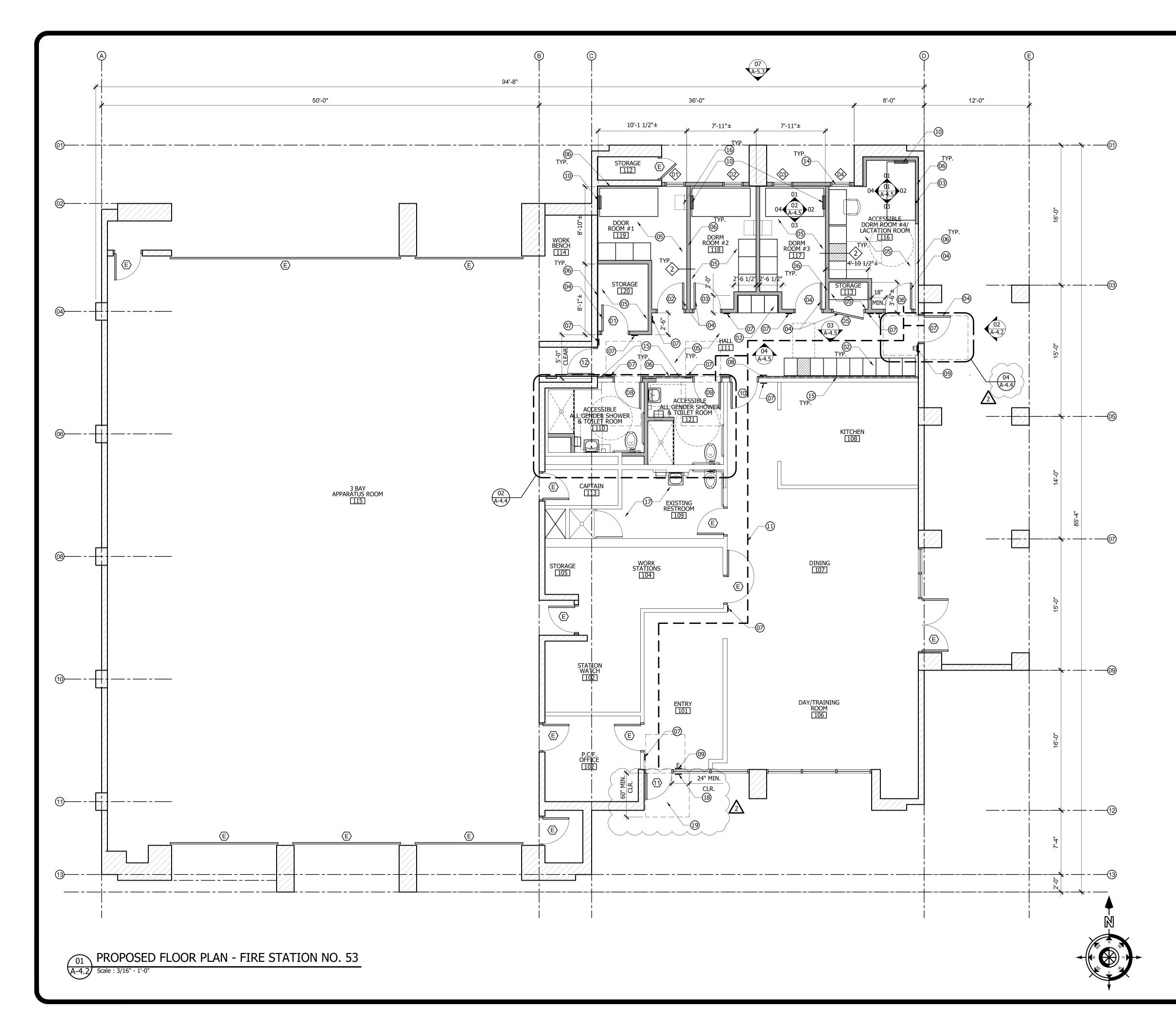


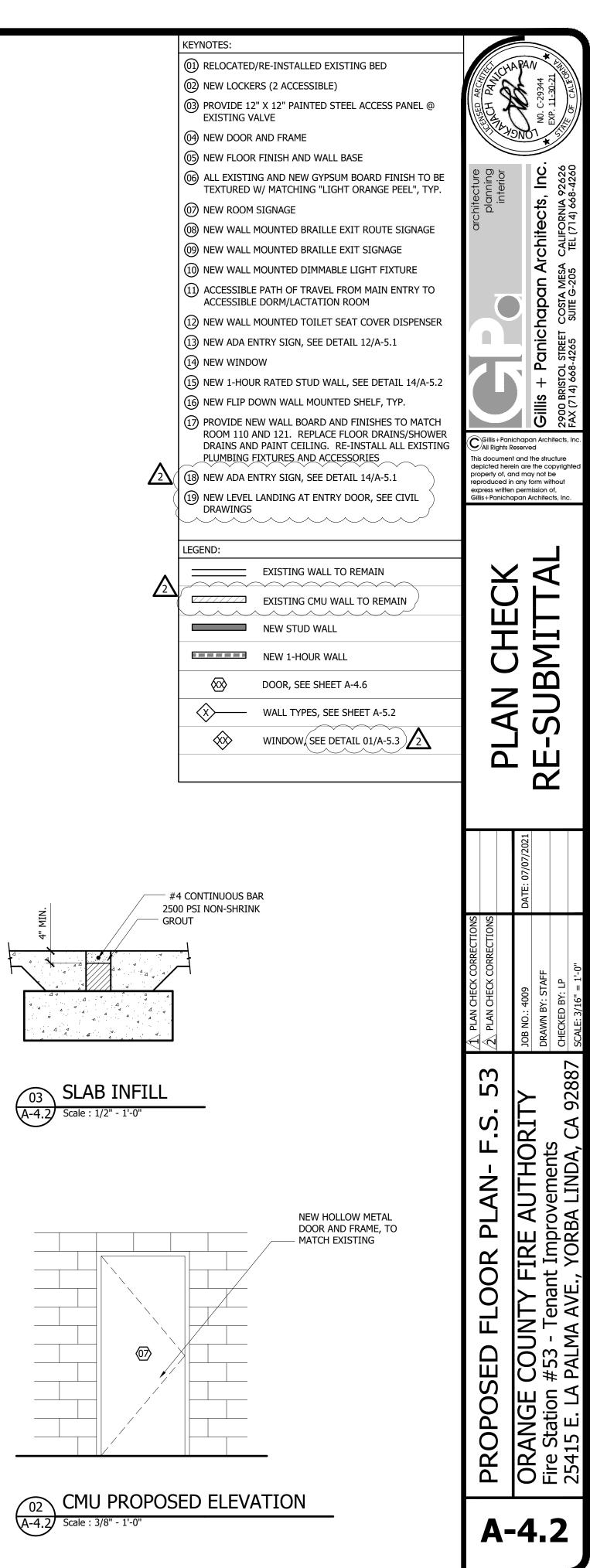


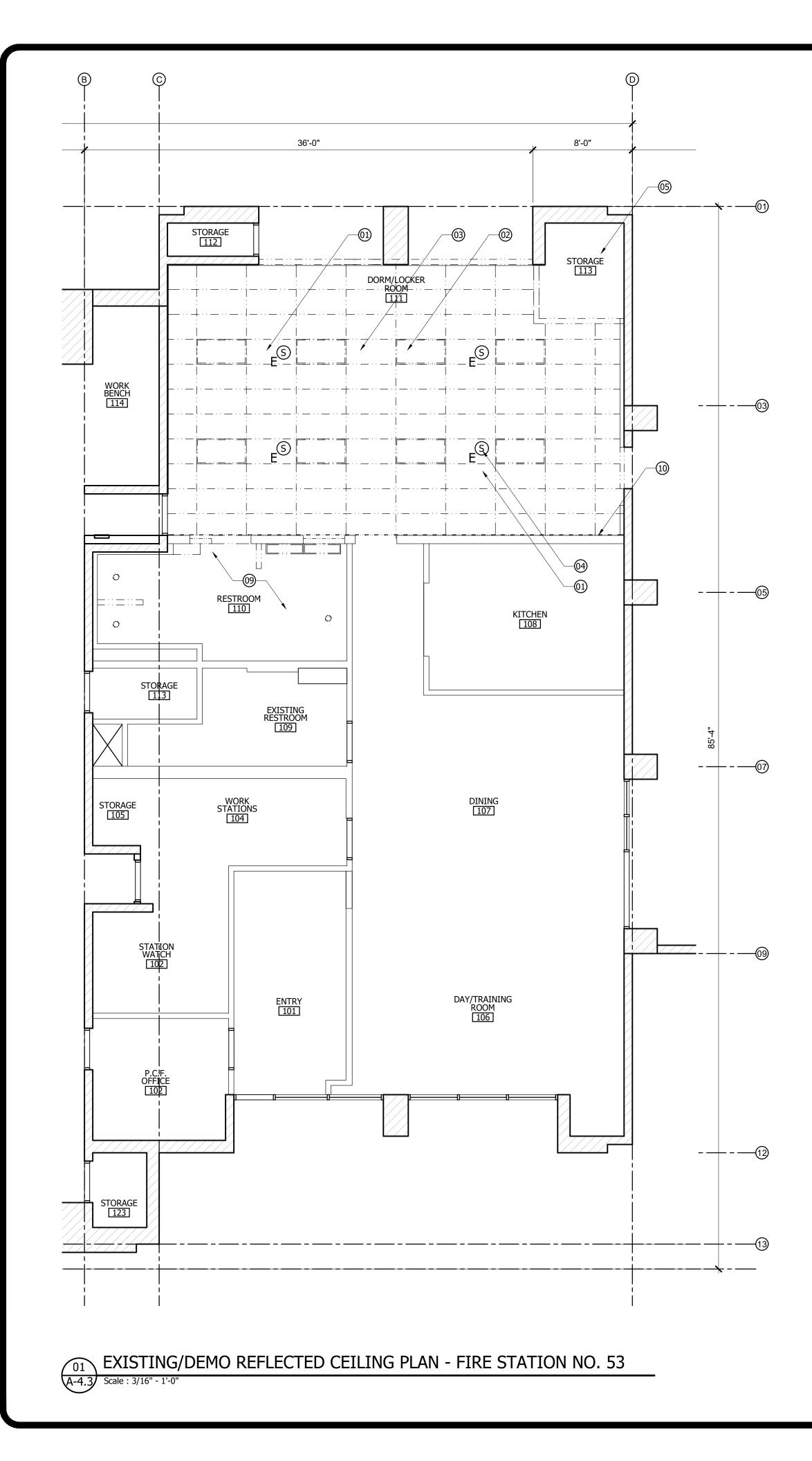
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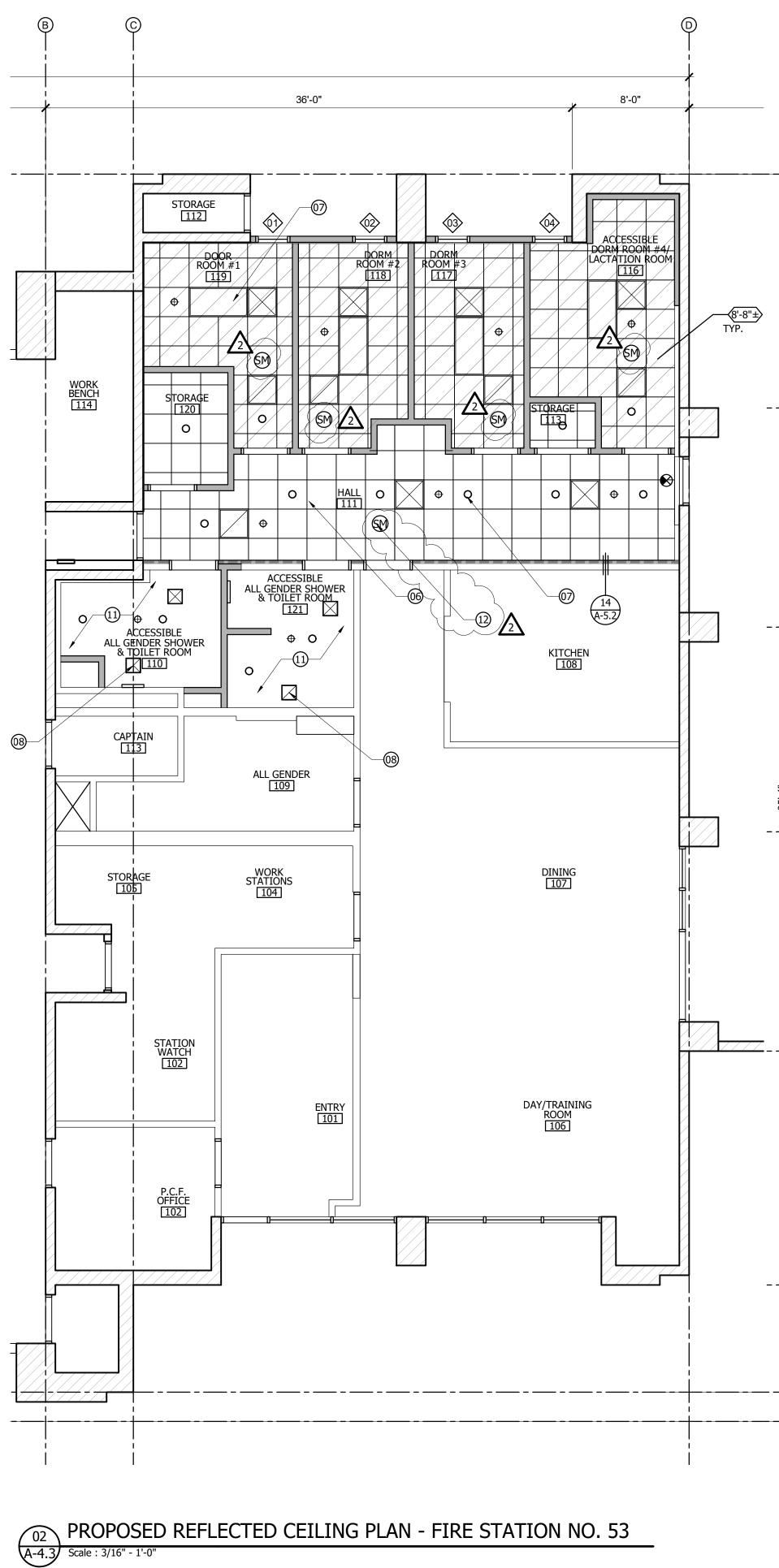




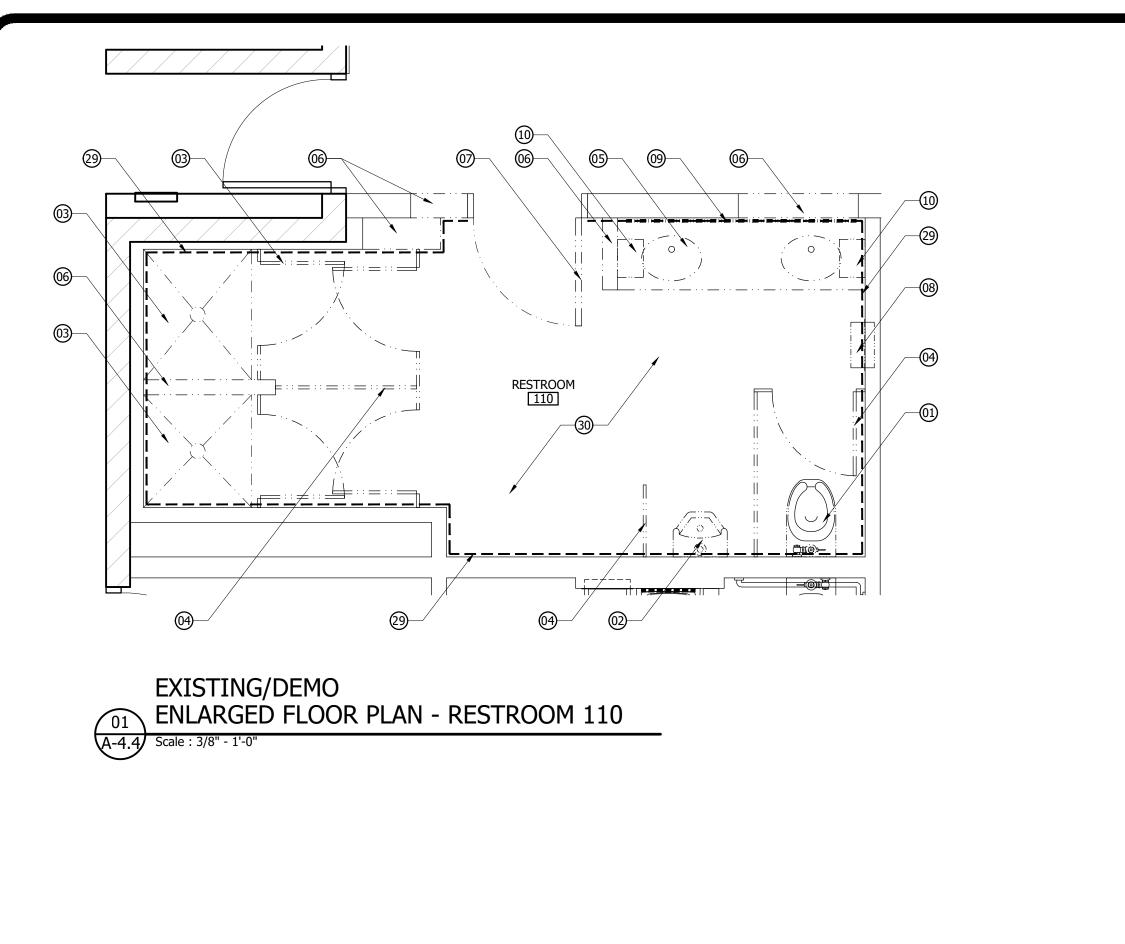


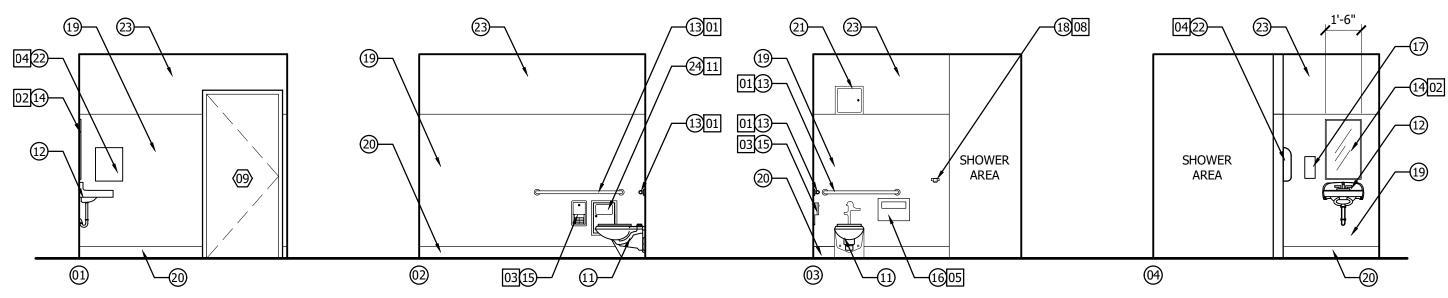




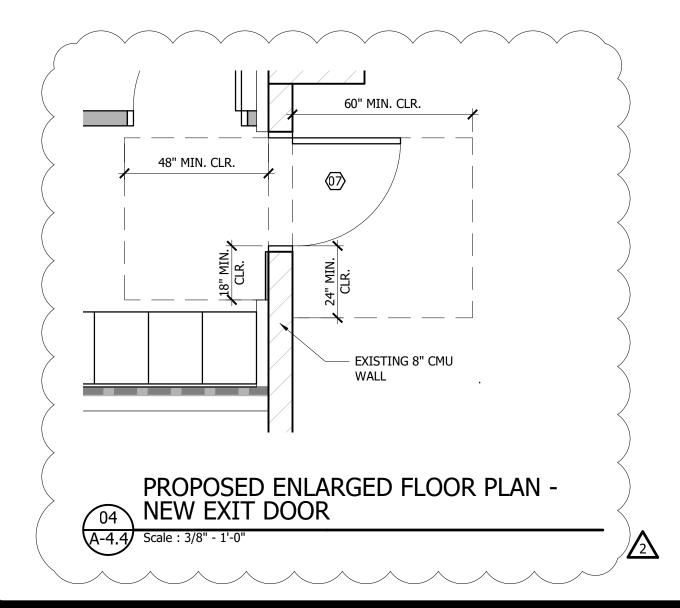


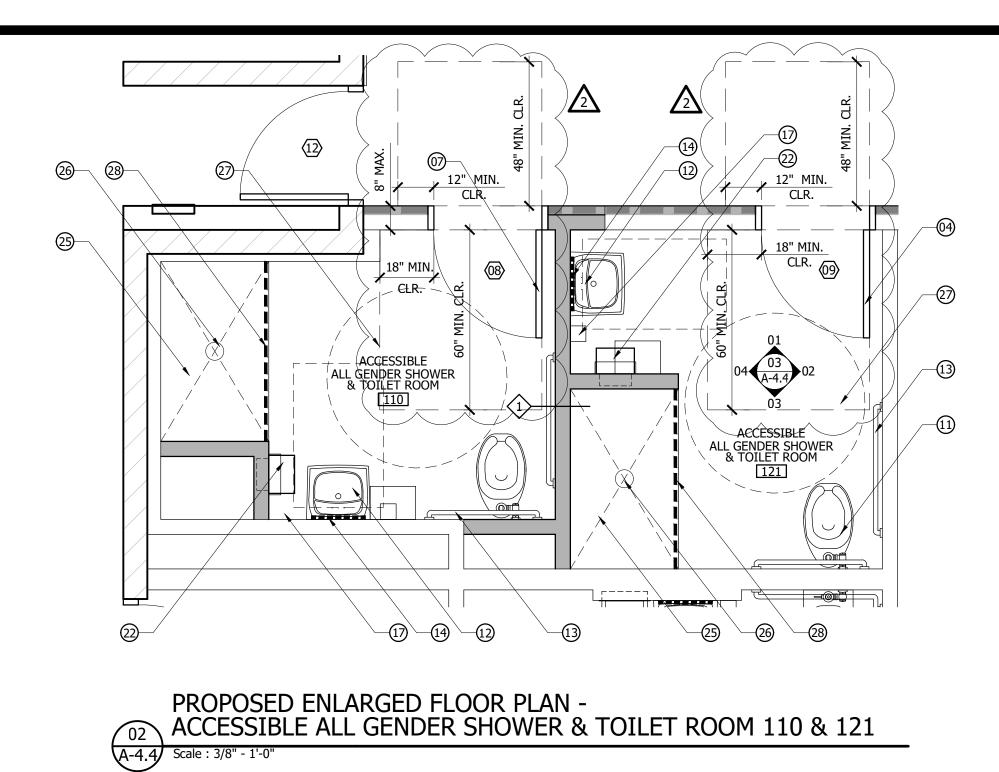
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			) LIGHT FIXTURE PPLY AND EXHAUST GRILLES, TYP.	architecture planning interior <b>chitects, Inc</b> cALIFORNIA 92626 TEL (714) 668-4260
		09 REMOVE	EXISTING GYPSUM BOARD HARD LID CEILING.	
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		12 NEW FIR DRAWIN	E AND SMOKE ALARMS, SEE MECHANICAL	anic street
		LEGEND:	EXISTING WALL TO REMAIN	Gillis + Panic 2900 BRISTOL STREET FAX (714) 668-4265
			□ EXISTING CMU WALL TO REMAIN	Gillis+Panichapan Architects, Inc. All Rights Reserved
			= EXISTING TO BE REMOVED	This document and the structure depicted herein are the copyrighted property of, and may not be
			NEW EMERGENCY EXIT LIGHT W/ BATTERY BACK-UP	reproduced in any form without express written permission of, Gillis+Panichapan Architects, Inc.
			NEW STUD WALL	
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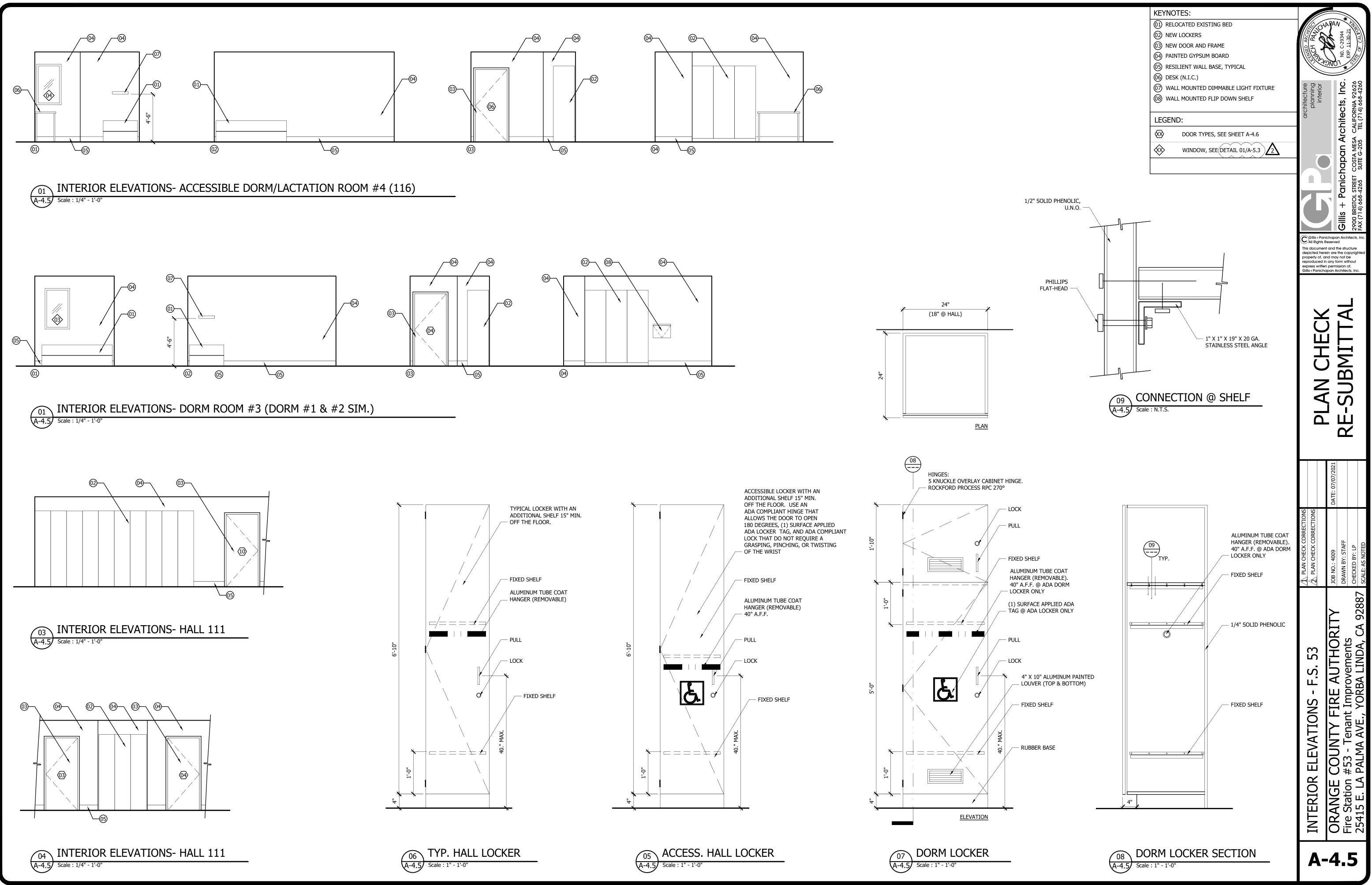
O3 INTERIOR ELEVATIONS- ACCESSIBLE ALL GENDER SHOWER & TOILET ROOM 121 (RM. 110 SIM.)

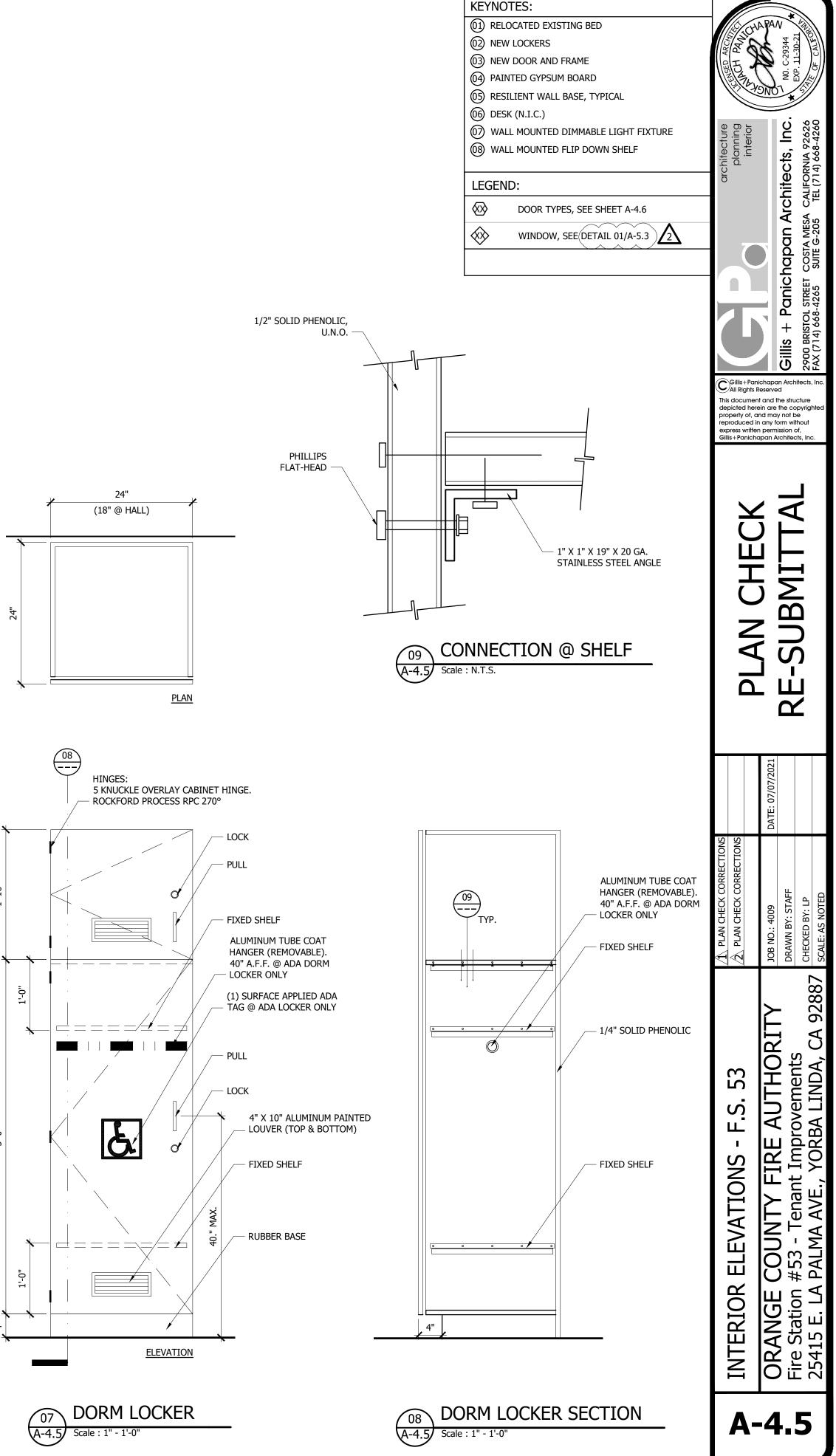


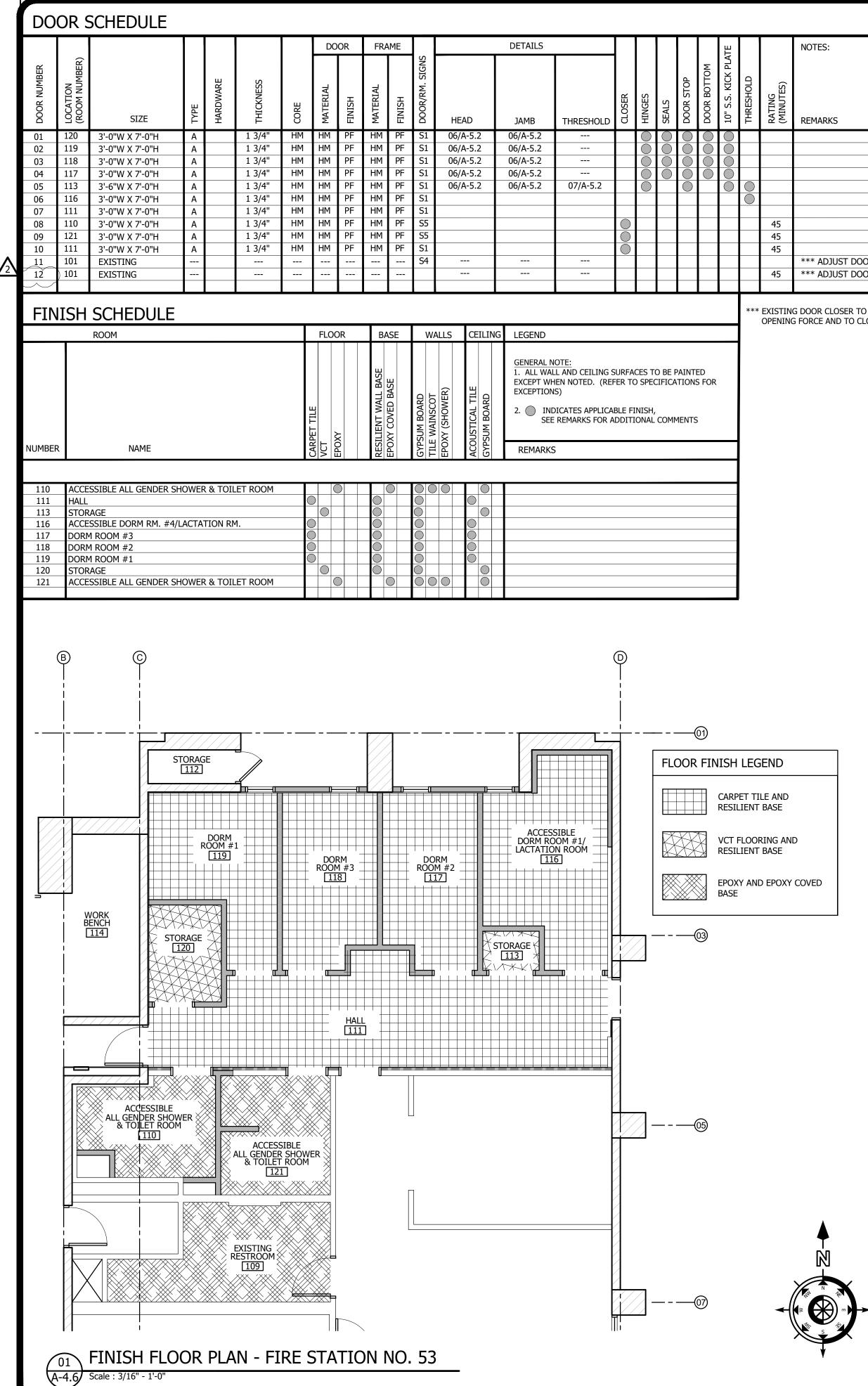


	KEYNOTES:			
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	REMOVED	arch	~	-ORN (714)
	(9) EXISTING MIRROR TO BE REMOVED			Chitects, Inc CALFORNIA 92626 TEL (714) 668-4260
	(10) EXISTING PAPER TOWEL DISPENSER TO BE RELOCATED. CLEAN AND TEMPORARILY STORE			Are D55 0
	UNTIL RE-INSTALLED (11) FLOOR MOUNT WATER CLOSET, SEE PLUMBING		_	Tapan A costa mesa suite G-205
	(12) SINK, SEE PLUMBING			
	(13) GRAB BAR, SEE SPECIFICATIONS			
	14 MIRROR		r.	Gillis + Panichapan Architects, Inc 2900 BRISTOL STREET COSTA MESA CALIFORNIA 92626 FAX (714) 668-4265 SUITE G-205 TEL (714) 668-4260
	(15) TOILET PAPER DISPENSER			+ + +
	<ul><li>(16) SEAT COVER DISPENSER</li><li>(17) HANDS FREE SOAP DISPENSER</li></ul>			<b>; illis</b> 00 BR X (712
	18 NEW WALL MOUNTED ROBE HOOK			
	19 TILE WAINSCOT (FULL HEIGHT @ SHOWER AREA)		Rights I	ichapan Architects, Inc. Reserved
	20 COVED EPOXY BASE, TYPICAL	depict proper	ted her rty of, a	and the structure ein are the copyrighted and may not be
	(21) 12"X12" SURFACE MOUNTED STAINLESS STEEL ACCESS PANEL	expres	s writte	n any form without n permission of, apan Architects, Inc.
	2) RECESSED HANDS FREE PAPER TOWEL DISPENSER			
	23 PAINTED GYPSUM BOARD			
	(24) RECESSED SANITARY DISPOSAL RECEPTACLE			
	<ul><li>(25) NEW ACCESSIBLE SHOWER STALL</li><li>(26) NEW FLOOR DRAIN, SEE DETAIL XX/A-X.X FOR</li></ul>		X	
	UTILITY TRENCH AND SLAB REPAIR			·⊢
	27) NEW FLOOR FINISH		ц	
	(28) NEW NEW SHOWER CURTAIN AND STAINLESS STEEL ROD		<u>_</u>	$\overline{\Sigma}$
	29 REMOVE ALL WALL FINISHES, TO STUD		C	
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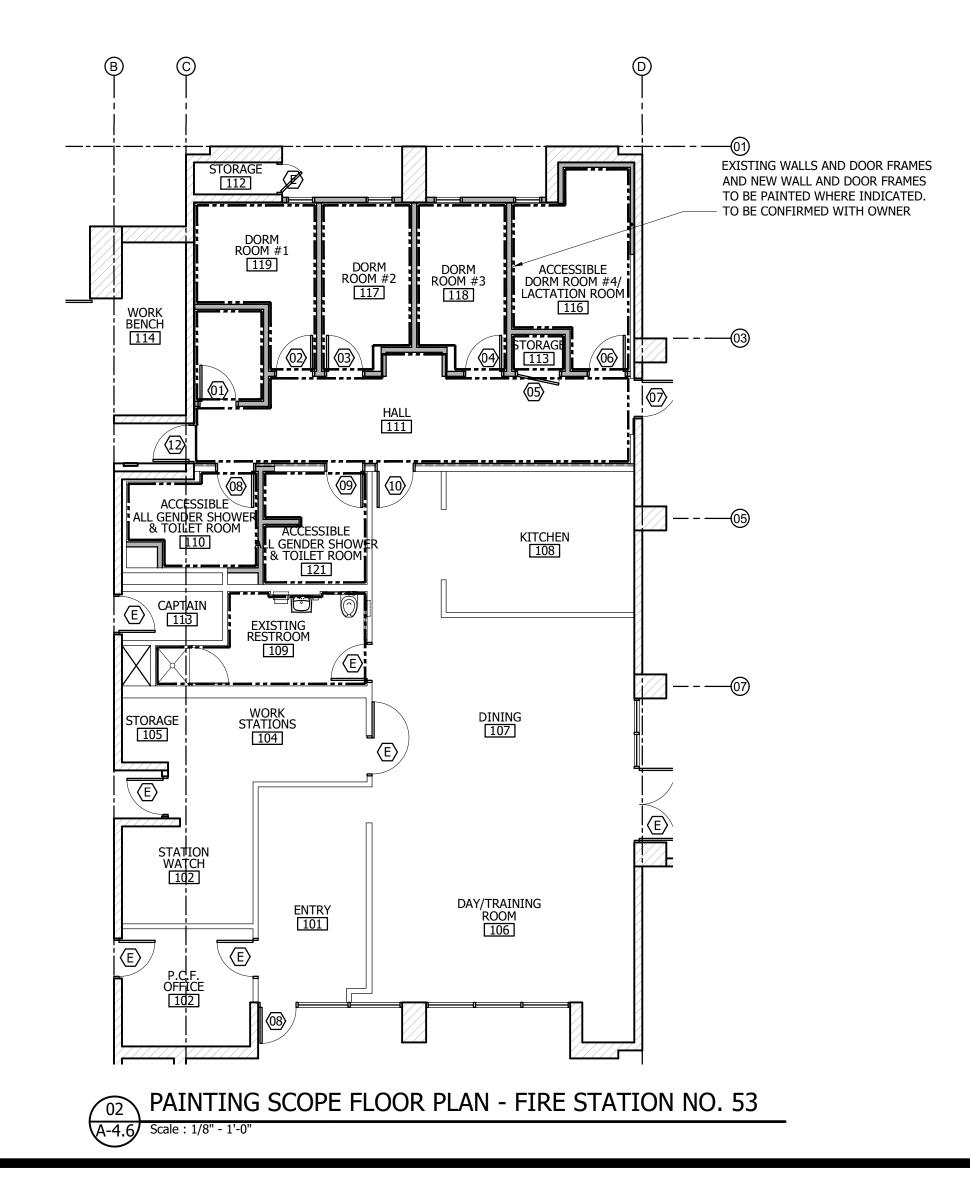
A-4.4







	NOTES	
NOTES: REMARKS	<ul> <li>GENERAL NOTES: (ALL DOORS)</li> <li>A. MAXIMUM EFFORT TO OPERATE DOORS APPLIED AT RIGHT ANGLES TO HINGED DOORS OR AT CENTER PLANE, PER CBC SECTION 404.2.9 WILL BE: <ul> <li>a.) ≤ 5 LB. AT EXTERIOR DOORS</li> <li>b.) ≤ 5 LB. AT INTERIOR DOORS</li> <li>c.) ≤ 15 LB. WHERE FIRE DOORS ARE REQUIRED.</li> </ul> </li> <li>B. ALL DOORS SHALL COMPLY WITH CBC CHAPTER 10 DOORS</li> <li>C. DOORS SHALL BE EQUIPPED ONLY WITH NO-KNOWLEDGE, SINGLE-ACTION HARDWARE. LOCKS THAT REQUIRE KEYS OR ADDITIONAL ACTIONS TO OPERATER (SUCH AS MANUAL BOLTS) ARE NOT PERMITTED. CBC 1010.1.9. ALL DOOR HARDWARE SHALL BE LEVER TYPE, PUSH-PULL ACTIVATING BARS OR PANIC HARDWARE SHALL BE LEVER TYPE, PUSH-PULL ACTIVATING BARS OR PANIC HARDWARE THAT DOES NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST TO OPERATE. (PER CBC 11B-309.4)</li> <li>D. DOORS WITH GLAZING SHALL BE PROVIDED WITH 10" HIGH SMOOTH METAL PANEL AT THE BOTTOM. (PER CBC 11B-404.2.10)</li> <li>E. BOTTOM OF DOOR TO BE SMOOTH AND UNINTERUPTED, TO ALLOW DOOR TO BE OPENED BY WHEELCHAIR FOOTREST. SEC. 11B-404.2.10.</li> <li>F. PROVIDE SIGN AT MAIN EXIT DOORS INDICATING: "THIS DOOR MUST REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED" PER CBC 1010.1.9.3. ALL OTHER DOORS SHALL BE OPENABLE FROM INSIDE WITHOUT THE</li> </ul>	H. ALL ALUMINUM DOORS STILS AND TOP RAILS SHALL BE 5" U.N.O. ALL GLASS TYPES AND THICKNESS SHALL COMPLY WITH UBC TABLE 24-A AND GRAPH 24.1         I. SEE SPECIFICATIONS FOR ADDITIONAL DOOR HARDWARE INFORMATION. REFER TO FLOOR PLANS FOR DOOR HARDWARE FUNCTION FOR REQUIREMENTS.         J. COMPLY WITH SEC. 2406 FOR REQUIRED SAFETY GLAZING.         K. DOOR, GATES, AND SIDE LIGHTS ADJACENT TO DOORS OR GATES, CONTAINING ONE OR MORE GLAZING PANELS THAT PERMIT VIEWING THROUGH THE PANELS SHALL HAVE THE BOTTOM OF AT LEAST ONE OF THE GLAZED PANEL LOCATED 43 INCHES MAXIMUM ABOVE THE FINISHED FLOOR. (PER CBC 11B-404.2.11)         DOOR SIGNAGE LEGEND:       DOOR ABBREVIATIONS:         \$1 - VERIFY ROOM NAME WITH OWNER       HM HOLLOW METAL         \$2 - TOILET ROOM SIGNAGE "MEN"       PL         \$3 - TOILET ROOM SIGNAGE "MEN"       PL         \$4 - ACCESSIBLE ENTRANCE SIGN       AL         AL ALUMINUM       SS
*** ADJUST DOOR CLOSER *** ADJUST DOOR CLOSER	USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. G. ALL HOLLOW METAL DOORS STILES AND TOP RAILS SHALL BE 5" MINIMUM. (U.N.O.)	MT METAL PF PRE-FINISHED PAINT
G DOOR CLOSER TO BE ADJUSTED TO OBTAIN A 5 LB. MAX G FORCE AND TO CLOSE AT REQUIRED SPEED PER CBC 11B-404.2.8		



ACCESSIBILITY NOTES:

DOORS SHALL BE READILY OPENABLE FROM EGRESS SIDE WITHOUT THE USE OF A KEY, IAL KNOWLEDGE OR EFFORT. (CBC 1010.1.9)

RE SHALL BE A LEVEL AND CLEAR FLOOR OR ING ON EACH SIDE OF DOOR. THE LEVEL SHALL HAVE A LENGTH IN THE DIRECTION OOR SWING OF AT LEAST 60" AND THE TH OPPOSITE THE DIRECTION OF DOOR IG OF 48" AS MEASURED AT RIGHT ANGLES HE PLANE OF THE DOOR IN THE CLOSED TION. (CBC 11B-404.2.4.1)

MUM DOOR EFFORT TO OPERATE DOORS L NOT EXCEED 5 POUNDS FOR EXTERIOR RS AND 5 POUNDS FOR INTERIOR DOORS, I PULL OR PUSH EFFORT BEING APPLIED AT F ANGLES TO HINGED DOORS AND AT THE ER PLANE OF SLIDING OR FOLDING DOORS. PENSATING DEVICES OR AUTOMATIC DOOR ATORS MAY BE UTILIZED TO MEET THE /E STANDARDS. WHEN FIRE DOORS ARE JIRED, THE MAXIMUM EFFORT TO OPERATE DOOR MAY BE INCREASED TO THE MINIMUM WABLE BY THE APPROPRIATE INISTRATIVE AUTHORITY, NOT TO EXCEED 15 NDS. (CBC 11B-404.2.9)

R HANDLES, PULLS, LATCHES, LOCKS AND ER OPERATING DEVICES ON DOORS JIRED TO BE ACCESSIBLE BY CHAPTER 11A HAPTER 11B SHALL NOT REQUIRE TIGHT PING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE. (CBC 1010.1.9.1)

5. HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON DOORS AND GATES SHALL BE 34 INCHES MINIMUM AND 44 INCHES MAXIMUM ABOVE THE FINISH FLOOR OR GROUND. WHERE SLIDING DOORS ARE IN THE FULLY OPEN POSITION, OPERATING HARDWARE SHALL BE EXPOSED AND USABLE FROM BOTH SIDES. (CBC 11B-404.2.7 AND 11B-309.4)

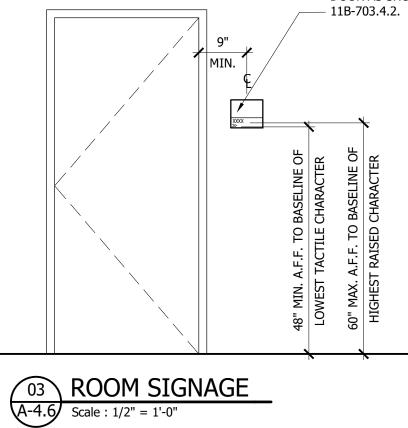
6. SWINGING DOOR AND GATE SURFACES WITHIN 10 INCHES OF THE FINISH FLOOR OR GROUND MEASURED VERTICALLY SHALL HAVE A SMOOTH SURFACE ON THE PUSH SIDE EXTENDING THE FULL WIDTH OF THE DOOR OR GATE. PARTS CREATING HORIZONTAL OR VERTICAL JOINTS IN THESE SURFACES SHALL BE WITHIN 1/16 INCH OF THE SAME PLANE AS THE OTHER AND BE FREE OF SHARP OR ABRASIVE EDGES. CAVITIES CREATED BY ADDED KICK PLATES SHALL BE CAPPED. (CBC 11B-404.2.10)

7. DOOR OPENINGS SHALL PROVIDE A CLEAR WIDTH 32 INCHES MINIMUM. CLEAR OPENINGS OF DOORWAYS WITH SWINGING DOORS SHALL BE MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90 DEGREES. (CBC 11B-404.2.3)

- 8. CHANGES IN LEVEL OF 1/4 INCH HIGH MAXIMUM SHALL BE PERMITTED TO BE VERTICAL AND WITHOUT EDGE TREATMENT (CBC 11B-303.2)
- 9. CHANGES IN LEVEL BETWEEN 1/4 INCH HIGH MINIMUM AND 1/2 INCH HIGH MAXIMUM SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2.

ROOM SIGNAGE, MATCH EXISTING. INSTALL PERMANENT IDENTIFICATION SIGNAGE ON THE LATCH SIDE OF THE DOOR AS SHOWN. LOCATION PER CBC

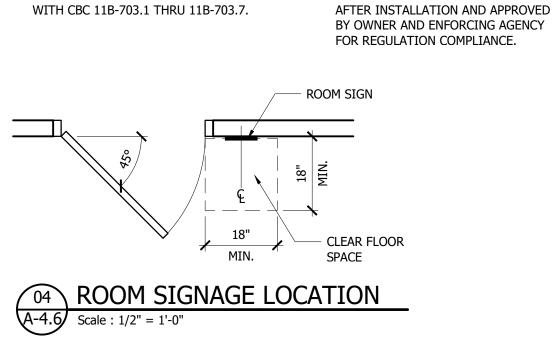
2. ALL SIGNAGE TO BE APPROVED PRIOR TO FABRICATION AND FIELD INSPECTED

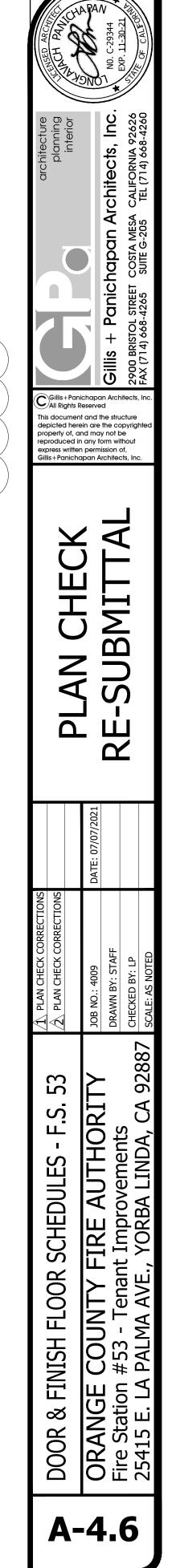


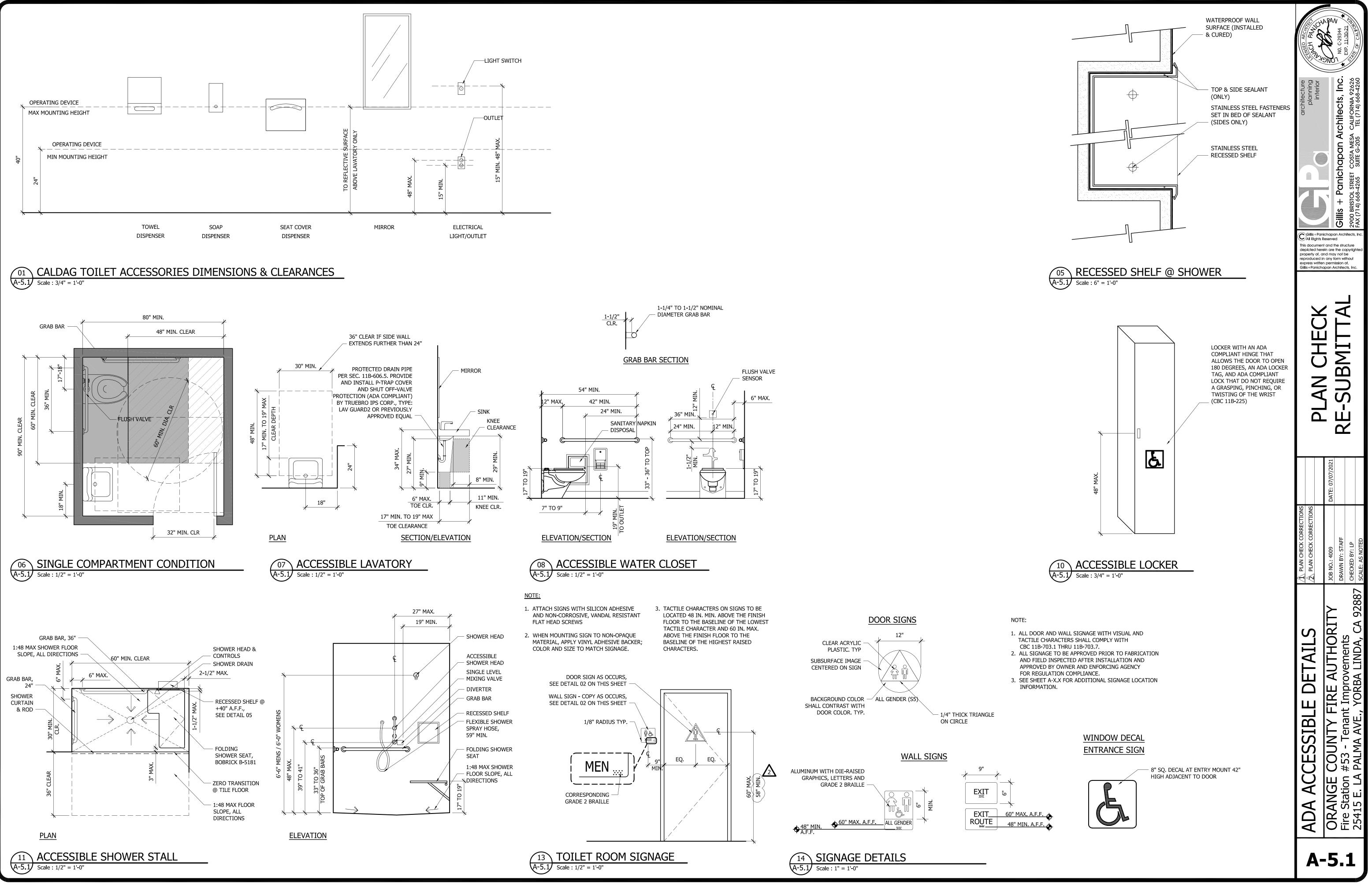
NOTE:

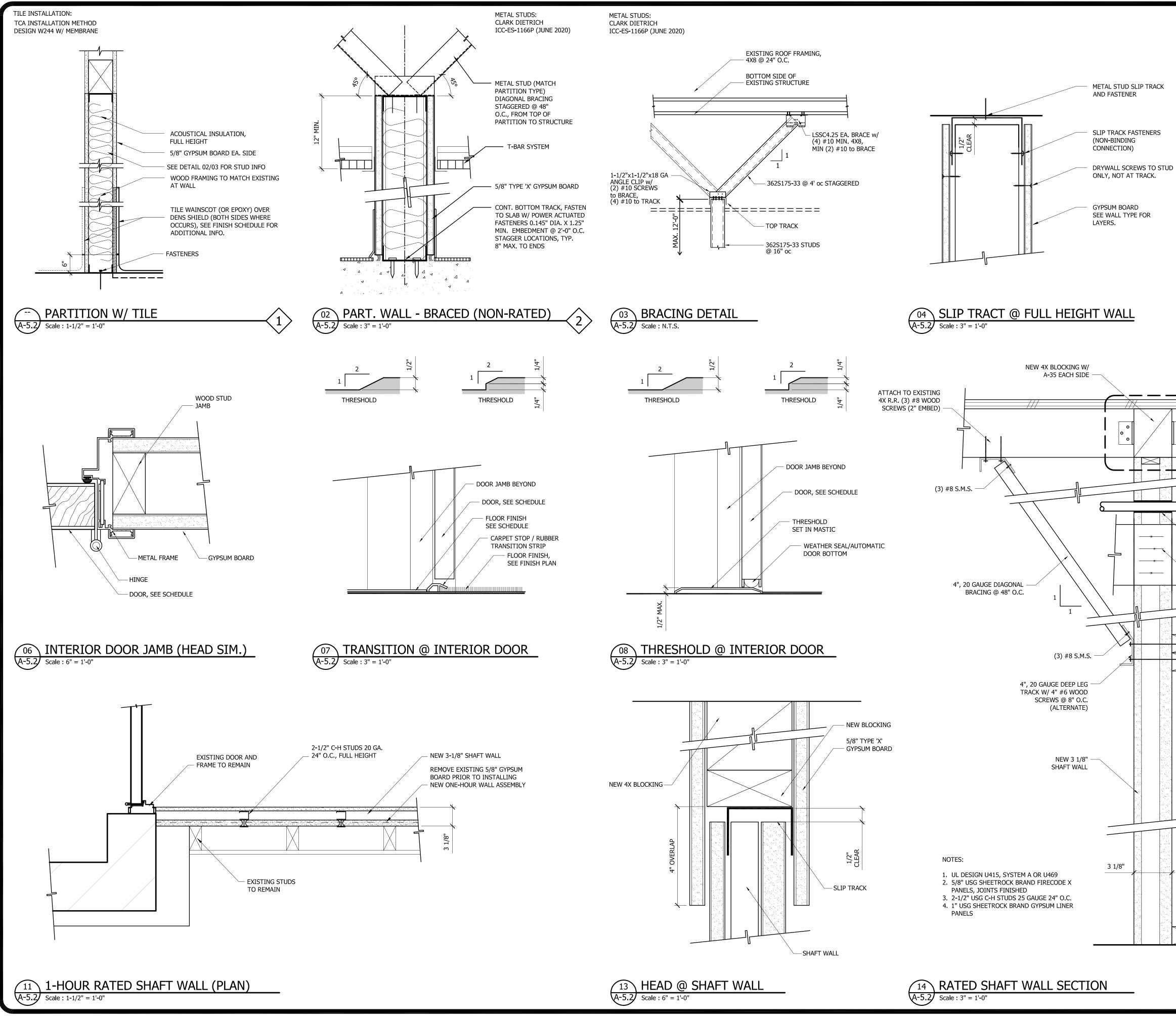
1. ALL WALL SIGNAGE WITH VISUAL AND

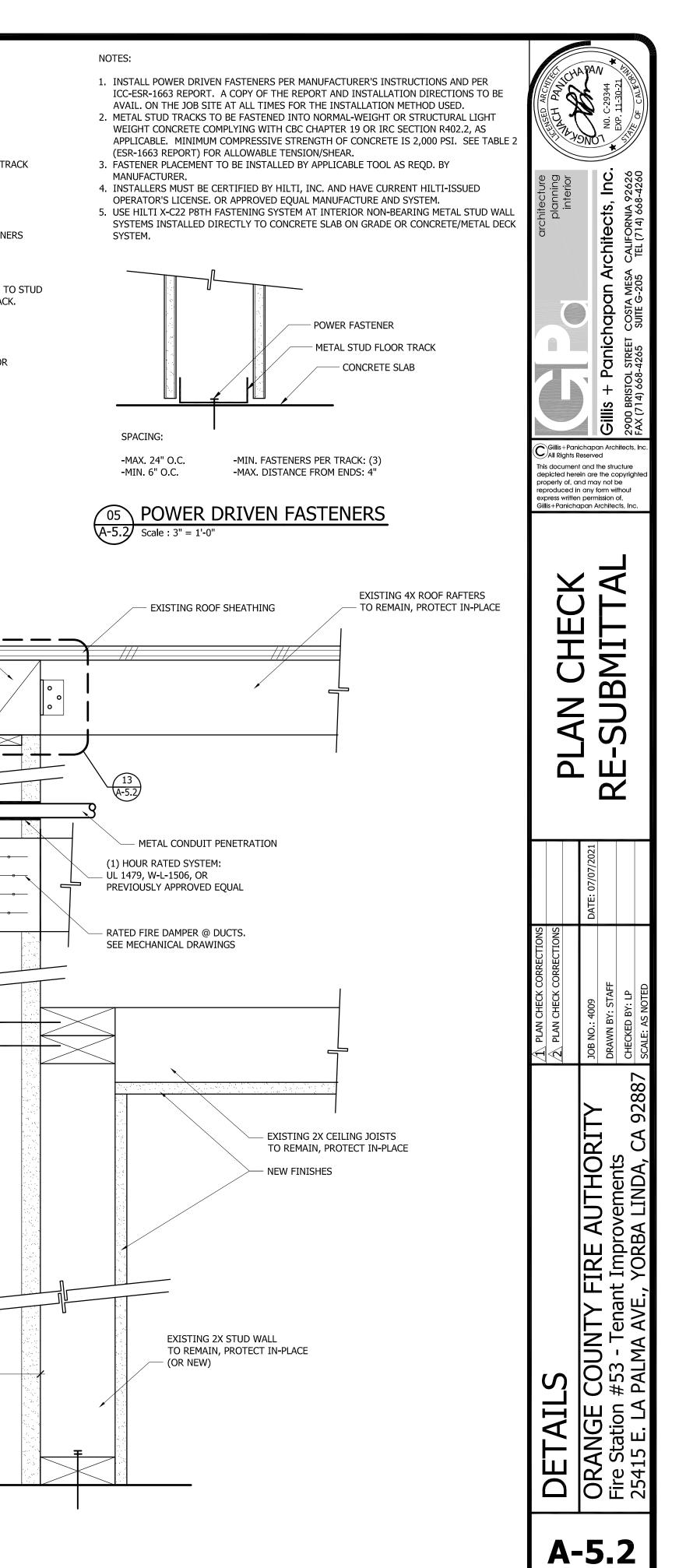
TACTILE CHARACTERS SHALL COMPLY

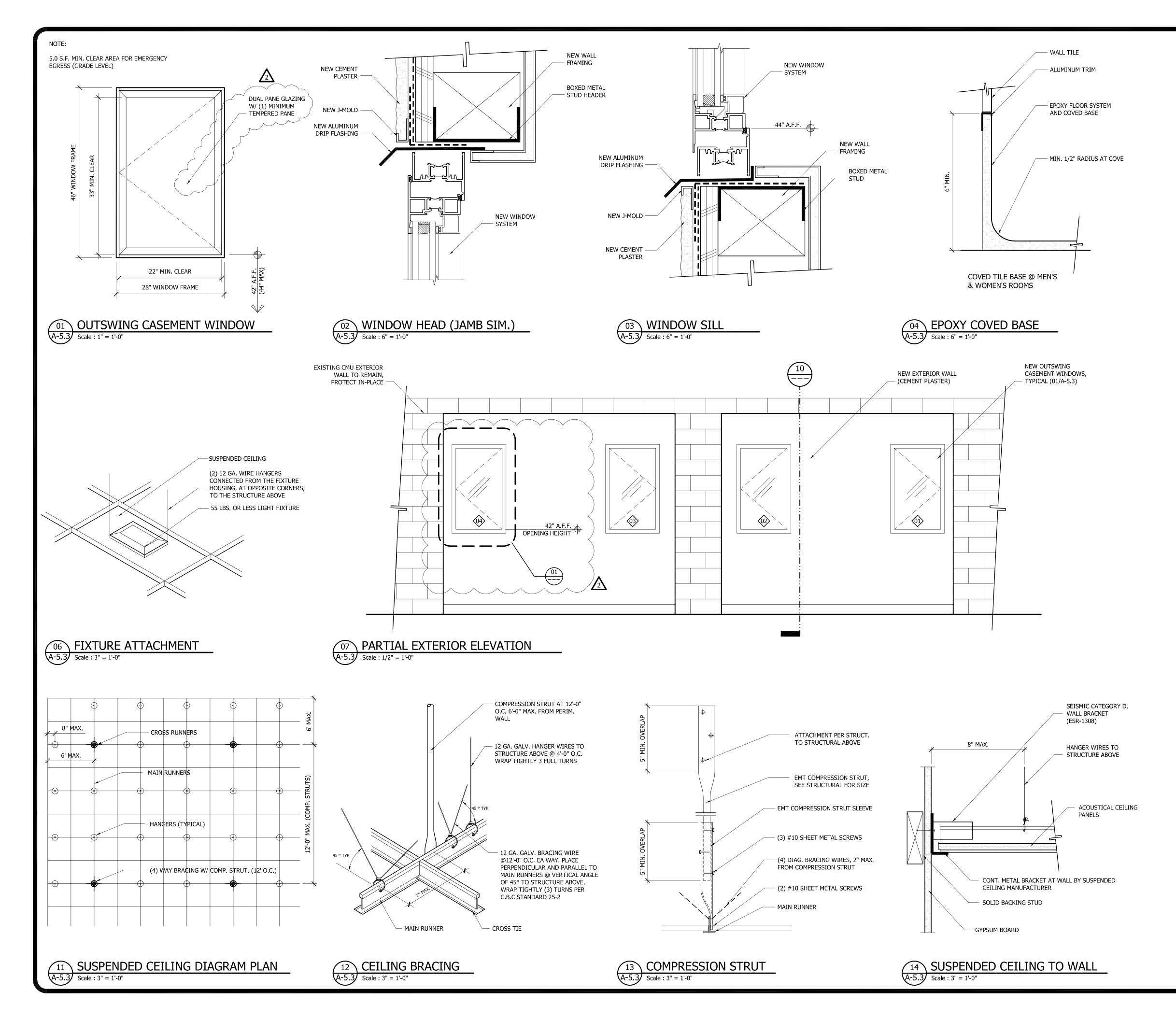


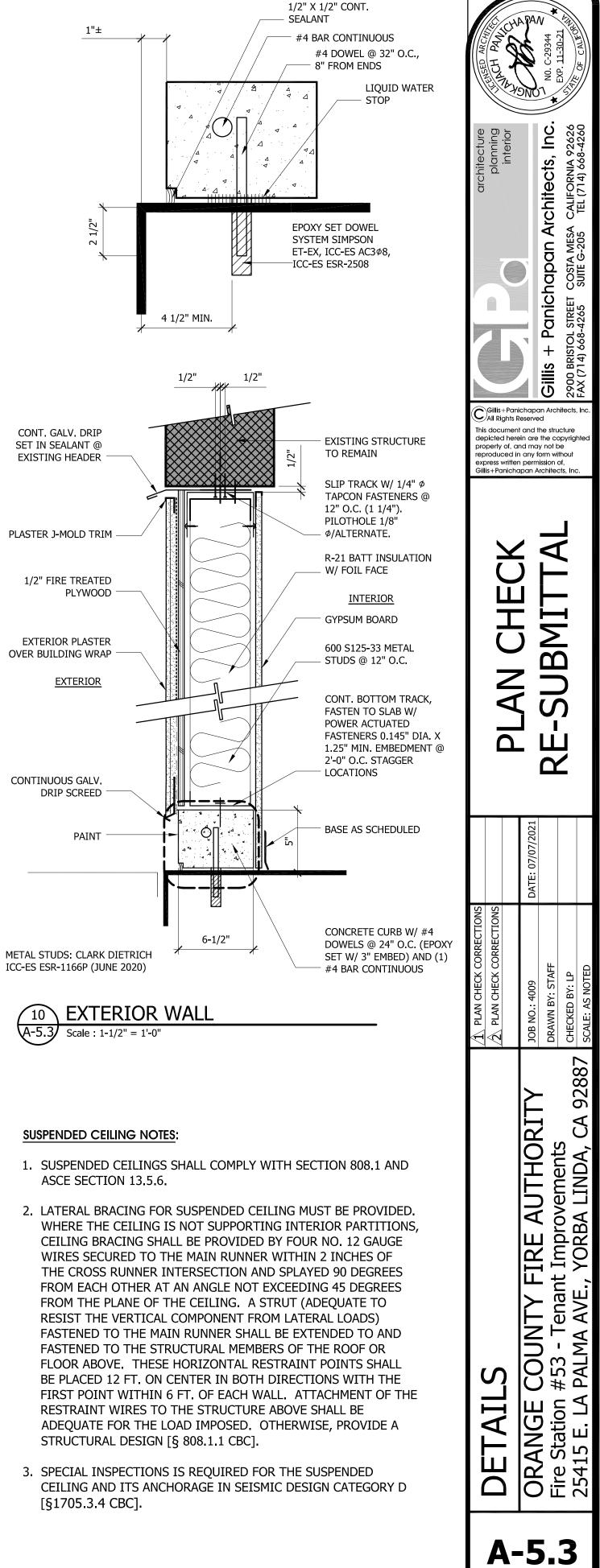












## SYMBOLS LIST

F	FIRE ALARM PULL STATION. MOUNT AT +48 INCHES UNLESS OTHERWISE NOTED.	
F⊲	FIRE ALARM PULL STATION, VISUAL STROBE LIGHT AND HORN. MOUNT PULL STATION AT +48 INCHES. MOUNT HORN AND LIGHT AT +80	F
	INCHES ABOVE HIGHEST FLOOR LEVEL IN ROOM OR 6 INCHES BELOW CEILING, WHICHEVER IS LOWER.VISUALS SHALL BE 30 CANDELA (75 CD	۸ <u>ا</u>
	ON AXIS) U.N.O. 15 CD OR 110 CD DEVICES SHALL BE PROVIDED AS PER NFPA 72.	
FATC	FIRE ALARM TERMINAL CABINET.	
FACP	FIRE ALARM CONTROL PANEL, "FACP". REFER TO SPECIFICATIONS.	
<b>I</b>	PHOTOELECTRIC TYPE SMOKE DETECTOR MOUNTED ON CEILING OR WALL PER DRAWINGS. ASTERISK (*) ADJACENT INDICATES RELAY BASED AND LISTED FOR DOOR CONTROL.	
	CONDUIT RUN, CONCEALED IN CEILING, WALLS OR UNDER FLOORS.	
	CONDUIT RUN EXPOSED.	
	CONDUIT RUN UNDERGROUND.	
AIC	CONDUIT STUBBED OUT AND CAPPED. PULL LINE IN PLACE.	
RMS	"AMPERES INTERRUPTING CAPACITY" "ROOT MEAN SQUARED"	
KW	"KILOWATT"	100AS
KVA	"KILOVOLT – AMPERES"	<u>100AS</u> 60AFU
V	"VOLTS"	×
Å	"AMPS"	VFD
WP	WEATHERPROOF, NEMA 3R	
KWH	KILOWATT HOURS	
AFF	ABOVE FINISHED FLOOR	
0.C.	"ON CENTER"	
UNO	UNLESS NOTED OTHERWISE	
C.O.	"CONDUIT ONLY". PROVIDE PULL ROPE FOR ALL EMPTY CONDUIT.	
C.	"CONDUIT", WITH CONDUCTORS AS REQUIRED BY DRAWINGS OR SPECIFICATIONS.	
ø	PHASE	
X X.X	REFERENCE DETAIL NUMBER. "X" INDICATES DETAIL NUMBER AND "X.X" INDICATES SHEET NUMBER.	<u>100AF</u> 70AT
	CROSS LINES ON CONDUIT RUNS INDICATE NUMBER OF #10 CURRENT CARRYING CONDUCTORS CONTAINED THEREIN. TWO #10 AND ONE #10 GROUND WIRE ARE INDICATED WHEN CROSS LINES ARE NOT SHOWN. NUMERALS ADJACENT TO CROSS LINES ON CONDUIT RUNS INDICATE SIZE OF CONDUCTORS IN LIEU OF #10. ALL CONDUITS SHALL CONTAIN ONE GROUND WIRE SIZED PER C.E.C. TABLE 250-95, BUT NOT SMALLER THAN #10.	ox←
B−1,3 ]	CONDUIT HOMERUN TO PANELBOARD. LETTER AND NUMERALS INDICATE ELECTRICAL PANEL AND CIRCUIT NUMBER.	<u>100AS</u>
— <u>i</u> —	ISOLATED GROUND WIRE. RUN IN ADDITION TO REGULAR GROUND WIRE.	90FU
<u> </u>	SURFACE MOUNTED BRANCH CIRCUIT PANELBOARD.	
-100-	RECESSED BRANCH CIRCUIT PANELBOARD.	
P1	PANEL DESIGNATION.	
	RECESSED COMMUNICATION TERMINAL CABINET. REFER TO DRAWINGS AND SPECIFICATIONS.	 
	SURFACE MOUNTED COMMUNICATION TERMINAL CABINET. REFER TO DRAWINGS AND SPECIFICATIONS.	
J	JUNCTION BOX IN ACCESSIBLE CEILING SPACE OR FLUSH IN WALL WITH BLANK COVER PLATE TO MATCH DEVICE PLATES.	€
		E
		_∉

$\boxtimes$	COMBINATION MAGNETIC MOTOR STARTER AND NON-FUSED DISCONNECT SWITCH.
	COMBINATION MAGNETIC MOTOR STARTER AND FUSED DISCONNECT SWITCH.
Ø	SINGLE PHASE FRACTIONAL OR INTEGRAL HORSEPOWER MOTOR.
T	TRANSFORMER, PRIMARY & SECONDARY VOLTAGE AND KVA RATING AS NOTED. TYPE AND CONFIGURATION AS SPECIFIED. PROVIDE DRY TYPE, COPPER WOUND, WALL OR BOX MOUNTED UNLESS NOTED OTHERWISE.
⊖F	EQUIPMENT WITH "E" ADJACENT IS EXISITNG TO REMAIN.
€ R	EQUIPMENT WITH "R" ADJACENT IS EXISTING TO BE COMPLETELY DISCONNECTED AND REMOVED.
⊙ <sub>RR</sub>	EQUIPMENT WITH "RR" ADJACENT IS EXSTING TO BE DISCONNECTED, REMOVED AND RELOCATED TO NEW LOCATION AND RECONNECTED AS REQUIRED.
⊙ <sub>ER</sub>	RELOCATED EQUIPMENT SHOWN IN NEW LOCATION.
$\Phi$	FLOOR MOUNTED COMBINATION RECEPTACLE & TELE/DATA
₽	HALF-SWITCHED DUPLEX RECEPTACLE
J	JUNCTION BOX FLUSH IN FLOOR
마	NON-FUSED DISCONNECT SWITCH. "AS" INDICATES SWITCH AMPERE RATING.
Ē۲	FUSED DISCONNECT SWITCH. "AS" INDICATES SWITCH AMPERE RATING. "AFU" INDICATES FUSE AMPERE RATING.
	MAGNETIC MOTOR STARTER. ROMAN NUMERAL INDICATES NEMA STARTER SIZE. ADDITIONAL SUBSCRIPTS INDICATE STARTER TYPE AND SIZE.
, 11	(TYPICAL FOR ALL MAGNETIC STARTER SYMBOLS.)
	NO SUBSCRIPT - FULL VOLTAGE, NON REVERSING
	PR – PRIMARY RESISTOR REDUCED VOLTAGE AT – AUTOTRANSFORMER REDUCED VOLTAGE
	WD – WYE-DELTA REDUCED VOLTAGE
	PW - PART WINDING REDUCED VOLTAGE
	SS – SOLID STATE REDUCED VOLTAGE
	REV - REVERSING TYPE 2S - TWO SPEED
	2S - TWO SPEED 2W - TWO WINDINGS
	CH – CONSTANT HORSEPOWER
	CT – CONSTANT TORQUE
	VT – VARIABLE TORQUE
	VFD – VARIABLE FREQUENCY DRIVE
\$	LOW VOLTAGE DIMMER SWITCH (SAME ABBREVIATIONS APPLY AS ABOVE)
¶ 3P 	MOLDED CASE CIRCUIT BREAKER. "AF" INDICATES AMPERE FRAME, "AT" INDICATES AMPERE TRIP RATING AND NUMBER OF POLES AS INDICATED. SUBSCRIPT INDICATES TYPE.
	NO SUBSCRIPT THERMAL MAGNETIC
	NA NON-AUTOMATIC
	MO MAGNETIC ONLY
	CL CURRENT LIMITING SS SOLID STATE
	EM ELECTRONIC METERING PACKING
_ ⌒_→≻	DRAW-OUT TYPE CIRCUIT BREAKER.
● <sub>3P</sub>	FUSED SWITCH. "AS" INDICATED AMPERE SWITCH RATING, "AFU" INDICATES AMPERE FUSE RATING, NUMBER OF POLES AS INDICATED.
<u></u>	VOLTAGE TRANSFORMER. FLOOR MOUNTD, COPPER WOUND, DRY TYPE UNLESS SPECIFIED OTHERWISE.
⊱	CURRENT TRANSFORMERS, "C.T.s"
$\neg \vdash$	POTENTIAL TRANSFORMER, P.T.s".
M	UTILITY METER SOCKET, WITH C.T.S, CLIPS, ETC., PER SERVING UTILITY COMPANY.
III+	GROUND, "GRD".
€	DUPLEX GROUNDING TYPE RECEPTACLE, 20 AMP, 125 VOLT
₽	DUPLEX GROUND FAULT INTERRUPTING TYPE RECEPTACLE, 20 AMP, 125 VOLT
⊕	TWO DUPLEX GROUNDING TYPE RECEPTACLES IN 4S BOX, 20 AMP, 125 VOLT

			APPLICABLE CODES
DISCONNECT		WALL MOUNTED COMBINATION VOICE/DATA OUTLET. SINGLE GANG MUD RING AND	BUILDING OCCUPANCY CLASSIFICATION:
DISCONNECT	4	PLATE. ENGRAVE PLATE "VOICE" AND "DATA" OVER RESPECTIVE JACKS.	THE CONSTRUCTION OF THIS PROJECT SHALL CONFORM TO THE REQUIREMENTS OF: 2019 BUILDING STANDARD ADMINISTRATIVE CODE
ONNECT SWITCH.		VERIFY TYPE OF JACK WITH SCE IT. CONTRACTOR SHALL RUN 1-1/2"C.O MIN. FROM DATA JACK TO 6" ABOVE CEILING SPACE. COORDINATE CABLING	2019 CALIFORNIA BUILDING CODE (CBC)
		REQUIREMENTS WITH SCE IT.	2019 CALIFORNIA ELECTRICAL CODE (CEC)
TOR.	X	PANEL NAME.	2019 CALIFORNIA MECHANICAL CODE (CMC)
A RATING AS DRY TYPE,			2019 CALIFORNIA PLUMBING CODE (CPC)
DTHERWISE.	FD-SD	FIRE AND SMOKE DAMPER	2019 CALIFORNIA ENERGY CODE
	₩	SURFACE MOUNTED EMERGENCY LIGHTING UNIT WITH 90 MIN. EMERGENCY BATTERY PACK. REFER TO LIGHTING FIXTURE SCHEDULE.	2019 CALIFORNIA FIRE CODE (CFC),
ETELY	05	CEILING MOUNTED OCCUPANCY SENSOR	
NNECTED,	OL RC	CEILING MOUNTED DAYLIGHT SENSOR ROOM CONTROLLER	
NECTED AS		CEILING LIGHT FIXTURE AND OUTLET, HID, FLUORESCENT, OR INCANDESCENT.	
	0 1a	LOWER CASE LETTER INDICATES CONTROLLING SWITCH, NUMERAL INDICATES CIRCUIT. SHADED SYMBOL INDICATES FIXTURE WITH EMERGENCY POWER PROVISIONS.	
	. ⊙ 1a	FLUORESCENT LIGHT FIXTURE OUTLET. LOWER CASE LETTER INDICATES CONTROLLING SWITCH, NUMERAL INDICATES CIRCUIT. SHADED CIRCLE DENOTES FIXTURE WITH EMERGENCY POWER PROVISIONS.	
MPERE RATING.	<b>—о—</b> і	FLUORESCENT STRIP FIXTURE. LOWER CASE LETTER INDICATES CONTROLLING SWITCH. NUMERAL INDICATES CIRCUIT. SHADED CIRCLE DENOTES FIXTURE WITH EMERGENCY POWER PROVISIONS.	
E RATING.	0	BRACKET OR WALL MOUNTED LIGHT FIXTURE AND OUTLET, HID,	FIRE ALARM PERMIT NOTE
	O-1 1a	FLUORESCENT OR INCANDESCENT. LOWER CASE LETTER INDICATES CONTROLLING SWITCH, NUMERAL INDICATES CIRCUIT. SHADED CIRCLE	
ema starter		DENOTES FIXTURE WITH EMERGENCY POWER PROVISIONS.	CONTRACTOR SHALL PROVIDE AND SUBMIT FIRE ALARM SAFETY CONSTRUCTION DOCUMENTS FOR ALL AGENCY PLAN CHECK REQUIREMENTS. APPROVAL SHALL BE OBTAINED PRIOR TO THE INSTALLATION
ID SIZE.		ILLUMINATED EXIT LIGHT FIXTURE. SIDE, BACK, CEILING, OR PENDANT	OF THE SYSTEM.INTERCONNECTING WIRING AND CONDUIT SIZES ARE NOT INDICATED. CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING RACEWAY, WIRING PLANS, VOLTAGE DROP CALCULATION
	$\otimes$	MOUNTED, SINGLE OR DOUBLE FACED AS NOTED BY SHADED ARC, WITH OR WITHOUT DIRECTIONAL ARROW AS NOTED ON THE DRAWINGS. NOT TO	AND COMPLETE ONE LINE DIAGRAM OF THE SYSTEM.
TAGE TAGE		BE USED AS JUNCTION BOX OR "THROUGH-WIRE" DEVICE.	CONTRACTOR SHALL PROVIDE AS PART OF FIRE ALARM SYSTEM:
		LOW LEVEL EXIT LIGHT FIXTURE, WALL MOUNTED WITH OR WITHOUT	<ul> <li>* CONSTRUCTION DOCUMENT AND SHOP DRAWINGS.</li> <li>* SUBMIT AND SECURE FIRE MARSHAL APPROVAL.</li> <li>* FIELD TO VERIFY EXISTING FIRE ALARM DEVICES. ADD AND/OR</li> </ul>
	⊗ †	DIRECTIONAL ARROW AS NOTED ON THE DRAWINGS. BOTTOM OF FIXTURE AT +6 INCHES ABOVE FINISHED FLOOR AND WITHIN FOUR INCHES OF DOOR FRAME WHERE APPLICABLE.	RELOCATE EXISTING DEVICES TO COMPLY TO NEW SPACE CONFIGURATION.
		LIGHTING FIXTURE IDENTIFICATION SYMBOL. LETTER INDICATES FIXTURE	
		TYPE. NUMERALS IN LOWER HALF OF HEXAGON INDICATE FIXTURE WATTAGE (INCLUDING BALLAST WHERE APPLICABLE). NUMERAL OUTSIDE	ABBREVIATIONS
	<u>106</u> +9'-0"	TOP OF HEXAGON INDICATES NUMBER OF FIXTURES REQUIRED. NUMERAL OUTSIDE BOTTOM OF HEXAGON INDICATES MOUNTING HEIGHT FROM	AF AMPERE FRAME RATING OF CIRCUIT BREAKERS
	15 0	FLOOR TO BOTTOM OF FIXTURE. OMISSION OF MOUNTING HEIGHT	AF AMPERE FRAME RATING OF CIRCUIT BREAKERS AFF ABOVE FINISHED FLOOR AFU AMPERE FUSE RATING
		INDICATES CEILING MOUNTING.	AIC AMPS INTERRUPTING CAPACITY RATING (RMS SYMMETRICAL) AM AMMETER
	SM	HP RATED SWITCH	AMP, A AMPERES AS AMPERE SWITCH RATING
FRAME, "AT" S INDICATED.	3k Sa	SWITCH. LOWER CASE LETTER AT BOTTOM INDICATES OUTLETS CONTROLLED. CAPITAL SUPERSCRIPT INDICATES SWITCH TYPE.	AT AMPERE TRIP RATING OF BREAKER AWG AMERICAN WRE GAUGE
		NO SUPERSCRIPT - SINGLE POLE SWITCH	BKR BREAKER C. CONDUIT
		2 – DOUBLE POLE 3 – THREE WAY	CAB CABINET CC CENTER TO CENTER CKT CIRCUIT
		4 – FOUR WAY I – ILLUMINATED HANDLE	C.O. CONDUIT ONLY CU COPPER
		K – KEYED SWITCH	DWG DRAWNG E EXISTING
		LC – LOCKABLE COVER M – MANUAL MOTOR STARTER WITH	FF FINISHED FLOOR FLEX FLEXIBLE
		THERMAL OVERLOAD PROTECTION MC – MOMENTARY CONTACT	FLUOR FLUORESCENT FUT FUTURE GND GROUND
'AFU"		P – PILOT LIGHT	GND GROUND HZ HERTZ J.B. JUNCTION BOX
DICATED.		PR - PRESS TYPE TP - THREE POSITION	k THOUSAND (KILO) kV KILOVOLTS
		T – TIMER, 0–6 HR ROTARY OR AS NOTED	kw Kilowatts kva kilovolt Amperes
DRY TYPE	₽	HALF CONTROLLED DUPLEX GROUND FAULT INTERRUPTING TYPE RECEPTACLE, 20 AMP, 125 VOLT, 2 POLE, 3 WIRE.	kwh     Kilowatt-Hours       LT, LTS     Light, Lights       LTG     Lighting       MAX     Maximum
	Φ	FLUSH FLOOR MOUNTED DUPLEX GROUNDING TYPE RECEPTACLE, 20 AMP, 125 VOLT	MCB     MAIN CIRCUIT BREAKER       MCC     MOTOR CONTROL CENTER       MCM     THOUSAND CIRCULAR MILS       MT, MTD, MTG     MOUNT, MOUNTED, MOUNTING
ng utility		WALL POWER IN-FEED JUNCTION BOX FOR WORKSTATIONS FOR POWER AND TELEPHONE/DATA. SINGLE GANG TELEPHONE BOX. PROVIDE 1-1/2"CONDUIT AND STUB-UP AT +6" ABOVE CEILING WITH A SUPER FLEX CONDUIT., UNLESS OTHERWISE NOTED. VERIFY LOCATION WITH FURNITURE CONTRACTOR. PROVIDE MAX. 6' FLEX WHIP FOR CONNECTION.	NO, NOS NUMBER, NUMBERS NTS NOT TO SCALE OC ON CENTER PNL PANEL PNLBD PANELBOARD PRI PRIMARY
_	¢ کا	WALL MOUNTED OCCUPANCY SENSOR +42"AFF,U.O.N. (SINGLE MANUAL ON/OFF DIMMER SWITCH)	PWR     POWER       R     REMOVED       REC     RECEPTACLE       RECPTS     RECEPTACLES
1		WALL MOUNTED OCCUPANCY SENSOR +42"AFF,U.O.N. (DOUBLE MANUAL ON/OFF DIMMER SWITCH)	REQD REQUIRED SW SWITCH SYS SYSTEM SYM SYMMETRICAL
20 AMP,			TEMP TEMPERATURE TYP TYPICAL
20 AMP,			UNO UNLESS NOTED OTHERWISE W WRE
LU MMIF,			WP WEATHERPROOF XFMR TRANSFORMER
			ZD ZONE DAMPER

	SHEET INDEX		29344 ARCHING
SHEET NO.	SHEET NAME		
E-0.1	ELECTRICAL SYMBOL LIST AND ABBREN	VIATIONS	P NOT S
E-0.2	ELECTRICAL SPECIFICATIONS		TONGE S
E-0.3 E-0.4	EXISTING SINGLE LINE DIAGRAM AND P T-24 COMP. FORMS & LTG. FIXTURE S		terior In C.
E-0.5	LIGHTING FIXTURE CUTSHEETS		
E-2.0	DEMOLITION LIGHTING PLAN		Architects,
E-2.1	DEMOLITION POWER PLAN		
E-3.0	PROPOSED LIGHTING PLAN		
E-3.1	PROPOSED POWER PLAN		Panichapan
			BRISTOL STRFFT
			Gillis
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		PROFESSION Sector A Vision And	LIST AND ABBREVIATIONS
		EXP. 3-31-22	CAL SYMBOL LIST AND ABBREVIATIONS SE COUNTY FIRE AUTHORITY ion #53 - Tenant Improvements
		H2S Engineers Inc.	CAL SYMBOL LIST AND ABBREVIATIONS SE COUNTY FIRE AUTHORITY ion #53 - Tenant Improvements
		H2S Engineers Inc. Consulting MEP Engineers Anaheim, CA 92801	CAL SYMBOL LIST AND ABBREVIATIONS SE COUNTY FIRE AUTHORITY ion #53 - Tenant Improvements
		H2S Engineers Inc. Consulting MEP Engineers	LIST AND ABBREVIATIONS

#### PART 1 - GENERAL

#### A SCOPE

- FURNISH AND INSTALL A COMPLETELY WRED AND OPERATIONAL ELECTRICAL SYSTEM AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO, THESE MAJOR ITEMS.
- LIGHTING FIXTURES AS INDICATED AND SPECIFIED ON THE PLANS.
- ELECTRICAL PANELS, CONTROLS, SERVICE, DISCONNECTS, CONDUIT WRING, ETC., FOR ALL outlets and equipment.
- TELEPHONE OUTLETS AND CONDUIT AS INDICATED.
- CONDUIT AND CUTLETS FOR ALARM, COMPUTER, AND SECURITY SYSTEMS AS INDICATED.
- CONTROL WIRING FOR ELECTRICAL SYSTEMS.
- PROVIDE PERMITS AND INSPECTIONS AS REQUIRED.
- B. CODES, REGULATIONS AND STANDARDS

#### THE INSTALLATION SHALL COMPLY WITH APPLICABLE LOCAL AND STATE CODES AND ORDINANCES, WITH THE REGULATIONS OF THE LATEST ADOPTED EDITION OF THE FOLLOWING CODES AND WITH THE REQUIREMENTS OF THE POWER AND TELEPHONE COMPANIES FURNISHING SERVICES TO THIS INSTALLATION.

- THE FOLLOWING INDUSTRY STANDARDS, SPECIFICATIONS AND CODES ARE MINIMUM REQUIREMENTS:
  - NEMA-NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION STANDARDS
  - NEC-NATIONAL ELECTRICAL CODE
  - UL-UNDERWRITER LABORATORIES INCORPORATED STANDARDS
  - ANSI-AMERICAN NATIONAL STANDARDS INSTITUTE
  - IEEE-INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS
  - NESC-NATIONAL ELECTRICAL SAFETY CODE
  - TITLE 24-CALIFORNIA ENERGY COMMISSION q.
- C. INSPECTION OF SITE
  - 1.PRIOR TO SUBMITTING A BID FOR ELECTRICAL WORK, THE ELECTRICAL CONTRACTOR SHALL VISIT THE SITE OF THE PROPOSED CONSTRUCTION AND SHALL THOROUGHLY ACQUAINT HIMSELF WITH EXISTING UTILITIES AND WORKING CONDITIONS TO BE ENCOUNTERED, ETC. ALLOWANCE WILL NOT BE MADE FOR NON-COMPLIANCE WITH THIS CONDITION AFTER BIDDING.
- D. GENERAL WORKMANSHP
  - ALL WORK SHALL BE EXECUTED AND FINISHED IN A PRACTICAL MANNER AND SHALL PRESENT A NEAT AND WORKMANLIKE APPEARANCE WHEN COMPLETED.
  - ALL WORK MUST BE ACCEPTABLE TO THE OWNER. WHERE A DETAILED METHOD OF INSTALLING THE WORK IS NOT SPECIFIED OR INDICATED, INSTALL WORK AS DIRECTED BY THE OWNER.
- E. RELATED WORK BY OTHERS
  - 1.ELECTRICAL DRAWINGS IDENTIFY UTILITY SERVICE REQUIREMENTS FOR POWER, TELEPHONE, AND CABLE TV WITHIN AND UP TO FIVE FEET OUTSIDE THE BUILDING. UTILITY ELECTRICAL SERVICE TRANSFORMER(S), WHERE SHOWN ON THE SITE PLAN, ARE FOR INFORMATION ONLY AND INDICATE THE PREFERRED POINT OF SERVICE. UTILITY CONDUIT SYSTEMS, PULLBOXES, AND OTHER STRUCTURES, WHERE SHOWN ON THE SITE PLAN, ARE ALSO FOR INFORMATION ONLY AND INDICATE THE PREFERRED ROUTING. THE ELECTRICAL CONTRACTOR SHALL REFER TO UTILITY SERVICE. DRAWINGS FOR ACTUAL UTILITY SERVICE REQUIREMENTS FOR THIS PROJECT. UTILITY SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED UTILITY SERVICE DRAWINGS. IT SHALL BE THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO CONTACT AND FOLLOW-UP WITH ALL UTILITY COMPANES TO OBTAIN BOTH PRELIMINARY AND FINAL DESIGN DRAWINGS FOR THIS PROJECT.
  - THE ELECTRICAL CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE ELECTRICAL α. SERVICE ENTRANCE, MEET ALL POWER COMPANY REQUIREMENTS AND SHALL PAY ALL JULITY COMPANY CHARGES
  - THE LOCAL TELEPHONE COMPANY WILL FURNISH AND INSTALL ALL TELEPHONE WIRING AND Equipment and will make all final telephone connections. The electrical CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE TELEPHONE SERVICE ENTRANCE, VEET ALL TELEPHONE REQUIREMENTS AND SHALL PAY ALL UTILITY COMPANY CHARGES.
  - THE ELECTRICAL CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE CARLE ERVICE ENTRANCE, MEET ALL CABLE COMPANY REQUIREMENTS AND SHALL PAY ALL UTILITY COMPANY CHARGES.
- F. COOPERATION WITH OTHER CONTRACTORS
  - COOPERATE WITH THE OTHER TRADES SO THAT THE INSTALLATION OF THE ELECTRICAL OUTLETS AND EQUIPMENT WILL BE PROPERLY COORDINATED. CONDUIT, FIXTURES, AND OTHER EQUIPMENT LOCATIONS SHALL BE CHECKED WITH THE OTHER TRADES TO AVOID CONFLICT WITH THE PIPING, DUCTWORK, STEEL, BEAMS, OR OTHER OBSTRUCTIONS.
  - CAREFULLY CHECK THE LOCATIONS OF THE OUTLET BOXES AND DETERMINE THAT THEY HAVE NOT 2. BEEN DISTURBED DURING THE INSTALLATION OF MATERIALS OF OTHER TRADES.
  - COORDINATE THE LOCATION OF TRENCHES AND CONDUITS FOR UTILITY SERVICES AND OTHER DISCIPLINES WITH THE GENERAL CONTRACTOR.
- G. MECHANICAL AND ELECTRICAL COORDINATION
  - 1.ANY DEVICE WHICH CARRIES THE FULL LOAD CURRENT OF THE ELECTRICALLY DRIVEN MACHNERY. AS OPPOSED TO THE CONTROL OF INSTRUMENTATION CURRENT IN THE HOLDING COIL, IS A POWER ORCUIT AND IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR. CONTROL OR INSTRUMENTATION CIRCUITS CONNECTING HOLDING COLLS TO THE CONTROL SYSTEM AS SPECIFIED BY THE MECHANICAL ENGINEER ARE THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR.
  - THE POWER CIRCUIT IS DEFINED AS ALL DEVICES NECESSARY TO OPERATE. AND AS REQUIRED BY CODE TO PROTECT AND SERVICE THE UNIT, INCLUDING BRANCH CIRCUIT PROTECTIVE DEVICES, DISCONNECTS, MAGNETIC MOTOR STARTERS WITH RUNNING OVERLOAD AND SINGLE PHASING PROTECTION, MAGNETIC CONTACTORS, ETC.
  - THE CONTROL OR INSTRUMENTATION CIRCUIT IS DEFINED AS ALL DEVICES NECESSARY TO 3. INTERFACE THE ELECTRICAL POWER CIRCUIT WITH THE CONTROL SYSTEM AS SPECIFIED BY THE MECHANICAL ENGINEER INCLUDING CONDUIT, BOXES, CONDUIT FITTINGS, CONDUCTORS, ELECTRIC-PNEUMATIC SWITCHES, PNEUMATIC-ELECTRIC SWITCHES, ELECTRICAL AND PNEUMATIC RELAYS, PNEUMATIC TUBING, ETC.
  - THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE 120V DUPLEX RECEPTACLES WITHN 25 FEET OF ALL ROOF MOUNTED EQUIPMENT, PER NEC 210.63.

H. DRAWINGS

- THE DRAWINGS INDICATE THE GENERAL ARRANGEMENT AND LOCATIONS OF THE ELECTRICAL WORK. INFORMATION PRESENTED ON THESE DRAWINGS ARE AS ACCURATE AS PLANNING CAN DETERMINE, BUT FIELD VERIFICATION OF ALL DIMENSIONS, LOCATIONS, LEVELS, ETC., TO SUIT FIELD CONDITIONS IS REQUIRED. REVIEW ALL ARCHTECTURAL, STRUCTURAL AND MECHANICAL DRAWINGS AND ADJUST ALL WORK TO MEET THE REQUREMENTS OF CONDITIONS SHOWN. THE ARCHTECTURAL DRAWINGS SHALL TAKE PRECEDENCE OVER ALL OTHER DRAWINGS. DISCREPANCIES BETWEEN DIFFERENT PLANS, OR BETWEEN DRAWINGS AND SPECIFICATIONS, OR REGULATIONS AND CODES GOVERNING THE INSTALLATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IN WRITING BEFORE TH DATE OF BID OPENING. WHERE DISCREPANCIES OR CONFLICTS OCCUR, THE BID SHALL REFLECT THE MOST STRINGENT REQUIREMENTS. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE TO FIELD MEASURE AND CONFIRM MOUNTING HEIGHTS AND LOCATION OF ELECTRICAL EQUIPMENT WITH RESPECT TO COUNTERS, ETC. DO NOT SCALE DISTANCES OFF THE ELECTRICAL DRAWINGS. USE ACTUAL BUILDING DIMENSIONS.
- 2.UPON COMPLETION OF THE WORK UNDER THESE DRAWINGS AND SPECIFICATIONS, THE ELECTRICAL 2 CONTRACTOR SHALL PROVIDE THE OWNER WITH A COMPLETE SET OF MARKED-UP ELECTRICAL DRAWINGS SHOWING THE "AS-BUILT" CONDITION OF THE WORK. BOND PRINTS OF THE DRAWINGS REQUIRED WILL BE FURNISHED BY THE OWNER, FOR THIS PURPOSE.
- ALL OPERATING INSTRUCTIONS, PARTS LISTS AND SPARE PARTS FOR MATERIAL AND EQUIPMENT FURNISHED AND/OR INSTALLED BY THE ELECTRICAL CONTRACTOR SHALL BE TURNED OVER TO THE OWNER (THREE COPIES).

- I. SHOP DRAWINGS AND APPROVALS
  - SUBMITTALS SHALL CONSIST OF DETAILED SHOP DRAWINGS, SPECIFICATIONS, BLOCK DIAGRAMS, "CATALOG CUTS" AND DATA SHEETS CONTAINING PHYSICAL AND DIMENSIC INFORMATION, PERFORMANCE DATA, ELECTRICAL CHARACTERISTICS, MATERIALS USED AND MATERIAL FINISH. CLEARLY INDICATE BY ARROWS OR BRACKETS PRECISELY WH SUBMITTED ON AND THOSE OPTIONAL ACCESSORIES WHICH ARE INCLUDED AND THOSE FXCI UDFD.
- EACH SUBMITTAL SHALL BE ACCOMPANED SHALL BEAR A STAMP STATING THAT THE SUBMITTAL HAS BE THOROUGHLY REVIEWED BY THE CONTRACTOR AND IS IN FULL COMPLIANCE WITH THE REQUIREMENTS OF CONTRACT DOCUMENTS. COVER LETTERS SHALL LIST IN FULL THE ITEMS AND DATA SUBMITTED. FAILURE TO COMPLY WITH THIS REQUIREMENTS SHALL CONSTITUTE GROUNDS FOR REJECTION OR DATA
- 3. THE CONTRACTOR SHALL SUBMIT DETAILED DRAWINGS OF ALL ELECTRICAL EQUIPMENT AND GENERATOR ROOMS, YARDS, AND UTILITY AREAS. MINIMUM SCALE: 1/4"=1'-0".
- 4. AS PART OF THE EQUIPMENT SUBMITTALS, THE MANUFACTURER SHALL PROMDE ANCHORAGE CALCULATIONS FOR FLOOR AND WALL MOUNTED ELECTRICAL EQUIPMENT. STRUCTURAL CALCULATIONS SHALL BE PREPARED AND SIGNED BY REGISTERED STRUCTURAL ENGINEER IN CALIFORNIA
- ALL RESUBMITTALS SHALL INCLUDE A COVER LETTER THAT LISTS THE ACTION TAKEN AND REVISIONS MADE TO EVERY DRAWING AND EQUIPMENT DATA SHEET IN RESPONSE TO SUBMITTAL REVIEW COMMENTS. FAILURE TO INCLUDE THIS COVER LETTER WILL CONSTITUTE REJECTION OF THE RESUBMITTAL PACKAGE.
- CONTRACTOR SHALL SUBMIT SHORT CIRCUIT AND COORDINATION STUDIES SIGNED BY A REGISTERED ELECTRICAL ENGINEER. STUDIES SHALL BE PERFORMED IN ACCEPTANCE WITH IEEE GUIDELINES. CONTRACTOR SHALL BE SUBMITTED FOR ARCHITECT-ENGINEER REVIEW PRIOR TO ORDERING AND INSTALLING ANY EQUIPMENT. CONTRACTOR SHALL ENSURE THAT THE ACTUAL FEEDER LENGTHS MATCH STUDIES (REVISE STUDIES IF NECESSARY). SERVICE EQUIPMENT MARKINGS AS REQUIRED PER NEC 110.24 SHALL BE BASED ON CONTRACTOR SUBMITTED STUDIES.
- SUBMIT CONDUITS; FITTINGS; OUTLET PULL AND JUNCTION BOXES; WIRES; WIRING DEVICES; LIGHTING FIXTURES; LAMPS; BALLASTS; SAFETY SWITCHES; FUSES; TRANSFORMERS; PANELBOARDS; SWITCHBOARDS; CIRCUIT BREAKERS; LIGHTING CONTROL SYSTEM/DEVICES; AND FIRE ALARM SYSTEMS

SUBSTITUTIONS

- ALL REQUESTS FOR SUBSTITUTIONS SHALL CONFORM TO THE GENERAL REQUIREMENTS AND PROCEDURE OUTLINED IN DIVISION 1.
- WHERE ITEMS ARE NOTED AS "OR EQUAL", A PRODUCT OF EQUAL DESIGN, CONSTRUCTION AND 2 PERFORMANCE WILL BE CONSIDERED.
- SUBSTITUTIONS SHALL BE EQUAL, IN THE OPINION OF THE OWNER'S REPRESENTATIVE, TO THE SPECIFIED PRODUCT.
- 4. THE BURDEN OF PROOF OF EQUALITY OF A PROPOSED SUBSTITUTION FOR A SPECIFIED ITEM SHALL BE UPON THE ELECTRICAL CONTRACTOR. ELECTRICAL CONTRACTOR SHALL SUPPORT ITS REQUEST WITH SUFFICIENT TEST DATA, PHOTOMETRIC ANALYSIS, DETAILED BREAKDOWN DEFINING COST SAVINGS, AND OTHER MEANS TO PERMIT THE ARCHITECT AND/OR ENGINEER TO MAKE A FAR AND Equitable decision on the merits of the proposed substitution. Any item by A MANUFACTURER OTHER THAN THOSE SPECIFIED, OR OF BRAND NAME OR MODEL NUMBER WILL BE CONSIDERED A SUBSTITUTION. THE ARCHITECT AND/OR ENGINEER WILL BE THE SOLE JUDGE OF WHETHER OR NOT THE SUBSTITUTION IS EQUAL IN QUALITY, UTILITY, AND ECONOMY TO THAT Specified.
- APPROVAL OF A SUBSTITUTION SHALL NOT RELIEVE ELECTRICAL CONTRACTOR FROM RESPONSIBILITY FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS. ELECTRICAL CONTRACTOR SHALL BEAR THE EXPENSE FOR ANY CHANGES IN OTHER PARTS OF THIS WORK OR OTHER WORK CAUSED BY THE PROPOSED SUBSTITUTION.
- IF ARCHITECT AND/OR ENGINEER REJECTS ELECTRICAL CONTRACTOR'S SUBSTITUTE ITEM ON THE FIRST SUBMITTAL, ELECTRICAL CONTRACTOR MAY MAKE ONLY ONE ADDITIONAL REQUEST FOR SUBSTITUTION IN THE SAME CATEGORY.
- K. GUARANTEE & TESTING
  - GUARANTEE ALL MATERIAL FURNISHED AND ALL WORKMANSHIP PERFORMED FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK. ANY DEFECTS DEVELOPING WITHIN THIS PERIOD, TRACEABLE TO MATERIAL FURNISHED AS A PART OF THIS SECTION OR WORKMANSHIP PERFORMED HEREUNDER, SHALL BE CORRECTED AS NECESSARY AT NO COST TO THE OWNER.
- SYSTEM SHALL BE TESTED FOR PROPER OPERATION. IF TESTS SHOW THAT WORK IS DEFECTIVE ELECTRICAL CONTRACTOR SHALL MAKE CORRECTIONS AS NECESSARY AT NO COST TO THE OWNER.
- L. LABELING
- PROVIDE ENGRAVED NAME PLATES ON SWITCHBOARDS, PANEL BOARDS, DISCONNECT SWITCHES, MOTOR CONTROL CENTERS, TRANSFORMERS, ETC., INDICATING EQUIPMENT DESIGNATED (OR DESIGNATION OF EQUIPMENT SERVED) AND VOLTAGE.
- M. HOUSEKEEPING PADS
- PROMDE 4 INCH HIGH CONCRETE EQUIPMENT PADS FOR ALL FLOOR-MOUNTED EQUIPMENT INCLUDING SWITCHBOARDS, MOTOR CONTROL CENTERS, TRANSFORMERS, ETC.
- N. MATERIALS
- 1. ALL MATERIALS SHALL BE NEW AND OF QUALITY AS SPECIFIED ON THE PLANS OR SPECIFICATIONS AND MUST CARRY THE UNDERWRITER'S LABORATORIES APPROVAL COVERING THE PURPOSE FOR WHICH THEY ARE USED, IN ADDITION TO MEETING ALL REQUIREMENTS OF THE CURRENT APPLICABLE CODES AND REGULATIONS.
- ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING EQUIPMENT WHICH IS DAMAGED DUE TO INCORRECT FIELD WRING PROVIDED UNDER THIS SECTION OR FACTORY WRING IN EQUIPMENT PROVIDED UNDER THIS SECTION.
- 0. STORAGE AND HANDLING OF MATERIAL
  - DELIVER MATERIALS AND EQUIPMENT TO THE PROJECT IN THE MANUFACTURER'S ORIGINAL UNOPENED, LABELED CONTAINERS. PROTECT AGAINST MOISTURE, TAMPERING, OR DAMAGE FROM IMPROPER HANDLING OR STORAGE. ELECTRICAL CONTRACTOR SHALL PROTECT AND BE RESPONSIBLE FOR ANY DAMAGE TO WORK OR MATERIALS UNTIL FINAL ACCEPTANCE BY THE OWNER, AND SHALL MAKE GOOD WITHOUT COST TO THE OWNER, ANY DAMAGE OR LOSS THAT MAY OCCUR DURING
- ARRANCE FOR TIMELY DELIVERY OF MATERIALS AND EQUIPMENT TO THE JOBSITE IN ORDER TO MINIMIZE THE LENGTH OF TIME BETWEEN DELIVERY AND INSTALLATION.
- ARRANCE FOR TIMELY DELIVERY OF OWNER SUPPLIED MATERIALS AND EQUIPMENT TO THE JOBSITE IN ORDER TO MINIMIZE THE LENGTH OF TIME BETWEEN DELIVERY AND INSTALLATION
- COVER AND PROTECT ANY MATERIAL WHICH MAY BE AFFECTED BY THE WEATHER WHILE IN TRANSIT OR STORED AT THE PROJECT SITE. ANY MATERIAL FOUND DEFECTIVE OR NOT INSTALLED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS MAY BE REJECTED BY THE ENGINEER.
- 5. NO ELECTRICAL WORK SHALL BE INSTALLED IN AREAS WHERE OTHER TRADE'S WORK MIGHT CAUSE PHYSICAL DAMAGE TO WRES, CONDUIT, EQUIPMENT, BOXES OR FITTINGS UNTIL THE OTHER TRADE'S WORK HAS BEEN COMPLETED. ANY EQUIPMENT OR MATERIALS WHICH BECOME DAMAGED SHALL BE REMOVED AND REPLACED AT NO EXTRA COST TO THE OWNER.
- CLEAN-UP Ρ.
- KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS, OR RUBBISH CAUSED BY EMPLOYEES OR WORK UNDER THIS DIVISION OF THE SPECIFICATIONS. AT THE COMPLETION OF THE WORK, REMOVE ALL SURPLUS MATERIALS, TOOLS, ETC., AND LEAVE THE PREMISES "BROOM-CLEAN".
- Q. EXCAVATION, CUTTING AND FITTING
  - PERFORM THE EXCAVATION, CUTTING, FITTING, REPAIRING AND FINISHING OF TH WORK NECESSARY FOR THE INSTALLATION OF ELECTRICAL EQUIPMENT HOWEVER, NO CLITTING OF THE WORK OF OTHER TRADES OR OF ANY STRUCTURAL MEMBER SHALL BE DONE WITHOUT THE CONSENT OF THE ARCHITECT.
- EXCAVATION AND BACKFILL

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- PERFORM ALL EXCAVATION AND BACKFILLING REQUIRED FOR WORK PERFORMED UNDER THIS DIVISION OF THE SPECIFICATIONS. TRENCH BOTTOMS SHALL BE GRADED TRUE AND FREE FROM STONES OR SOFT SPOTS. USE EXCAVATED MATERIALS FOR BACKFILL UNLESS OFF STE MATERIALS ARE DEEMED NECESSARY BY THE ARCHITECT. TRENCHING AND BACKFILLING FOR ELECTRICAL AND TELEPHONE UTILITY SERVICES TO BUILDING SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR IN ACCORDANCE WITH UTILITY COMPANY REQUIREMENTS.
- VERIFY LOCATION OF EXISTING UNDER GROUND UTILITIES PRIOR TO TRENCHING.
- PART 2 PRODUCTS AND EXECUTION CONDUIT A
  - ALL WRING SHALL BE INSTALLED IN LISTED METALLIC CONDUIT EXCEPT AS PERMITTED BELOW. GRC MAY BE USED IN ALL AREAS. IMC MAY BE USED IN INDOOR LOCATIONS NOT IN CONTACT WITH EARTH. EMT MAY BE USED IN INDOOR LOCATIONS NOT IN CONTACT WITH EARTH, NOT IN CONCRETE SLABS OR WALLS AND NOT SUBJECT TO DAMAGE. PVC MAY BE USED IN OR BELOW CONCRETE AND DIRECT BURIED IN EARTH. FLEXIBLE STEEL CONDUIT SHALL BE USED FOR INDOOR FINAL CONNECTIONS TO MECHANICAL EQUIPMENT NOT TO EXCEED 36", AND RECESSED REMOVABLE FLUORESCENT LIGHT FIXTURES NOT TO EXCEED 72". LIQUID-TIGHT FLEXIBLE STEEL CONDUCT SHALL BE FOR OUTDOOR FINAL CONNECTIONS TO EQUIPMENT NOT TO EXCEED 36".
  - WHERE THE CONDUIT ENTERS OUTLET BOXES, FIXTURES OR CABINETS, FIRMLY FASTEN BY DOUBLE LOCKNUTS AND BUSHINGS (GRC AND IMC ONLY). FIRMLY FASTEN CONDUIT TO THE BUILDING CONSTRUCTION. RUN EXPOSED CONDUCT PARALLEL TO THE BUILDING LINES, SUPPORTED BY APPROPRIATE HANGERS.
  - 3. COVER METALLIC CONDUIT IN CONTACT WITH EARTH OR FILL WITH POLYETHYLENE TAPE SPIRAL WRAPPED, 1/2" LAPPED TO PROVIDE DOUBLE THICKNESS. TAPE SHALL BE SCOTCH NO. 50 TAPE. CONDUIT AND DUCTS NOT UNDER BUILDINGS AND FEEDER DUCTS SHALL BE INSTALLED PER NEC 300.5, EXCEPT THAT THE BENDS IN CONDUIT LARCER THAN 1" IN DIAMETER SHALL BE MADE WITH GALVANIZED STEEL CONDUIT TREATED AS NOTED ABOVE. MAKE JOINTS WITH COMPOUND TO BE WATERTIGHT
  - 4. CONDUT SIZES SHALL BE AS REQUIRED BY CODE AND AS INDICATED OR SPECIFIED ON DRAWINGS. NO CONDUIT SMALLER THAN 3/4 INCH TRADE SIZE SHALL BE USED.
  - PENETRATION THROUGH FLOOR SLABS WHERE SUBJECT TO DAMAGE SHALL BE IN WRAPPED RIGID STEEL. SCHEDULE 40 PVC ELBOWS AND PENETRATIONS MAY BE USED IN SLAB ON GRADE WHERE PENETRATIONS OCCUR IN PROTECTED AREAS (WALLS, ELECTRICAL ROOMS, ETC.).
  - CONDUITS AND OUTLETS SHALL BE CONCEALED WITHIN THE BUILDING STRUCTURE, EXCEPT THAT CERTAIN MOTOR AND LIGHTING FEEDER CONDUITS MAY BE RUN EXPOSED IN CERTAIN AREAS AS INDICATED ON THE DRAWINGS. CONDUIT SHOWN TO BE INSTALLED IN CABINETS, COUNTERS, AND CASEWORK SHALL BE RUN AS DIRECTED BY THE ARCHITECT.
  - ALL CONDUIT SERVING ROOF MOUNTED EQUIPMENT AND DEVICES INCLUDING HVAC EQUIPMENT, OFCI MAINTENANCE RECEPTACLES AND DUCT TYPE SMOKE DETECTORS SHALL BE ROUTED IN THE CELLING SPACE. CONDUT SHALL PENETRATE ROOF AT EQUIPMENT LOCATIONS ONLY. NO CONDUT SHALL BE INSTALLED HORIZONTALLY ACROSS ROOF SURFACE.
  - FLEXIBLE METALLIC AND NON-METALLIC CONDUIT SYSTEMS SHALL HAVE A CODE SIZED COPPER GROUND CONDUCTOR. INOREASE CONDUIT SIZE AS REQUIRED.
  - FLEXIBLE METAL CONDUIT/CUT-IN BOXES FOR LOW VOLTAGE SYSTEMS (TEL/DATA) MAY BE USED IN WALL CAVITIES PROVIDED THE INSTALLATION COMPLIES WITH NEC ARTICLE 348. ALL CONDUIT FOR LOW VOLTAGE WRING SYSTEMS IN NEW WALL PARTITIONS SHALL BE EMT. FLEXIBLE METAL CONDUIT FOR THESE SYSTEMS IS NOT ACCEPTABLE IN NEW WALLS.
  - ALL EMPTY CONDUIT SYSTEMS SHALL HAVE A 200 POUND TEST PULL CORD INSTALLED TO 10. FACILITATE INSTALLATION OF FUTURE WIRE.
  - B. FITTINGS
  - EMT-FITTINGS AND CONDUIT BODIES SHALL BE STEEL, MALLEABLE IRON OR DIE CAST COMPRESSION OR SET SOREW TYPE.
  - IMC AND GRC-SHALL BE STEEL OR MALLEABLE IRON TYPE AND SHALL ENGAGE A MINIMUM OF FIVE (5) THREADS.
  - OUTLET, PULL AND JUNCTION BOXES
  - PULL AND/OR JUNCTION BOXES SHALL BE INSTALLED WHEREVER SHOWN ON THE DRAWINGS OR AS REQUIRED BY CODE.
  - EACH SWITCH, LIGHT, RECEPTACLE OR OTHER CUTLET SHALL BE PROMDED WITH A CODE GAUGE GALVANIZED STEEL OUTLET BOX. JUNCTION AND PULLBOXES SHALL BE CODE GAUGE, GALVANIZED STEEL OUTLET BOXES SHALL BE OF THE ONE PIECE, KNOCKOUT TYPE, IN GENERAL 4-INCH SQUARE. 2 1/8-INCH WITH PLASTER RING. PLASTER RINGS SHALL BE SET TO PROMDE NOT MORE THAN 1/8" FROM WALL SURFACE TO RING. IN NO CASE SHALL PLASTER RING PROJECT BEYOND SURFACE OF WALL. SINGLE GANG RINGS SIMILAR TO STEEL CITY 52050 SHALL BE USED FOR 4" BOXES IN UNFINISHED BRICK. NUMBER 180 BOXES MAY BE USED FOR UNFINISHED MASONRY FLUSH WALL OUTLETS. CENTER ALL OUTLET BOXES IN BLOCK COURSE.
  - BOXES INSTALLED IN POURED CEMENT FLOORS SHALL BE FLUSH TYPE CAST IRON WITH WATERTIGHT GASKETED COVERS, GRAY METALLIC FINISH. WHERE BOXES ARE INSTALLED IN FLOORS WITH TILE OR CARPET FLOOR COVERING, COVERS SHALL BE OF THE RECESSED TYPE TO ACCOMMODATE THE FLOOR COMFRING
  - BOXES INSTALLED FOR THE ALARM, COMPUTER AND SECURITY SYSTEM SHALL BE PROVIDED WITH APPROPRIATE COVERPLATES.
  - PULL BOXES SHALL BE THE TYPES, SIZE AND DESIGN AS APPROVED BY THE NEC FOR THE CLASS OF INSTALLATION REQUIRED.
  - PULL BOXES AND OUTLET BOXES SHALL BE SIZED BY THE ELECTRICAL CONTRACTOR AS REQUIRED 6 BY THE NEC BASED ON NUMBER OF CONDUCTORS, YOKES, STRAPS, ETC., USED IN THE INSTALLATION.
- D. WIRE
  - MATCH BUILDING STANDARDS IF APPLICABLE IN AN EXISTING BUILDING CONDITION, UNLESS OTHERWISE FOLLOW THE SPECIFICATIONS BELOW.
  - CONDUCTOR SIZES SHOWN ON THE DRAWINGS ARE BASED ON COPPER WIRE. UNLESS OTHERWISE SPECIFIED, ALL WRE SHALL BE 75 DEGREE C TYPE THWN OR XHHW. ALL BRANCH OROUT AND FEEDER WIRING SHALL BE COPPER.
  - WRES SHALL BE MARKED WITH COLOR TO SIMPLIFY CIRCUT IDENTIFICATION. UNLESS OTHERWISE REQUIRED BY LOCAL ORDINANCES, IDENTIFICATION SHALL BE AS FOLLOWS:

a.	120/208V AND 120/240V • PHASE A: BLACK. • PHASE B: RED. • PHASE C: BLUE • NEUTRAL: WHTE. • GROUND: GREEN	
b.	277/480V • PHASE A: BROWN. • PHASE B: ORANGE. • PHASE C: YELLOW • NEUTRAL: GRAY.	

GROUND: GREEN

- 4. THE WRE SHALL BE #12 AWG UNLESS OTHERWISE INDICATED.
- 5. NO WRE SHALL BE INSTALLED IN THE CONDULT SYSTEM UNTIL THE CONDULT SYSTEM IS COMPLETE. USE U.L. APPROVED LUBRICANT TO FACILITATE THE INSTALLATION OF THE CONDUCTORS IN THE CONDUT SYSTEM
- CONDUCTORS NO. 10 AWG AND SWALLER SHALL BE SOLID. CONDUCTORS LARGER THAN NO. 10 AWG SHALL BE STRANDED.
- MC CABLE MAY BE UTILIZED FOR #10 AND #12 BRANCH CIRCUIT WIRING WITH THE FOLLOWING LIMITATIONS.
- a. THE INSTALLATION IS IN ACCORDANCE WITH NEC ARTICLE 330.
- MC CABLE USE IS LIMITED TO WRING WITHIN PARTITIONS AND WALLS AND TO CONNECTIONS TO AND BETWEEN SWITCHES AND WIRING DEVICES.

- MC CABLE IS NOT TO BE USED FOR HOME RUN CIRCUITING. HOME RUN CIRCUITING S BE INDIVIDUAL CONDUCTORS INSTALLED IN EMT CONDUIT.
- HOME RUN SHALL BE DEFINED AS THE PORTION OF THE OROUT FROM THE PANEL TO THE F
- WIRING DEVICES
  - SWITCHES: WALL SWITCHES SHALL BE SPECIFICATION GRADE AC SILENT TYPE SWITCHES 20A - 277 VOLT. HUBBELL 1221 (SP), 1222 (DP), 1223 (3-WAY) AND 1224 (4-WAY). DIMMERS SHALL BE SPECIFICATION GRADE WITH PRESET SLIDE CONTROL. COLOR SHALL BE AS APPRO BY THE ARCHITECT/OWNER. MATCH BUILDING STANDARD (IF EXISTING).
- RECEPTACLES: DUPLEX TYPE OUTLETS SHALL BE HEAVY DUTY, SPECIFICATION GRADE NEWA 5-20R, 20A, 120V GROUNDED TYPE EQUAL TO HUBBELL ISOLATED GROUND OUTLETS SHALL EQUAL TO HUBBELL IG5362. SPECIAL APPLICATION RECEPTACLES SHALL BE AS INDICATED C PLANS AND VERIFIED WITH EQUIPMENT SUPPLIER. COLOR SHALL BE AS APPROVED BY THE ARCHITECT/OWNER. MATCH BUILDING STANDARD (IF EXISTING).
- 3. WEATHERPROOF RECEPTACLES: COVERS SHALL BE HUBBELL WPFS26 WITH 5362 DUPLEX OUT or Equal.
- 4. GF0 RECEPTACLES: SHALL BE HUBBELL OF5362. GF0 RECEPTACLES SHALL BE USED IN AL OUTDOOR APPLICATIONS AS WELL AS THOSE PLACED WITHIN 6' OF WATER SOURCE AND ALL NEC REQUIRED LOCATIONS.
- 5. MOUNTING HEIGHTS: SWITCHES +48 INCHES. RECEPTACLES +18 INCHES COMMUNICATIO DEVICES - +18 INCHES. FIRE ALARM DEVICES - AS REQUIRED BY ADA, NFPA 72 OR AUTHO HAVING JURISDICTION. ALL MOUNTING HEIGHTS ARE TO CENTERLINE OF DEVICE.
- 6. DEVICE PLATES SHALL BE EQUAL TO SERRA SMOOTH-LINE PLASTIC WALL PLATES COLOR SH BE AS APPROVED BY THE ARCHITECT/OWNER. MATCH BUILDING STANDARD (IF EXISTING).
- IN ALL CASES, SWITCHES CONTROLLING LIGHTING ARE TO BE LOCATED ON THE STRIKE SIDE DOORS. LOCATIONS INDICATED FOR SWITCHES AND OUTLETS ARE APPROXIMATE. OWNER MAY MAKE MINOR RELOCATIONS AT NO ADDITIONAL CHARGE.
- LIGHTING FIXTURES
  - COORDINATE THE FINAL LOCATION OF FIXTURES SHOWN DIAGRAMMATICALLY ON THE DRAWING OTHER TRADES IN ORDER TO AVOID INTERFERENCES. RELOCATE FIXTURES AS REQUIRED AS P OF THE WORK UNDER THIS DIVISION IF NEW LOCATION IS WITHIN A FIVE FOOT RADIUS OF LOCATION SHOWN.
  - PROMDE ALL LIGHTING FIXTURES, WRED AND CONNECTED. THE DRAWINGS INDICATE THE FIXT FOR EACH LOCATION. ELECTRICAL CONTRACTOR SHALL VERIFY FIXTURE LOCATIONS, MOUNTING REQUIREMENTS AND U.L. LABELING OF ALL FIXTURES PRIOR TO ORDERING. INCLUDE ALL ACCESSORIES NEEDED FOR A COMPLETE INSTALLATION INCLUDING MOUNTING CLIPS, PLASTER FRAMERS, HANGERS AND HARDWARE IN BASE BID. PROVIDE LAMPS FOR ALL FIXTURES. VER CEILING CONSTRUCTION BEFORE ORDERING RECESSED UNITS.
  - ADJUSTABLE FIXTURES SHALL BE LOCATED AND PROPERLY AIMED AS DIRECTED BY THE ARCH or the lighting designer.
  - 4. SUPPORT RECESSED FIXTURES FROM CEILING STRUCTURAL SUPPORT PER ADOPTED BUILDING
  - ALL FIXTURES TO BEAR THE UL LABEL. ALL OUTDOOR FIXTURES SHALL BE U.L. LABELED FOR WET OR DAMP LOCATION AS DEFINED BY NEC ARTICLE 100.
- G. LAMPS
  - LAMPS SHALL BE BY THE SAME MANUFACTURER. LAMPS SHALL BE MANUFACTURED BY GE, рншрs or usho.
- 2. INCANDESCENT EXTENDED LAWP LIFE, INSIDE FROSTED.
- 3. FLUORESCENT MINIMUM 75 CRI, 3500K, 20,000 RATED LAWP HOURS.
- 4. COMPACT FLUORESCENT MINIMUM 80 CRI, 3500K, 10,000 RATED LAWP HOURS.
- METAL HALIDE MINIMUM 65 CRI, 15,000 RATED LAMP HOURS.
- 6. HIGH PRESSURE SODIUM MINMUM 22 CRI, 24,000 RATED LAMP HOURS.
- H. BALLASTS
- 1. FLUORESCENT
  - ELECTRONIC, RAPID START, HIGH POWER FACTOR, NORMAL (0.88) BALLAST FACTOR, a THAN 20-PERCENT TOTAL HAMONIC DISTORTION AND "A" SOUND RATING.
- COMPACT FLUCRESCENT: ELECTRONIC, FULLY ENCAPSULATED, 90-PERCENT MINIMUM FACTOR. 20 KHZ OR HIGHER OPERATION FREQUENCY, LESS THAN 5-PERCENT FLICKE LUMP CURRENT CREST FACTOR OF 1.7 OR LESS. TRANSIENT PROTECTION SHALL COM WITH IEEE (62.41) FOR CATEGORY AT LOCATIONS. INTERFERENCE SHALL COMPLY WITH OFR, CHAPTER 1, PART 18, SUBPART C FOR LIMITATIONS ON ELECTROMAGNETIC AND FREQUENCY INTERFERENCE FOR NONCONSUMER EQUIPMENT.
- OUTDOOR FIXTURES SHALL HAVE ELECTRONIC BALLASTS RATED FOR O DEGREES F ST/ C. IEMPERATURE.
- 2. HIGH-INTENSITY DISCHARGE BALLASTS SHALL COMPLY WITH ANSI C82.4, SHALL BE CONSTANT VOLTAGE α.
  - AUTOTRANSFORMER HIGH POWER FACTOR TYPE. OPEN CIRCUIT OPERATION WILL NOT REDUCE AVERAGE LIFE OF BALLAST.
  - THE BALLAST SHALL BE DESIGNED FOR AN AMBIENT OPERATING TEMPERATURE OF 104 DEGREES F AND SHALL START AT MINUS 22 DEGREES F.
  - AUXILIARY, INSTANT-ON QUARTZ SYSTEM AUTOMATICALLY SWITCHES QUARTZ LAMP WHEN FIXTURE IS INITIALLY ENERGIZED AND WHEN MOMENTARY POWER OUTAGES OCC AUTOMATICALLY TURNS QUARTZ LAMP OFF WHEN HIGH-INTENSITY-DISCHARGE LAMP REACHES APPROXIMATELY 60 PERCENT LIGHT OUTPUT.
- I. SAFETY SWITCHES
  - SAFETY SWITCHES SHALL BE GENERAL DUTY TYPE, 250 VOLT FOR 208 VOLT EQUIPMENT AND HEAVY DUTY TYPE, 600 VOLT FOR 480 VOLT EQUIPMENT. SAFETY SWITCHES SHALL HAVE TH NUMBER OF POLES REQUIRED. WRE TERMINATIONS SHALL BE LISTED AS SPECIFIED BY THE SAFETY SWITCHES FOR AIR CONDITIONING USE SHALL BE OF THE FUSIBLE TYPE WHERE RECOMMENDED BY EQUIPMENT MANUFACTURER. FUSIBLE SWITCHES SHALL ACCEPT CLASS 'R ONLY AND WILL REJECT ALL OTHER TYPES. THE SWITCH SIZE, NUMBER OF POLES AND VOLT RATING SHALL BE AS REQUIRED BY CODE AND AS INDICATED ON THE DRAWINGS. WHERE OL THE BUILDING, THE SWITCHES SHALL BE TYPE NEMA 3R WEATHERPROOF. ALL SWITCHES SHA I COKARI F
  - PROVIDE DYMO-TAPE TAG INSIDE COVER OF EACH FUSIBLE SWITCH, INDICATING SIZE AND TYP FUSES PROVIDED.
- FUSES

K. NOT USED.

L. EQUIPMENT CONNECTIONS

- FUSES SHALL BE DUAL ELEMENT TIME DELAY TYPE, AS MANUFACTURED BY BUSSMAN MFG. COMPANY, OR AS INDICATED OR REQUIRED BY THE EQUIPMENT SUPPLIED.
- PROMDE TWO (2) SETS OF THREE (3) SPARE FUSES FOR EACH SIZE AND TYPE PROMDED ON THIS PROJECT. INSTALL FUSES IN A HINGED DOOR, SHEET METAL STORAGE CABINET EQUIPPI WITH OLIPS OR OUBIOLES, EACH MARKED WITH THE SIZE AND TYPE OF FUSE STORED THEREIN PROMDE NAMEPLATE "SPARE FUSES." INSTALL IN LOCATION AS DIRECTED BY OWNER.

SUPPLYING THE MOTOR BEFORE INSTALLING THE CONDUT OR OUTLETS.

<ul> <li>MC CABLE IS NOT TO BE USED FOR HOME RUN CIRCUITING. HOME RUN CIRCUITING SHALL BE INDIVIDUAL CONDUCTORS INSTALLED IN EMT CONDUIT.</li> <li>HOME RUN SHALL BE DEFINED AS THE PORTION OF THE CIRCUIT FROM THE PANEL TO THE FIRST DEVICE</li> <li>RING DEVICES</li> </ul>	<ol> <li>FINAL CONNECTION TO ALL HVAC OR MOTOR LOADS FROM LOAD SIDE OF DISCONNECT SHALL BE MADE USING COPPER WIRE ONLY, ALUMINUM WIRE NOT ACCEPTABLE.</li> <li>P. COMMUNICATION SYSTEMS</li> <li>1. FOR ALL COMMUNICATION OUTLETS PROVIDE DOUBLE GANG BACK BOX WITH SINGLE GANG PLASTER RING, PROVIDE 1" CONDUIT TO 6" ABOVE ACCESSIBLE CEILING WITH 90" BEND AND CONDUIT BUSHING UNLESS OTHERWISE NOTED ON DRAWINGS. FOR NON-ACCESSIBLE CEILINGS, ROUTE CONDUIT TO NEAREST</li> </ol>	NO. C-29344 NO. C-29444 NO. C-29444 NO. C-29444 NO. C-29444 NO. C-29444 NO. C-29444 NO. C-29444 NO. C-29444 NO. C-29444 NO. C-294444 NO. C-294444 NO. C-294444 NO. C-2944444 NO. C-2944444 NO. C-29444444444444444444444444444444444444
SWITCHES WALL SWITCHES SHALL BE SPECIFICATION GRADE AC SILENT TYPE SWITCHES 20A, 120 – 277 VOLT. HUBBELL 1221 (SP), 1222 (DP), 1223 (3-WAY) AND 1224 (4-WAY). DIMMERS SHALL BE SPECIFICATION GRADE WITH PRESET SLIDE CONTROL COLOR SHALL BE AS APPROVED BY THE ARCHTECT/OWNER. MATCH BUILDING STANDARD (IF EXISTING). RECEPTACLES: DUPLEX TYPE OUTLETS SHALL BE HEAVY DUTY, SPECIFICATION GRADE NEMA 5-20R, 20A, 120V GROUNDED TYPE EQUAL TO HUBBELL ISOLATED GROUND OUTLETS SHALL BE EQUAL TO HUBBELL IGSSG2. SPECIAL APPLICATION RECEPTACLES SHALL BE AS INDICATED ON PLANS AND VERIFIED WITH EQUIPMENT SUPPLIER COLOR SHALL BE AS APPROVED BY THE ARCHTECT/OWNER. MATCH BUILDING STANDARD (IF EXISTING). WEATHERPROOF RECEPTACLES: COVERS SHALL BE HUBBELL WPS26 WITH 5362 DUPLEX OUTLET GR EQUAL. GFO RECEPTACLES: SHALL BE HUBBELL GF5362. GFO RECEPTACLES SHALL BE USED IN ALL OUTDOOR APPLICATIONS AS WELL AS THOSE PLACED WITHIN 6' OF WATER SOURCE AND ALL OTHER NEC REQUIRED LOCATIONS. MOUNTING HEIGHTS: SWITCHES – 148 INCHES RECEPTACLES SHALL BE USED IN ALL OUTDOOR APPLICATIONS AS WELL AS THOSE PLACED WITHIN 6' OF WATER SOURCE AND ALL OTHER NEC REQUIRED LOCATIONS. MOUNTING HEIGHTS: SWITCHES – 148 INCHES RECEPTACLES – 118 INCHES COMMUNICATION DEVICES – 118 INCHES FIRE ALARMI DEVICES – AS REQUIRED BY ADA, NFPA 72 OR AUTHORITY HAVING JURGICITION ALL MOUNTING HEIGHTS ARE TO CENTERLINE OF DEVICE. DEVICE PLATES SHALL BE EQUAL TO SERRA SMOOTH-LINE PLASTIC WALL PLATES OCLOR SHALL BE AS APPROVED BY THE ARCHTECT/OWNER. MATCH BUILDING STANDARD (IF EXISTING). IN ALL CASES, SWITCHES CONTROLLING UGHTING ARE TO BE LOCATED ON THE STRIKE SDE OF DOORS. LOCATIONS AT NO ADDITIONAL CHARGE. HTING RECORTIONS AT NO ADDITIONAL CHARGE. HTING RECORTIONS AT NO ADDITIONAL CHARGE. HTING RECORTIONS AT NO ADDITIONAL CHARGE. HTING FIXILRES COORDINATE THE FINAL LOCATION OF FIXILRES SHOWN DIAGRAMMATICALLY ON THE DRAWINGS WITH OTHER TRADES IN ORDER TO AVOID INTERFERENCES. RELOCATE INTERFERENCES APART	<ul> <li>IO NEARSI ACCESSIBLE GUING SPACE OR TO NEAREST COMMUNICATION GLOSET, FROMDE BLANK COMER PLATES FOR ALL UNUSED BOXES.</li> <li>PROMDE 3/4" FIRE RATED PLYWOOD FOR TELEPHONE TERMINAL BACKBOARD AND PAINT TO MATCH WILL SUFFACE. REFER TO DRAWINGS FOR DMENSIONS OF BACKBOARD.</li> <li>PROMDE #6 AWG CU GROUND WIRE FROM EQUIPMENT BACKBOARD TO BUILDING SERVICE GROUND.</li> <li>R LIGHTING CONTROL</li> <li>PURNSH AND INSTALL LIGHTING CONTROL PANELS, OMERRIDE SWITCHES, TIME SWITCHES, PHOTOCELLS AND CONTACTORS REQUIRED FOR LIGHTING CONTROL. AS INDICATED ON THE DRAWINGS. LIGHTING CONTROL PANEL AND ALL ASSOCIATED COMPONENTS SHALL CONFORM TO ADOPTED ENERGY CODES.</li> <li>FIRE ALARM SYSTEM</li> <li>FIRE ALARM IS NOT SHOWN ON THESE DRAWINGS. FIRE ALARM IS REQUIRED AS A PART OF THE CONTRACTOR'S SCOPE OF WORK. CONTRACTOR SHALL ENGAGE THE SERVICES OF A STATE LIGHTING THE ALARM CONTRACTOR FOR THE DESIGN AND INSTALLATION OF A COMPLETE AND OPERABLE FIRE ALARM SYSTEM</li> <li>FIRE ALARM SYSTEM</li> <li>FIRE ALARM SYSTEM THAT COMPLIES WITH ALL NETA, NEG AND LOCAL GROINANCES AND REQUIREMENTS APPROVED BY AUTHORY THANING JURSTICLIATION OF A COMPLETE AND OPERABLE FIRE ALARM SYSTEM THAT COMPLIES WITH ALL NETA, NEG AND LOCAL GROINANCES AND RECOMPARTELE WITH EXISTING SHELL BUILDING AND APPROVED BY LANDLORD FROR TO BID. WANLFACTURER OF FIRE ALARM SYSTEM SHALL BE THE SAME MANUFACTURER AS THE SHELL BUILDING UNLESS OTHERWISH APPROVED BY LANDLORD AND ANTALLATION SHALL BE COMPARTELE WITH EXISTING SHELL BUILDING AND APPROVED BY LANDLORD FROR TO BID. WANLFACTURER OF FIRE ALARM SYSTEM SHALL BE THE SAME MANUFACTURER AS THE SHELL BUILDING UNLESS OTHERWISH APPROVED BY LANDLORD AND ANTALLATION INCLUDE ALL COSTS IN BASE BID.</li> </ul>	architecture planning interior planning interior planning interior interior contects, Inc. Interior Collist + Panichapan Architects, Inc. Callesta Mesa California 92626 FAX (714) 668-4265 FIL (714) 668-4265 FIL (714) 668-4265 FIL (714) 668-4265 FIL (714) 668-4265
OF THE WORK UNDER THIS DIVISION IF NEW LOCATION IS WITHIN A FIVE FOOT RADIUS OF LOCATION SHOWN. PROMDE ALL LIGHTING FIXTURES, WIRED AND CONNECTED. THE DRAWINGS INDICATE THE FIXTURES FOR EACH LOCATION. ELECTRICAL CONTRACTOR SHALL VERIFY FIXTURE LOCATIONS, MOUNTING REQUIREMENTS AND ULL LABELING OF ALL FIXTURES PRIOR TO ORDERING. INCLUDE ALL ACCESSORIES NEEDED FOR A COMPLETE INSTALLATION INCLUDING MOUNTING CLIPS, PLASTER FRAMERS, HANGERS AND HARDWARE IN BASE BID. PROVIDE LAMPS FOR ALL FIXTURES. VERIFY CEILING CONSTRUCTION BEFORE ORDERING RECESSED UNITS. ADJUSTABLE FIXTURES SHALL BE LOCATED AND PROPERLY AIMED AS DIRECTED BY THE ARCHITECT OR THE LIGHTING DESIGNER. SUPPORT RECESSED FIXTURES FROM CEILING STRUCTURAL SUPPORT PER ADOPTED BUILDING CODES. ALL FIXTURES TO BEAR THE UL LABEL. ALL OUTDOOR FIXTURES SHALL BE ULL LABELED FOR WET OR DAMP LOCATION AS DEFINED BY NEC ARTICLE 100.		Silis+Panienapah Architects, inc.
MPS LAMPS SHALL BE BY THE SAME MANUFACTURER. LAMPS SHALL BE MANUFACTURED BY GE, PHILLIPS OR USHO. INCANDESCENT - EXTENDED LAMP LIFE, INSIDE FROSTED. FLUORESCENT - MINMUM 75 ORI, 3500K, 20,000 RATED LAMP HOURS. COMPACT FLUORESCENT - MINMUM 80 ORI, 3500K, 10,000 RATED LAMP HOURS. METAL HALIDE - MINMUM 65 ORI, 15,000 RATED LAMP HOURS.		PLAN ( RE-SUBI
HGH PRESSURE SODIUM - MNMUM 22 CRI, 24,000 RATED LAWP HOURS. LLASTS		021
FLUORESCENT		//31/20
a. ELECTRONC, RAPID START, HIGH POWER FACTOR, NORMAL (0.88) BALLAST FACTOR, LESS THAN 20-PERCENT TOTAL HAMONIC DISTORTION AND "A" SOUND RATING.		DATE: 05/31/2021
<ul> <li>b. COMPACT FLUORESCENT: ELECTRONIC, FULLY ENCAPSULATED, 90-PERCENT MINIMUM POWER FACTOR, 20 KHZ OR HIGHER OPERATION FREQUENCY, LESS THAN 5-PERCENT FLICKER, LUMP OURRENT CREST FACTOR OF 1.7 OR LESS. TRANSIENT PROTECTION SHALL COMPLY WITH IEEE (62.41) FOR CATEGORY AT LOCATIONS. INTERFERENCE SHALL COMPLY WITH 47 OFR, CHAPTER 1, PART 18, SUBPART C FOR LIMITATIONS ON ELECTROMAGNETIC AND RADIO FREQUENCY INTERFERENCE FOR NONCONSUMER EQUIPMENT.</li> </ul>		CORRECTIONS
c. Outdoor fixtures shall have electronic ballasts rated for 0 degrees F starting temperature.		N CHECK CC : 4009 BY: STAFF D BY: LP
HGH-INTENSITY DISCHARGE		A PLAN ( JOB NO.: 4 DRAWN B) CHECKED SCALE:
a. BALLASTS SHALL COMPLY WITH ANSI C82.4, SHALL BE CONSTANT VOLTAGE AUTOTRANSFORMER HIGH POWER FACTOR TYPE. OPEN CIRCUIT OPERATION WILL NOT REDUCE AVERAGE LIFE OF BALLAST.		
b. THE BALLAST SHALL BE DESIGNED FOR AN AMBIENT OPERATING TEMPERATURE OF 104 DEGREES F AND SHALL START AT MINUS 22 DEGREES F.		NS 7
c. AUXILIARY, INSTANT-ON QUARTZ SYSTEM - AUTOMATICALLY SWITCHES QUARTZ LAWP ON WHEN FIXTURE IS INITIALLY ENERGIZED AND WHEN MOMENTARY POWER OUTAGES OCCUR. AUTOMATICALLY TURNS QUARTZ LAWP OFF WHEN HIGH-INTENSITY-DISCHARGE LAWP REACHES APPROXIMATELY 60 PERCENT LIGHT OUTPUT.		TIOI HORIT V, CA 9
FETY SWITCHES SAFETY SWITCHES SHALL BE GENERAL DUTY TYPE, 250 VOLT FOR 208 VOLT EQUIPMENT AND HEAVY DUTY TYPE, 600 VOLT FOR 480 VOLT EQUIPMENT. SAFETY SWITCHES SHALL HAVE THE NUMBER OF POLES REQURED. WRE TERMINATIONS SHALL BE LISTED AS SPECIFIED BY THE NEC. SAFETY SWITCHES FOR AIR CONDITIONING USE SHALL BE OF THE FUSIBLE TYPE WHERE RECOMMENDED BY EQUIPMENT MANUFACTURER. FUSIBLE SWITCHES SHALL ACCEPT CLASS 'R' FUSES ONLY AND WILL REJECT ALL OTHER TYPES. THE SWITCH SZE, NUMBER OF POLES AND VOLTAGE RATING SHALL BE AS REQUIRED BY CODE AND AS INDICATED ON THE DRAWINGS. WHERE OUTSIDE THE BUILDING, THE SWITCHES SHALL BE TYPE NEMA 3R WEATHERPROOF. ALL SWITCHES SHALL BE LOOKEDED.		ECIFICA FIRE AUTH Improveme DRBA LINDA
lookable. Promde dymo—tape tag inside cover of each fusible switch, indicating size and type of Fuses promded.	PROFESSIONA	A, YO
	S NO. E19876	
FUSES SHALL BE DUAL ELEMENT TIME DELAY TYPE, AS MANUFACTURED BY BUSSMAN MFG. COMPANY, OR AS INDICATED OR REQUIRED BY THE EQUIPMENT SUPPLIED.	Exp. 3-31-22	
PROMDE TWO (2) SETS OF THREE (3) SPARE FUSES FOR EACH SIZE AND TYPE PROMDED ON THIS PROJECT. INSTALL FUSES IN A HINGED DOOR, SHEET METAL STORAGE CABINET EQUIPPED WITH CLIPS OR CUBICLES, EACH MARKED WITH THE SIZE AND TYPE OF FUSE STORED THEREIN. PROMDE NAMEPLATE "SPARE FUSES." INSTALL IN LOCATION AS DIRECTED BY OWNER.	PIE OF CALIFORNIA	IGE O
IT USED.	H2S Engineers Inc.	AN Sta
UPMENT CONNECTIONS	Consulting MEP Engineers Anaheim, CA 92801	254 PICE
ALL MOTORS SHALL BE WRED TO CONFORM WITH MANUFACTURER'S RECOMMENDATIONS AND WITH APPLICABLE CODES. FURNISH NECESSARY MATERIALS, SUCH AS WRE, CONDUIT, FITTINGS, ETC. REQUIRED TO CONNECT HOWEVER, MOTORS, CONTROLS, ETC. SHALL BE FURNISHED BY THE	H2S ENGINEERS INC H2S ENGINEERS INC	

APPLICABLE CODES. FURNISH NECESSARY MATERIALS, SUCH AS WRE, CONDUIT, FITTINGS, ETC. SUPPLIER OF THE DRIVEN EQUIPMENT. VERIFY EQUIPMENT LOCATION AND SIZES WITH THE TRADE



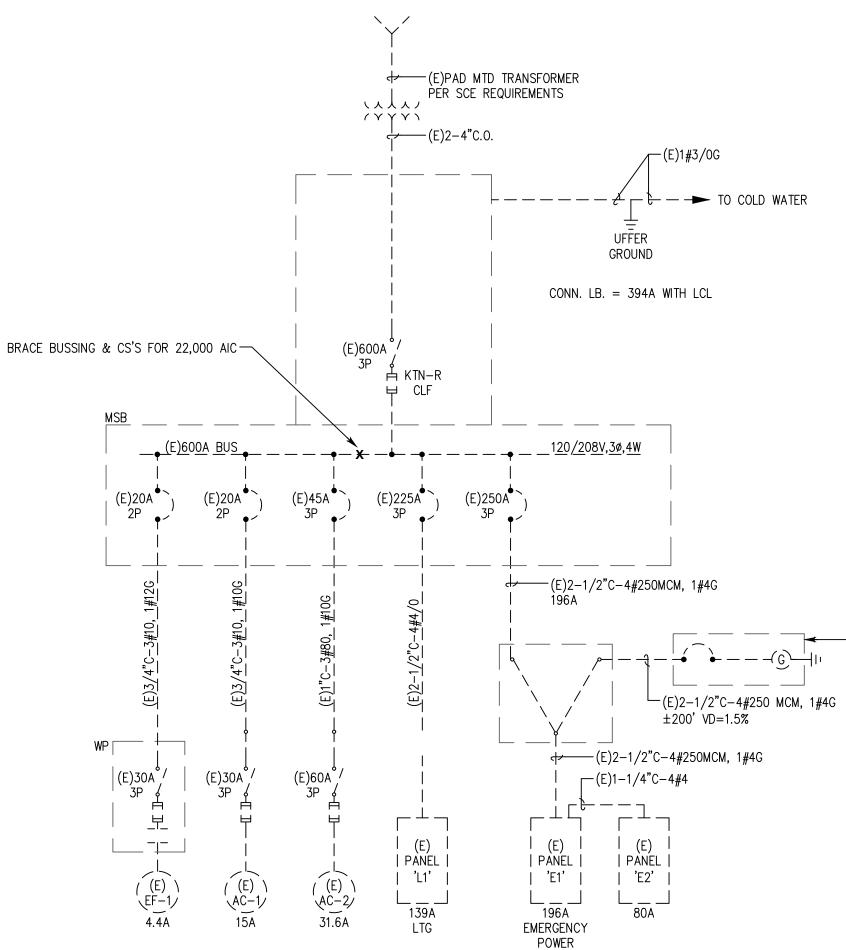
**E-0.2** 

	MOUNTING: SURFACE				E>	<u>&lt;19</u>	ΤI	N	GΡ	PA	NI	ΕĿ	- Ľ	1				LOCA	TION:	SEE PLANS	
	VOLTAGE: 120/208V,3Ø,4	W								10	0.0	00 A		SY	м		225 A	MP BL	IS	MAIN LUGS ONLY	
NI	,					ы	ыI	Б				_				1					- NI
N O	DESCRIPTION	VOL	T-AMPE	RES		R E		P Q	BR			BR	IP IO	M	R E		VOL	T-AMPE	RES	DESCRIPTION	
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	PARKING LOT		600	0.10	2		_	1	20	3		20						1800	1000	SPARE	1
	FLAG POLE		7	312	2			1	20	5		20	1					Ì	1800	SPARE	1
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	LTG PATIO	-	400		4			1	20			20	1			12		1332	1000	LTG OFFICE/LIVING	1
	LTG SOFFIT - FRONT		7	500	6			1	20			20	1			12		ſ	1332	LTG OFFICE AREA	1
1	LTG APP RM	1512		1	6			1	20			20	1			1	1622			LTG SHOWER HT/LTS	1
1	LTG APP RM	_	1556		7			1	20			20	1			1		1622		LTG SHOWER HT/LTS	1
1	LTG MISC STO RMS		1	772	10			1	20	_		20	1	4					1622	LTG SHOWER HT/LTS	1
1	APP RM HEATERS (4)	824					4	1	20	19	20	20	1				1800			SPARE	1
1	IRR. CONTROLLER		200				1	1	20	21	22		1		2			1500		REC COUNTER	1
1	P.C ROOF MTD		-	180			1	1	20	23	24	20	1		2				1500		1
1	DOOR BUZZER / I.C.	800		_			4	1	20	25	26	20	1		5		900			REC GEN.	1
1	REC GEN.		900			5		1	20	27	28	20	1		7			1260		REC GEN.	1
1	REC GEN.			1080		6		1	20	29	30	20	1		8				1440	REC GEN.	1
1	REC GEN.	1080				6		1	20	31	32	20	1		3		540			REC PLUG STRIP	1
1	LANDSCAPE LIGHTING		1000				1	1	20	33	34	20	1					1000		SPARE	1
1	LANDSCAPE LIGHTING			1000			1	1	20	35	36	20	1						1000	SPARE	1
1	LIGHT TABLE	1000	]				1	1	20	37	38	20	1				1000			SPARE	1
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		+ OT	HER=	31026	6	VA	L.													NOTES	
	тс	TAL L	OAD=	48922	2	VA	¢.			13	36	AM	PS				1	EXI	STING	CIRCUIT TO REMAIN	
	CEILING OUTLETS =	91															2	EXI	STING	C.B. WITH NEW LOAD	
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	MISC. OUTLETS =	18															4				

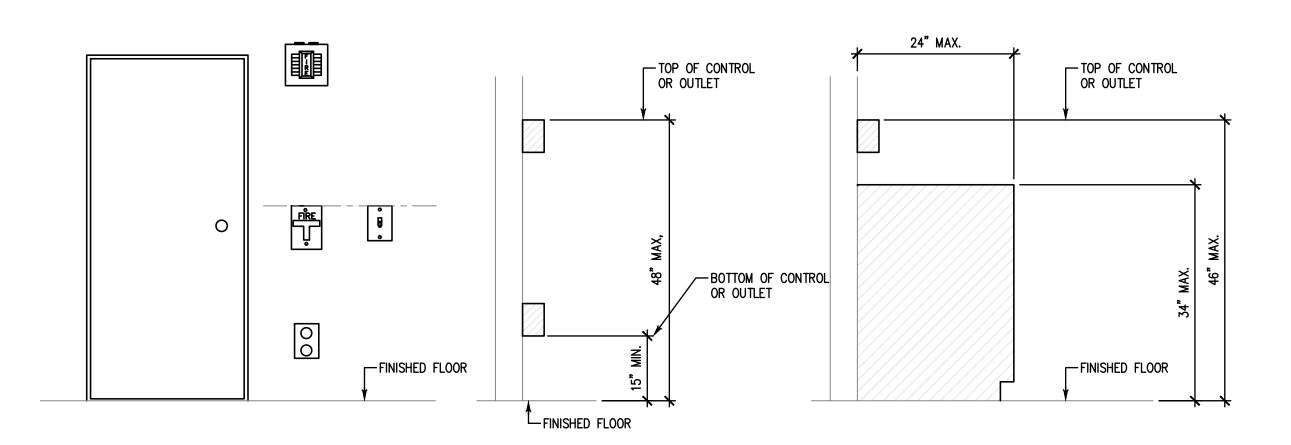
	MOUNTING: FLUSH				ΕX	IS	TIN	IG	P/	٩N	IEL·	E	1				LOCA	TION:	SEE PLANS		
	VOLTAGE: 120/208V,3Ø,4	W							1	0,0	000 A		SYI	М		225 A	MP BU	IS	MAIN LUGS ONLY		
N O T E	DESCRIPTION	VOL' ØA	T-AMPE ØB	ERES ØC	   T   i		M P I O S L C E	ч – В . – К	:     .   F		R K	P O L E	M I S C	R E C P	L I T E	VOL ØA	T-AMPE ØB	RES ØC	DESCRIPTION	N O T E	
1	REC STRIP AT CAD	360				2	1	2		1 2	00	1	-	4		720			REC STRIP AT WORK BENCH	1	
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1	LEAK DET. PNL		200	]		3	1 1	2	) 2	1 2	2 20	3	1				476		GATE MOTOR - 1HP	1	
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1	-	2132	]				-	-	2	5 2	6 –	-				476	Ĭ		-	1	
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1	FUEL PUMP & CONT BOX		3536	]			2	2 4	<mark>)</mark> 3	3 3	4 -	-					2008		-	1	
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1	SUB PANEL 'E2'	9740					З	3 10	0 3	7 3	8 20	4			)	100		$\overline{\frown}$	FIRE SMOKE DAMPER	3	$\sqrt{2}$
1	-		9740				-		3	94	0 20	1					100		SMOKE ALARM	3	}
1	-			9740			-	-	4	1 4	20	4	$ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$	ト	$\langle$	$\sim$	>	$\left\langle \right\rangle$	SPARE		كر
	VA PER PHASE	16502	16576	19048												5524	4644	5404			
																22026	21220	24452	TOTAL VA PER PHASE		
	CONTINUOUS LOAD		×1.25=			/Α											67697		TOTAL CONNECTED VA		
			HER=	and the second sec															NOTES		
	тс	TAL L	OAD=	67697	7	/Α			1	188	B_AM	PS				1			G CIRCUIT TO REMAIN		
	CEILING OUTLETS =															2			G C.B. WITH NEW LOAI	<b>)</b>	
	CONV. OUTLETS =				THI	S P/	ANEL	IS F	ED	BY						3	PRC	VIDE	LOCK-ON DEVICE		
	MISC. OUTLETS =	7														4					

PANEL SCHEDULES SCALE: NONE

3



EXISTING SINGLE LINE DIAGRAM SCALE: NONE



1. ALL DEVICE HEIGHTS DEPICTED SHALL BE MODIFIED AS REQUIRED BY GOVERNING BUILDING CODES. CONTRACTOR TO VERIFY/RECONCILE APPLICABLE CODE REQUIREMENTS AND ANY DEVICE HEIGHT REQUIREMENTS DEPICTED ON ARCHITECTURAL OR INTERIOR DESIGN PLANS AND SPECIFICATIONS PRIOR TO DEVICE ROUGH-IN. CONFLICTS OR LACK OF MOUNTING HEIGHT SPECIFICITY ON THE ARCHITECTURAL OR INTERIOR DESIGN PLANS AND SPECIFICATIONS SHALL BE CAUSE FOR THE CONTRACTOR TO ISSUE A FORMAL WRITTEN RFI FOR RESOLUTION. DEVICE MOUNTING HEIGHT CLARIFICATION/SPECIFICATIONS SHALL NOT RESULT IN AN ADDITIONAL

2. ALL DEVICES IN IMMEDIATE PROXIMITY TO EACH OTHER SHALL ALIGN VERTICALLY AND HORIZONTALLY.

COST TO THE OWNER - CONTRACTOR SHALL INCLUDE ALL COSTS IN BASE BID



2

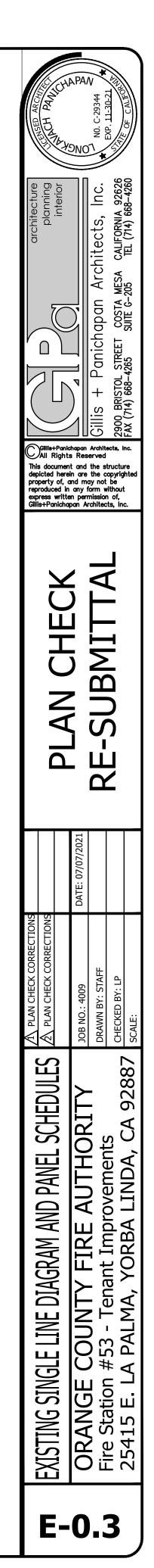
SCALE: NONE



H2S Engineers Inc. Consulting MEP Engineers Anaheim, CA 92801 Ph: (714) 290-0718 E-mail: mverma@h2sengineers.com



— GENERATOR WITH AUTOMATIC REFILL DAY TANK GENSET DIESEL #DL6TB WITH W.P. SILENCER HOUSING, 9 LIGHT MONITOR CONT SYS., 50 GALLON DAY TANK. SKID MTD, BATT. START, BATT CHARGE (LOC. IN NEMA 3R ENCLOSURE AT GEN. - NOT SHOWN ON PLAN)



ERTIFICATE OF COMPLIANCE Project Name:	FIRE STATION 53 Report Page:	NRCC-LTI-E (Page 3 of 7)	CERTIFICATE OF COMPLIANCE Project Name:
Project Address:	25415 E. LA PALMA Date Prepared:	5/28/2021	Project Address:
C WALL MOUNTED No	No 16 Mfr. Spec 2 No	32	C. COMPLIANCE RESULTS If any cell on this table says "DOES NOT
FOOTNOTE: Design Watts for small aperture and color changing lu	Total Designed Watts: CONDITIONED S minaires which qualify per <u>\$140.6(a)4B</u> is adjusted to be 75% of thei		Lighting in 01
his adjustment, the permit applicant should enter full rated wattag Authority Having Jurisdiction may ask for Luminaire cut sheets to a he lamp.			conditioned and       unconditioned       spaces must not be       combined for       compliance per
5. MODULAR LIGHTING SYSTEMS This section does not apply to this project.			<u>§140.6(b)1</u> (See Table I) (See Table I)
H. INDOOR LIGHTING CONTROLS (Not including PAFs)	red spaces. When a control having a * is shown, the notes section of	this table provides more detail on how	Conditioned Unconditioned
	nce Summary Table on the first page will show "DOES NOT COMPLY"		
01 Mandatory Demand Response <u>§110.12(c)</u>	02 Shut-off controls <u>§130.1(c)</u>	03 Field Inspector	<b>D. EXCEPTIONAL CONDITIONS</b> This table is auto-filled with uneditable
Not Required <= 10,000 SF	See Area/Space Level Controls	Pass Fail	E. ADDITIONAL REMARKS This table includes remarks made by th
			F. INDOOR LIGHTING FIXTURE SCH
			This table includes all permanent designed Wattage: Conditioned Space
			01 02 Name or Item Complete Luminair
			Tag Description
			A 2' X 4' B DOWNLIGHT
Registration Number: CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance	Registration Date/Time: Report Version: 2019.1.003	Registration Provider: Energysoft Report Generated: 2021-05-28 11:47:08	Registration Number: CA Building Energy Efficiency Standards - 2
	Schema Version: rev 20200601	neport Generateu. 2021-05-20 11:4/:08	
tate of california ndoor Lighting			state of California Indoor Lighting
RCC-LTI-E CERTIFICATE OF COMPLIANCE Project Name:	FIRE STATION 53 Report Page:	CALIFORNIA ENERGY COMMISSION NRCC-LTI-E (Page 6 of 7)	NRCC-LTI-E CERTIFICATE OF COMPLIANCE Project Name:
roject Address:	25415 E. LA PALMA Date Prepared:	(rage 6 or 7) 5/28/2021	Project Name: Project Address:
T. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLAT	ON pocument. If any selection have been changed by permit applicant, an	explanation should be included in Table T	J. ADDITIONAL ALLOWANCE: AREA This section does not apply to this proj
velections have been made based on information provided in this a Additional Remarks. These documents must be provided to the buil https://www.energy.ca.gov/title24/2019standards/2019_complian	ling inspector during construction and can be found online at	explanation snoula be included in Table E.	K. TAILORED METHOD GENERAL LIG
Yes No	Form/Title	Field Inspector Pass Fail	This section does not apply to this proj
NRCI-LTI-01-E - Must be submitted for al      NRCI-LTI-02-E- Must be submitted for a l      recognized for compliance.	buildings ghting control system, or for an Energy Management Control System	(EMCS), to be	L. ADDITIONAL LIGHTING ALLOWA This section does not apply to this projection
	o interlocked systems serving an auditorium, a convention center, a convention center, a convention center.	conference room, a	M. ADDITIONAL LIGHTING ALLOW
	ower Adjustment Factor (PAF) to be recognized for compliance. Jitional wattage installed in a video conferencing studio to be recogr	nized for compliance.	This section does not apply to this proj
J. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTAN		a second	This section does not apply to this proj
	ocument. If any selection have been changed by the permit applicant ling inspector during construction and any with "-A" in the form nan visit: http://www.energy.ca.gov/title24/attcp/providers.html		O. ADDITIONAL LIGHTING ALLOWA This section does not apply to this proju
Yes No	Form/Title	Field Inspector Pass Fail	P. POWER ADJUSTMENT: LIGHTING
NRCA-LTI-02-A - Must be submitted for a     NRCA-LTI-03-A - Must be submitted for a     NRCA-LTI-03-A - Must be submitted for a     NRCA-LTI-04-A - Must be submitted for a			This section does not apply to this proj
<u> </u>	nstitutional tuning power adjustment factor (PAF)		This section does not apply to this proj
			<b>R. 80% LIGHTING POWER FOR ALL</b> . This section does not apply to this proj
			S. DAYLIGHT DESIGN POWER ADJU
			This section does not apply to this proj
Registration Number: CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance	Registration Date/Time: Report Version: 2019.1.003	Registration Provider: Energysoft Report Generated: 2021-05-28 11:47:08	Registration Number: CA Building Energy Efficiency Standards - 2
	Schema Version: rev 20200601		
state of california Indoor Lighting			
NRCC-LTI-E CERTIFICATE OF COMPLIANCE Project Name:	FIRE STATION 53 Report Page:	CALIFORNIA ENERGY COMMISSION NRCC-LTI-E (Page 7 of 7)	
Project Address:	25415 E. LA PALMA Date Prepared:	5/28/2021	
DOCUMENTATION AUTHOR'S DECLARATION STATEMENT I certify that this Certificate of Compliance documentation	s accurate and complete.	12	
Documentation Author Name: H2S Engineers Inc.	Documentation Author Signature:	<u>uu</u>	
Company: H2S Engineers Inc. Address:	Signature Date: CEA/ HERS Certification Identification (if applicable):		
1124 N Boatswain Circle	DFFF	BAA-C8F2-1850-45BB-93EE-DF26-6B94-E65E-	
City/State/Zip: Anaheim CA 92801 RESPONSIBLE PERSON'S DECLARATION STATEMENT	Phone: 203.685.1698		
<ol> <li>certify the following under penalty of perjury, under the laws of the State of Calift</li> <li>The information provided on this Certificate of Compliance is true and</li> <li>I am eligible under Division 3 of the Business and Professions Code to a</li> </ol>		ate of Compliance (responsible designer)	
<ol> <li>The energy features and performance specifications, materials, compo of Title 24, Part 1 and Part 6 of the California Code of Regulations.</li> <li>The building design features or system design features identified on thi</li> </ol>	nents, and manufactured devices for the building design or system design identified o s Certificate of Compliance are consistent with the information provided on other app	n this Certificate of Compliance conform to the requirements	
plans and specifications submitted to the enforcement agency for appr 5. I will ensure that a completed signed copy of this Certificate of Complia		ade available to the enforcement agency for all applicable	
Responsible Designer Name: MONITA VERMA Company:	Responsible Designer Signature: Date Signed:	MOVUM	
H2S ENGINEERS INC. Address:	2021-05-28 License:		
1124 N BOATSWAIN CIRCLE City/State/Zip: ANAHEIM CA 92801	E19876 Phone: 7142900718		
	· ·		
Registration Number: CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance	Registration Date/Time: e Report Version: 2019.1.003	Registration Provider: Energysoft Report Generated: 2021-05-28 11:47:08	
	Schema Version: rev 20200601		

									STATE OF CALIFORNIA Indoor Lighting										
						i		CALIFORNIA ENERGY COMMISSION NRCC-LTI-E	NRCC-LTI-E CERTIFICATE OF COMPLIANCE								CALIFORN	IA ENERGY	COMMISSION
		2		ATION 53 Report A PALMA Date Pr				(Page 2 of 7) 5/28/2021		onstrate compliance with requiren	nents in <u>§110.9</u> , <u>§1</u>	<u>10.12(c), §13</u>	<u>0.0, §130.1, §</u>	<u>§140.6</u> and <u>§1</u>	<u>41.0(b)2</u> fo	or indoor ligh	nting scopes u	sing the pr	
					•				Project Name:			TATION 53 Re							(Page 1 of 7)
									Project Address:		25415 E.	LA PALMA Dat	e Prepared:						5/28/2021
OES NOT COMPL	Y" or "COMPLIE hting Power po			nditions" refer t		uidance. ghting Power per	5140.6(a) (Wat	ts) Compliance Results	A. GENERAL INFORMATION								-		
02	03	04	(watts)	05	06	07	08	09	01 Project Location (city) 02 Climate Zone	YORBA LINDA				onditioned Flo	•	,	5		
	Area					Adjustments			03 Occupancy Types Within P	roject (select all that apply):				ories (Habitab					
ete Area lig Category	Category Additional	Tailored		Total	≥ Total Designed	PAF Lighting Control Credits	= (Watts)		□ Office	Retail	Warehou	ise	Hotel/I				hool	🛛 Sup	oport Areas
<u>s)1 §140.6(c)</u>	<u>§140.6(c)20</u>		<u> </u>	Allowed (Watts)	(Watts)	<u>§140.6(a)2</u>	*Include:		Parking Garage	High-Rise Residen	tial 🔲 Relocata	ble	Health	care		🗆 Ot	her (Write in)		See Table I
	(+)	1) (0 T		(Watts)	(0 T     5	(-)	Adjustmer	nts	B. PROJECT SCOPE										
1e I) (See Table 343.2	I) (See Table . 0	J) (See Table	= K) =	343	(See Table F ≥ 265	) (See Table P) 0	= 265	COMPLIES		systems that are within the scop	e of the permit app	lication and o	are demonstr	ating complia	nce using th	e prescriptiv	e path outlin	ed in <u>§140</u>	.6 or
343.2	0		=		205	0	= 205		<u>§141.0(b)2</u> for alterations.								-		
					Controls	Compliance (See	Table H for Deta	ails) COMPLIES		Scope of Work 01			Condition	ed Spaces	03	_	Uncondit 04	ioned Spa	<b>ces</b> 05
				Rated Po	ower Reduction	Compliance (See	able Q for Deta	ails)	My Project Co	onsists of (check all that apply):			tion Method	_	Area (ft <sup>2</sup> )	Cal	lculation Met	hod	Area (ft <sup>2</sup> )
NS									New Lighting System			Carcara							/ ((()))
editable comme	nts because of s	selections ma	de or dat	ta entered in tai	bles throughout	the form.			New Lighting System - Page 1	arking Garage									
									Altered Lighting System			Area Cate	egory Method		555	Area	a Category Me		0
de by the permi	applicant to th	e Authority H	lavina lu	risdiction					Tot	al Area of Work (ft <sup>2</sup> )			55	.5				0	
ue by the permit		ic Additional i	aving su																
RE SCHEDULE																			
nt designed ligh	ting and all por	table lighting	in office.	S															
d Spaces	03	04	05		06	07 0	8	09 10											
		Small						Field Inspector											
uminaire otion ( <sup>-</sup>	Modular rack) Fixture	Aperture &	Watts Iumina			Number Exclue minaires <u>§140</u>	ed per Des	sign Watts											
	C	olor Change <sup>1</sup>						Pass Fail											
4' LIGHT	No No	No	40		Spec		o	80											
	NO			Registration Date	•		•	Registration Provider: Energysoft	Registration Number:			Registration	Date/Time:				Regist	ration Provi	der: Energysoft
				-								-					0		0,
ndards - 2019 Non	residential Comp	bliance		Report Version: 2 Schema Version:			R	eport Generated: 2021-05-28 11:47:08	CA Building Energy Efficiency Sta	ndards - 2019 Nonresidential Complia	ance		on: 2019.1.003 sion: rev 20200				Report Gener	ated: 2021-	-05-28 11:47:08
		2		ATION 53 Report A PALMA Date Pr				CALIFORNIA ENERGY COMMISSION NRCC-LTI-E (Page 5 of 7) 5/28/2021	Indoor Lighting NRCC-LTI-E CERTIFICATE OF COMPLIANCE Project Name: Project Address:			TATION 53 <b>Rej</b> LA PALMA <b>Da</b>					CALIFORN	IA ENERGY	Y COMMISSION NRCC-LTI-E (Page 4 of 7) 5/28/2021
								1											
E: AREA CATEG	ORY METHOD	QUALIFYIN	g light	ING SYSTEM					H. INDOOR LIGHTING CON	ROLS (Not including PAFs)									
this project.									Area Level Controls 04	05	06	07	0	8	09	10	11		12
ERAL LIGHTING	POWER ALLC	OWANCE																	
this project.										Complete Building or Area	Area Controls	Multi-Level	Shut-Off		imary/Sky lit		Interlocked	Field	Inspector
LLOWANCE: TA	ILORED WALL	DISPLAY							Area Description	Category Primary Function Area	<u>§130.1(a)</u>	Controls §130.1(b)	<u>§130</u>	<u>.1(c)</u> D	ayiigiittiig	Daylighting <u>§140.6(d)</u>	Systems <u>§140.6(a)1</u>		
this project.														2	<u>130.1(d)</u>			Pass	Fail
									DORM ROOM	All Other Space Types	Manual ON/OFF	Dimmer	Occupan	cy Sensor	N/A	N/A	No		
ALLOWANCE: T		OR AND TAS		ING							Manual					21/2			
ins project.									CORRIDOR	Corridor Area	ON/OFF	Dimmer	Occupan	cy Sensor	N/A	N/A	No		
LLOWANCE: T	AILORED ORN	AMENTAL/S	PECIAL	EFFECTS					Restrooms	Restrooms	Manual ON/OFF	Dimmer	Occupan	cy Sensor	N/A	N/A	No		
this project.									*NOTES: Controls with a * req	I uire a note in the space below exp		liance is achie	eved.		I		13		
LLOWANCE: T	AILORED VERY	Y VALUABLE	MERCH	ANDISE					EX: Conference 1: Primary/Sky to <u>§130.1(d)2</u>	light Daylighting: Exempt because	e less than 120 wat	ts of general	lighting; EXCl	EPTION 1		Plan Sheet	: Showing Day	/lit Zones:	
this project.																			
			ICTNAEN		(5))				I. LIGHTING POWER ALLOW	ANCE: COMPLETE BUILDING	OR AREA CATEGO	RY METHO	DS						
GHTING CONT		OWERADI	JSTIVIEN	IT FACTOR (PA	(r))					Complete Building or Area Categ	ory Methods per <mark>§</mark>	<u>140.6(b)</u> are	included in th	nis table. Colur	nn 06 indica	ntes if additio	onal lighting µ	power allo	wances per
ins project.									<u>§140.6(c)</u> or adjustments per Conditioned Spaces	<u>140.6(a)</u> are being used .									
ON COMPLIAN	CE FOR ALTER	ATIONS							01	02	2		03	04		05		06	
his project.									Area Description	Complete Building or A			ed Density	Area (ft <sup>2</sup> )		l Wattage	Additional	Allowance	/ Adjustment
OR ALL ALTERA	TIONS - CONT	ROLS EXCER	TIONS							Functio			W/ft <sup>2</sup> )			atts)	Area Categ	gory	PAF
this project.									CORRIDOR	Corrido			0.6	351 204		10.6 32.6	No No		No No
		E)								l Restro			TOTALS:	555		3.2		les J, or P	
R ADJUSTMEN	I FACTOR (PA	r)									ł				L			.,	
ins project.																			
				Registration Date	e/Time:			Registration Provider: Energysoft	Registration Number:			Registration	Date/Time				Regist	ration Provi	der: Energysoft
ndards - 2019 Non	racidantial Corre	liance		Report Version:				eport Generated: 2021-05-28 11:47:08		ndards - 2019 Nonresidential Complia		-	on: 2019.1.003	3			-		-05-28 11:47:08
1991 99 - 2013 NOU	concentral comp	mance		Schema Version:			K	Cport Generaleu. 2021-03-20 11:47:08		naarus - 2015 Nonresidentiai Complia			on: 2019.1.00: sion: rev 20200				Neport Gener	ateu, 2021-	JJ-20 11:47:Uð

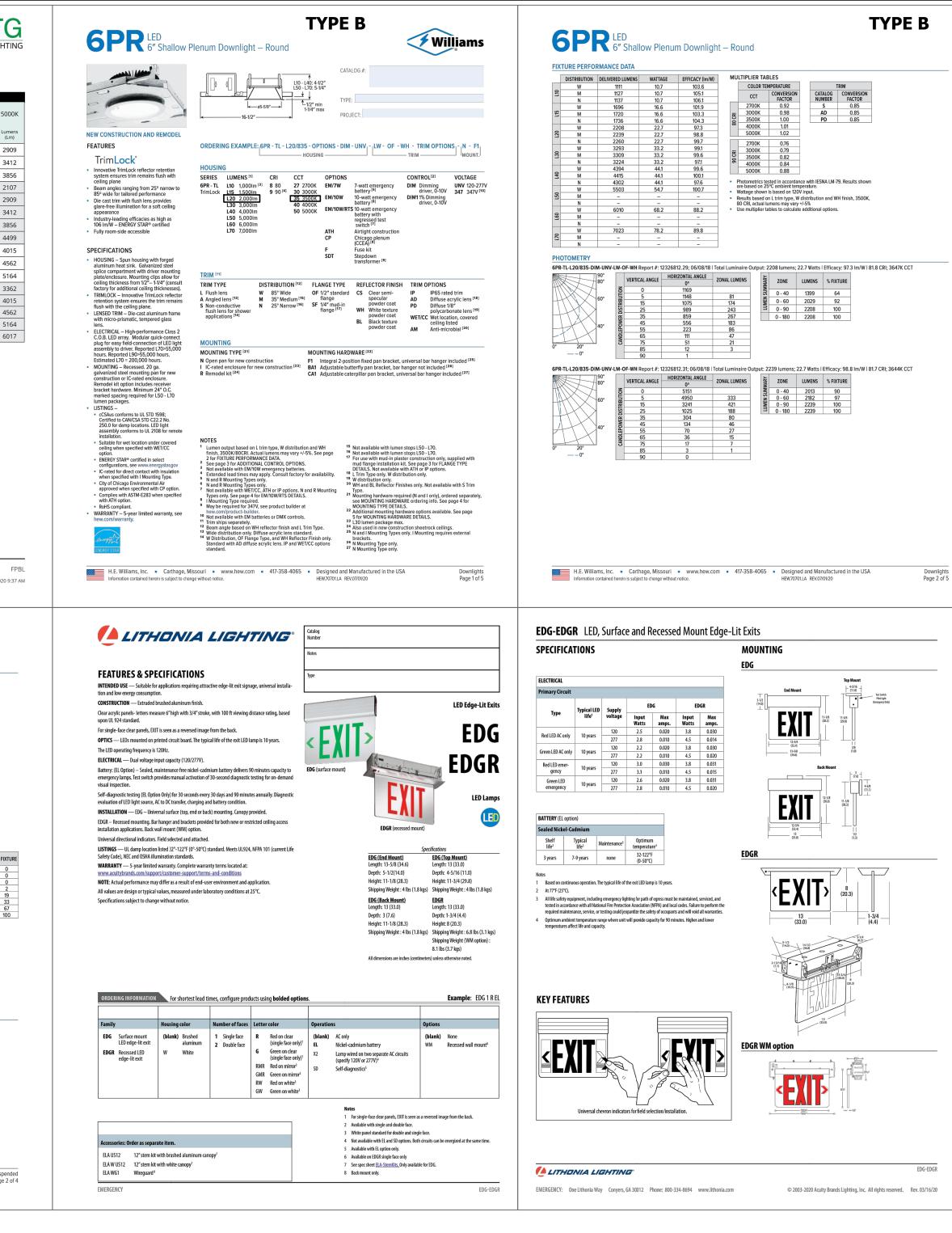
	L	IGHTING FIX	TURE SC	HEDUL	.E
SYMBOL	TYPE	DESCRIPTION	FINISH	LAMPS	MANUFACTURER MODEL NO.
0	A 40	2' X 4' RECESSED LAY-IN LIGHT FIXTURE	VERIFY WITH ARCHITECT.	LED	HE WILLIAMS FLAT PANEL-LIT #FPBL-24T-01-DIM
0	B 17	4.5" SHALLOW PLENUM DOWNLIGHT	VERIFY WITH ARCHITECT.	LED	HE WILLIAMS #6PR-TL-L15-8-35K-DIM
	C 16	2' WALL MOUNT WRAP	VERIFY WITH ARCHITECT.	LED	HE WILLIAMS #AXWD—2—8—35—S
8	X	CEILING MOUNTED EXIT SIGN	VERIFY WITH ARCHITECT.	LED	LITHONIA EDGR

	depi prop repr expi		APA	فَقَوْظَعَةُ اللَّهُ ال 2014 Architects, Inc. الله الله الله الله الله الله الله الل	tructu opyrig be vithoui n of,	표 로 해 FAX (714) 668-4265 SUITE G-205 TEL (714) 668-4260 OF CM
			DATE: 05/31/2021	DE-CIIRMITTAI		
	$\Lambda$ plan check corrections		JOB NO.: 4009 DATE:	DRAWN BY: STAFF	CHECKED BY: LP	SCALE:
FINGINEER + M			$\square$ ORANGE COUNTY FIRE AUTHORITY $\square$		י ב רמ	25415 E. LA PALMA, YUKBA LINDA, CA 92887 SCALE:
			0		4	J



H2S Engineers Inc. Consulting MEP Engineers Anaheim, CA 92801 Ph: (714) 290-0718 E-mail: mverma@h2sengineers.com

PBL Duo Color and Power Switchable Flat Panel door e DUO Switchable Panel provides a low profile, low glare, uniform urce ambient lighting fixture. It includes two DIP switch to easily d reliably adjust CCT and lumens, making it a one fits all solution indoor commercial lighting applications including but not limited officer, retail cance and charureoner. The DIV or gimplifies the work	<b>FPBI</b> Indoc	<u>– Duo Color</u> or	and Pov	wer Swi	tchable	Flat Pa	nel	TY	PE /	<u>A</u>		
offices, retail space, and showrooms. The DUO simplifies the work pecifiers, designers, and contractors, who often must consider the ting requirements of multiple rooms when completing interiors.       Product         Dubble       Notes       Notes         Dubble       Field-adjustable light output with 3/5 discrete steps         White Tunable with 3/5 discrete steps       Emergency Backup Option Available         Non-yellowing PS Diffuser and PMMA LED Lens       Non-yellowing PS Diffuser and PMMA LED Lens	Lumer Size	n Data Part Number	Wattage (W)	System Wattage	3000K Lumens (Lm)	System wattage	3500K Lumens (Lm)	System Wattage	3700K Lumens (Lm)	System wattage	4000K Lumens (Lm)	System wattage
		FPBL22T- 30W-01	20W 25W 30W			21 26 30	2845 3327 3791	-	-	20 25 28	3017 3545 4094	21 25 29
Win-Free -10°C to 40°C Photocell Motion Year Operating Sensor Warranty Switchable	2x2	FPBL22T-	15W 20W 25W	15 20 25	2000 2615 3205	15 21 26	2052 2845 3327	15 20 25	2302 3009 3678	15 20 25	2257 3017 3545	15 21 25
Model         Wattage         CCT         Voltage         Dimming           CCT& Lumen Switchable         30W= 20W, 25W, 30W Switchable         01=3500/4000/5000 Switchable         plank=1-10V         Blank=1-10V		30W-02	30W 35W 30W	30 35	3805 4312	30 35 30	3791 4385 3887	30 35	4424 5060	28 35 29	4094 4960 4089	29 35 30
		FPBL24T- 40W-01	35W 40W	-	-	36 41	4498 4927	-	-	35 39	4690 5330	36 40
a classic panel. If a room has a classic panel. If a room has not the grid. If other placement such as surface mounting kits, g. b construction such as surface mounting kits, g. b construction considering its robust performance, the Duo is impressively lightweight and streamlined in outward design. Out of package, you can observe a profile of only 1.4 inches, not counting the driver. As a supplement to this convenience, we have permanently sealed the optical module so that no internal cleaning is required. For guaranteed strength, the Duo	2x4	FPBL24T- 40W-02	25W 30W 35W 40W	25 30 35 40	3317 3902 4464 4929	25 30 36 41	3258 3887 4498 4927	25 30 35 40	3607 4243 4820 5571	25 29 35 39	3536 4089 4690 5330	25 30 36 40
Dip Switch Dip Sw			48W	48	5884	48	5699	48	6554	48	6425	48
trical         -life LEDs, coupled with a high-efficiency driver, provide superior ination for extended service life. The fixture reaches an amazing en efficacy up to 140 LM/W.       Input Voltage (VAC)       100-277         CRI       80+         CCT(K)       3500/4000/5000 DIP Switch, 3000/3500/3700/4000/5000 DIP Switch         cs       PF       .95												
THD       <20%												
Housing     Coated Iron       E Premium     Lens     PMMA Lens with PS Diffuser       Temperature Range     -10°C to 40°C												
ED Lighting. www.atgledlighting.com FPBL 1: 551.245.6222 Eisales@atgledlighting.com Data subject to change. Last Edited: February 26, 2020 9:37 AM	© 2020 AT 1058 Mo Montclair,	G LED Lighting. nte Vista Ave CA			W T:	/ww.atgledlight : 951.245.6222 : sales@atgled	ting.com 2		~	ubject to chang	10 1 m 1 m 1 m 1	. Eak -
,										,	,	
AX2W <sup>LED</sup> 2" Wall Mount Architectural TYPE C <b>Williams</b>			LED 2″ W	/all Mou	nt Archite	ectural				Т	ΥPI	EC
<image/> <image/> <image/> <image/> <image/> <image/> <image/> <image/> <section-header></section-header>	PHOT AX2U- 180° 	OMETRY 4-133/835-S-DIM-UN 160° 140° 140° 140° 20° 40° 20° 40° 141-133/835-S-ASYD -140° -40° -0° S SECTIONS	V Report #: 1875 20° VE 000° US 30° 30° VE 30° VE 50° VE	33.0; 03/11/15 RTICAL ANGLE 0 5 15 25 35 45 55 65 75 75 75 75 75 75 105 115 125 125 125 135 105 115 125 135 165 175 180 90 95 90 95 95 95 95 95 95 95 95 95 95	Total Luminai           HORIZONTAL           0°         45°           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           1         26           9         37           40         68           523         513           725         706           927         98           1237         1229           1231         1234           1304         1304	Image: second	AL LUMENS	ens; 42.2 Watts HORIZONTAL / 45° 90' 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	ILUMEN:           NE         LUMEN:           0         0           40         0           60         10           90         71           120         603           150         2194           180         3177           180         3177           180         3248           ANGLE         10           0         149 <td< td=""><td>0         Im/W; 84.6 C           0         0           0         0           19         68           98         100           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         10           2         3           145         341           225         605           239         438           121         413           232         438           191         393           74         274           90         97</td><td>RI; 3540K CC</td><td></td></td<>	0         Im/W; 84.6 C           0         0           0         0           19         68           98         100           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         10           2         3           145         341           225         605           239         438           121         413           232         438           191         393           74         274           90         97	RI; 3540K CC	
<image/> <image/> <image/> <image/> <image/> <image/> <image/> <section-header></section-header>	PHOT AZ2U- 180° 	OMETRY 4-133/835-S-DIM-UN 160° 140	V Report #: 1875       20"     V       00"     V       30"     V       40"     V	33.0; 03/11/15 RTICAL ANGLE 0 5 15 25 45 55 55 55 55 105 115 125 135 145 155 155 155 155 155 155 15	Total Luminal         HORIZONTAL         0°       4%         0°       0°         0       0         0       0         0       0         0       0         0       0         0       0         0       0         0       0         0       126         9       37         40       68         523       513         725       706         927       918         1231       1234         1237       1229         1233       1234         1304       1304         307       918         3/11/15       Total L         100°       90°         90°       80°         60°       60°	re Output: 324 ANGLE 90' 0 0 0 0 0 0 0 0 11 9 28 40 40 47 40 40 47 205 334 492 686 397 1082 1208 887 1082 1208 1304 1208 1304 1304 1208 15 15 15 15 15 15 15 15 15 15 15 15 16 5 17 5 18 0 0 5 1 15 15 16 15 15 16 15 16 15 16 15 16 15 16 15 16 15 16 15 16 15 16 15 16 15 16 16 17 1 18 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	AL LUMENS 0 0 0 2 13 21 27 75 195 332 463 553 576 571 348 124 0 0 0 0 195 332 463 576 571 348 124 0 0 0 0 195 332 463 576 571 195 332 463 576 571 195 332 463 576 571 195 332 463 576 571 195 332 463 576 571 195 332 463 576 571 195 332 463 576 571 195 332 463 576 571 195 332 463 576 571 195 332 463 576 571 195 332 463 576 571 195 332 463 576 571 195 332 463 576 571 195 332 463 576 571 195 332 463 124 0 0 0 0 0 0 12 12 13 33 546 12 11 13 57 11 13 348 124 0 0 0 0 12 11 13 33 540 0 12 11 11 13 54 11 11 13 54 11 11 11 13 54 11 11 11 11 11 11 11 11 11 1	<ul> <li>Designed</li> <li>200</li> <li>200<!--</td--><td>NE         LUMEN           30         0           40         0           60         10           90         71           120         603           150         2194           180         3177           180         3248           ANGLE         11           125°         114           10         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           1226         1           328         2           4640         4           976         8           1011         11</td><td>I 84 CRI; 34831         S       % FIXTURE         0       0         2       19         68       98         10       98         10       98         2       00         0       0         0       0         0       0         0       0         0       0         0       0         0       0         0       0         0       10         25       60         239       438         431       224         524       341         229       438         431       224         90       97         01       15         524       3241         239       438         439       393         574       274         930       97         011       -         -       -         90       97         90       97         90       97         90       97         93       34</td><td>RI; 3540K CC</td><td>T NE LUME 30 0 40 1 50 6 90 36 120 45 150 79 180 164</td></li></ul>	NE         LUMEN           30         0           40         0           60         10           90         71           120         603           150         2194           180         3177           180         3248           ANGLE         11           125°         114           10         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           0         0           1226         1           328         2           4640         4           976         8           1011         11	I 84 CRI; 34831         S       % FIXTURE         0       0         2       19         68       98         10       98         10       98         2       00         0       0         0       0         0       0         0       0         0       0         0       0         0       0         0       0         0       10         25       60         239       438         431       224         524       341         229       438         431       224         90       97         01       15         524       3241         239       438         439       393         574       274         930       97         011       -         -       -         90       97         90       97         90       97         90       97         93       34	RI; 3540K CC	T NE LUME 30 0 40 1 50 6 90 36 120 45 150 79 180 164

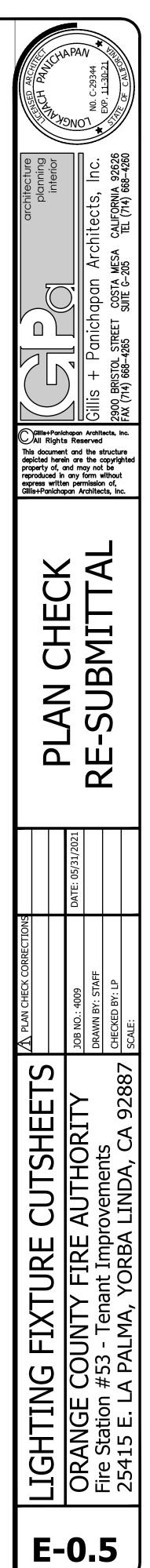


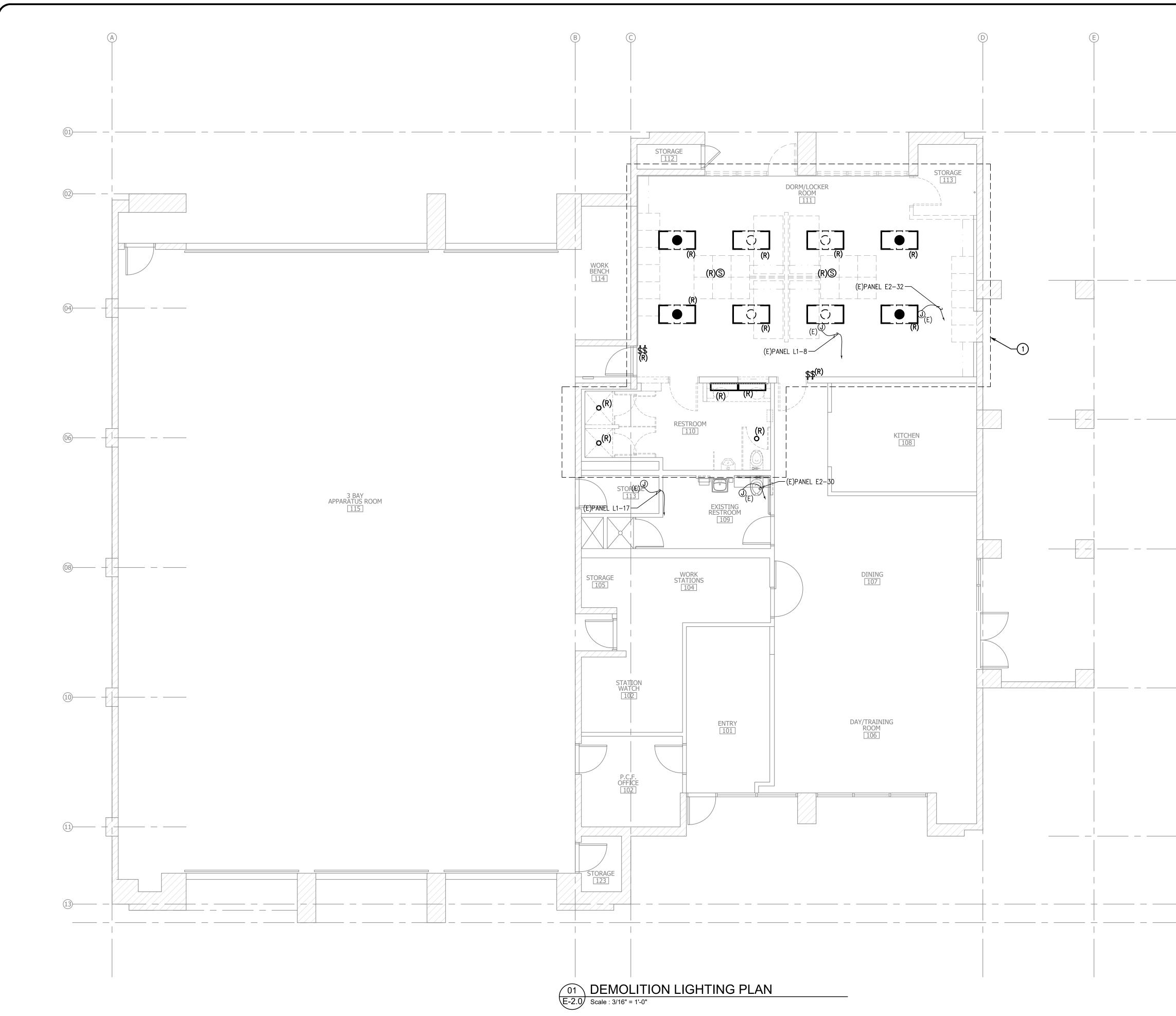
L-L20/835-DIM-U	INV-LN-OF-WH Report #: 12326812.32; 06/08/18   Total Luminaire Output: 2260 lumens; 22.7 Watts   Efficacy: 99.7 lm/W   81.6 CR; 3629K CCT
80°	
X	0         8348         0         0         260         91           5         7547         466         0         60         2203         98           15         3235         381         0         0         0         0         0         90           25         771         137         0
60°	2 15 3235 381 9 0 0 2260 100
$\times$	25         771         137         30 - 180         2260         100           35         212         57         57         57         57         57
40°	45 107 38
X	Eu         55         66         27           65         37         16
20°	
0°	
estrictions apply	ROL OPTIONS y: L30 max for DMX driver, L30 max for Lutron drivers, L50 max for DIM LINE driver. 347V may require stepdown transformer, see product builder at
n/product-builde	èr.
OG NUMBER	DESCRIPTION Dimming driver prewired for 0-10V low voltage applications
	1% dimming driver prewired for 0-10V low voltage applications
NE	Line voltage dimming driver (TRIAC and ELV compatible at 120V only) 0.1% dimming driver for DMX controls
NE	Lutron Hi-lume 1% 2-wire dimming driver forward phase line voltage controls (120V only)
	Lutron Hi-lume 1% EcoSystem dimming LED driver Lutron 5-Series 5% EcoSystem dimming LED driver
DSR	Lutron Vive integral fixture control, RF only (DFCSJ-OEM-RF) and sensor-ready driver
DBI/LDE1	Lutron Vive integral fixture control, RF only (DFCSJ-OEM-RF), Lutron Hi-lume 1% EcoSystem dimining LED driver, and digital link interface
DBI/LDE5 /DIM	Lutron Vive integral fixture control, RF only (DFCSJ-OEM-RF), Lutron 5-Series 5% EcoSystem dimming LED driver, and digital link interface Lutron Vive PowPak wireless fixture control with dimming driver
/DIM1	Lutron Vive PowPak wireless fixture control with 1% dimming driver
) SOLOB ) SOLOB DALI	EldoLED Solodrive, 0.1% dimming driver for 0-10V controls EldoLED Solodrive, 0.1% dimming driver for DALI controls
DECO1	EldoLED Ecodrive, 1% dimming driver for 0-10V controls
ECO1 DALI	EldoLED Ecodrive, 1% dimming driver for DALI controls
OCK DETAILS	
т	PULL RELEASE
TRL	
D	
TYPE DETAILS	
H	SHOWER ANGLED
(	
i5-5/8″→ 1/8′	1″ ←_g5-5/8″→ 1/8″ ←_g5-5/8″→ 1/8″
E TYPE DETA	NLS
TANDARD	1/4" MUD-IN MUD FLANGE MOUNTING KIT (SLIM FLANGE TYPE)
	T T
Γ,	
- ø7″——>	
itout: ø6-1/2"	Celling cutout: ø6-3/4" ← ø6-9/16" →
	<u>~~~</u> 09-1/2″
CTOR FINISH	
WH emi-specular Wh	H BL
can-specular WI	



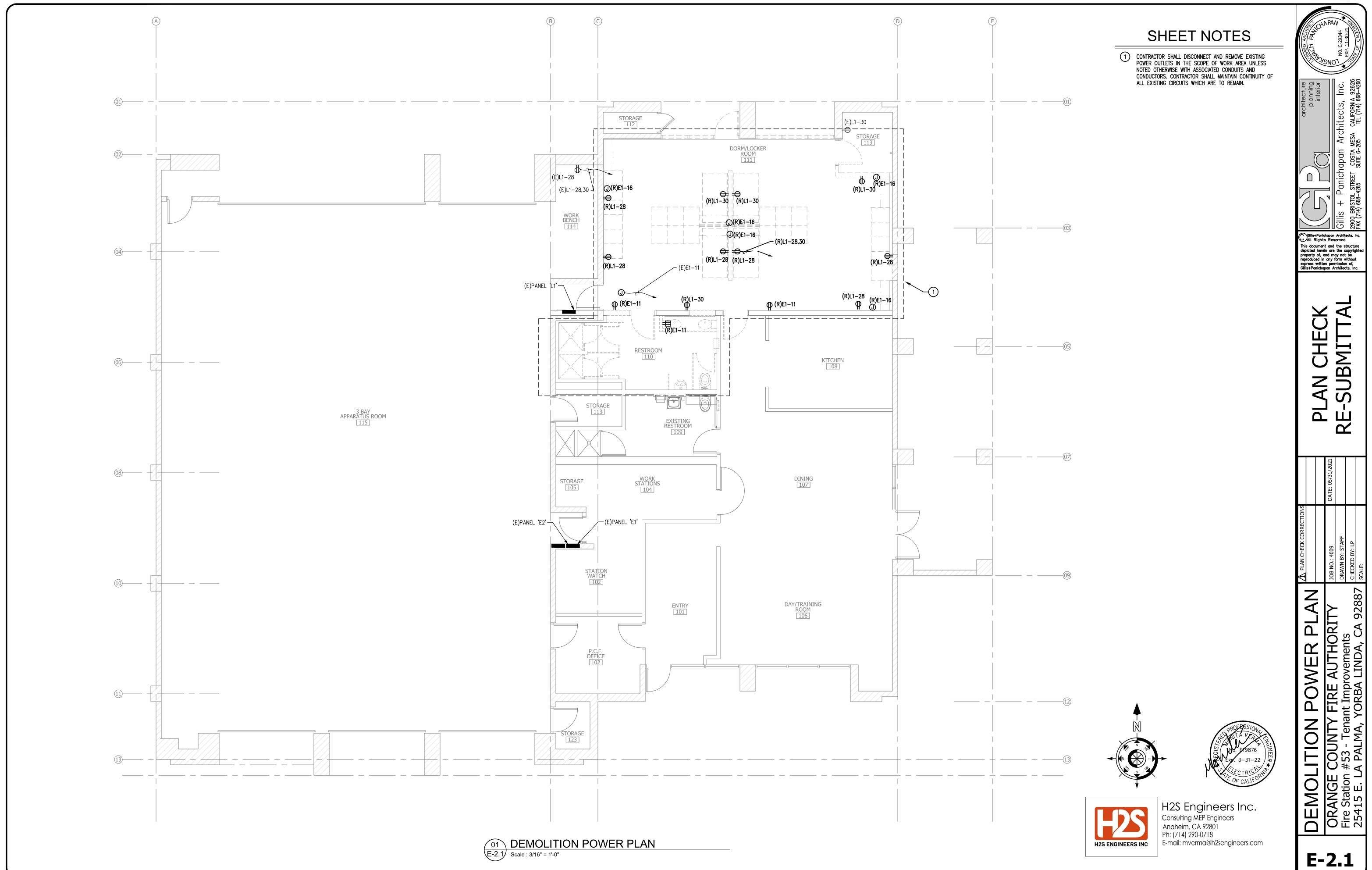


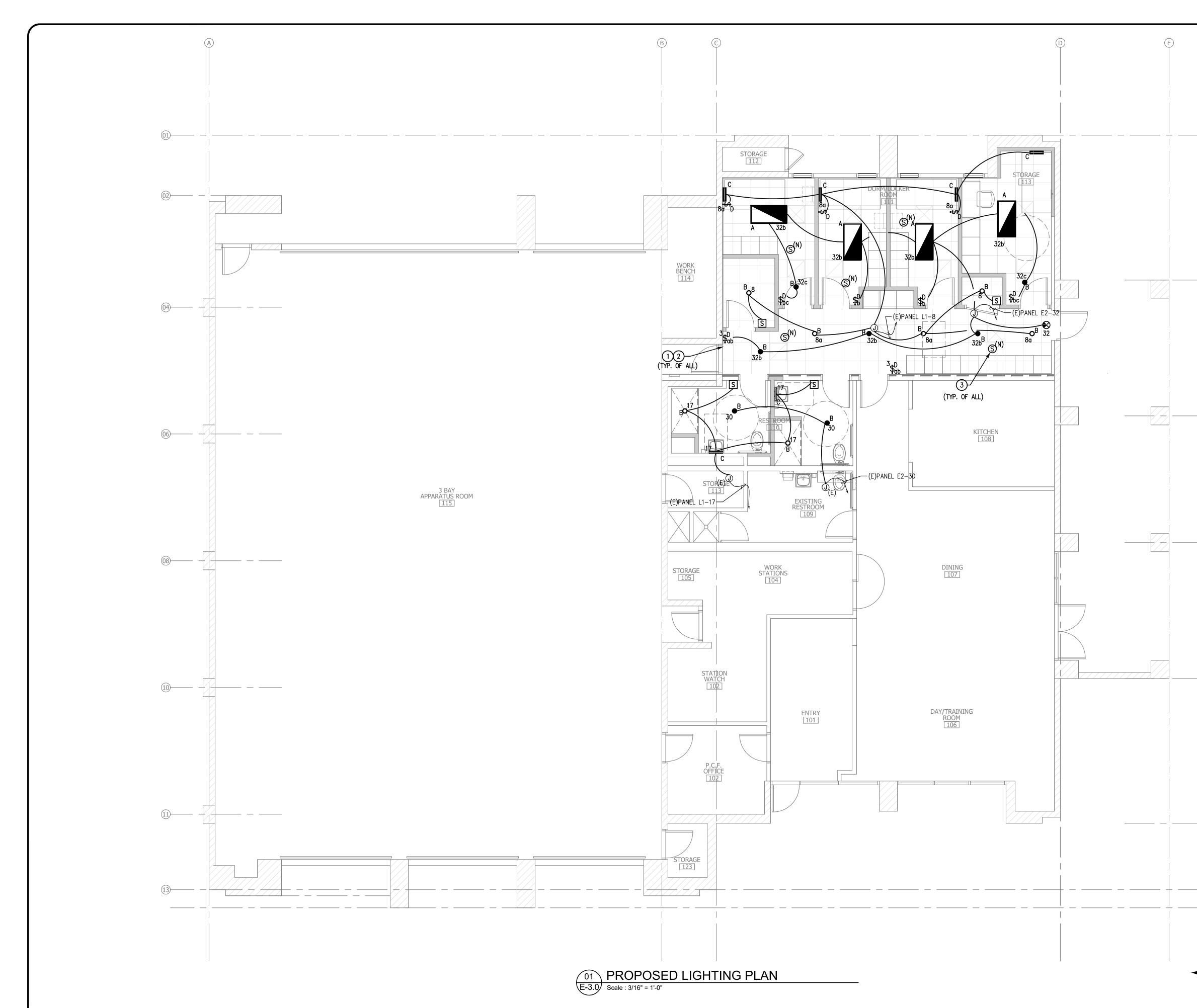
H2S Engineers Inc. Consulting MEP Engineers Anaheim, CA 92801 Ph: (714) 290-0718 E-mail: mverma@h2sengineers.com

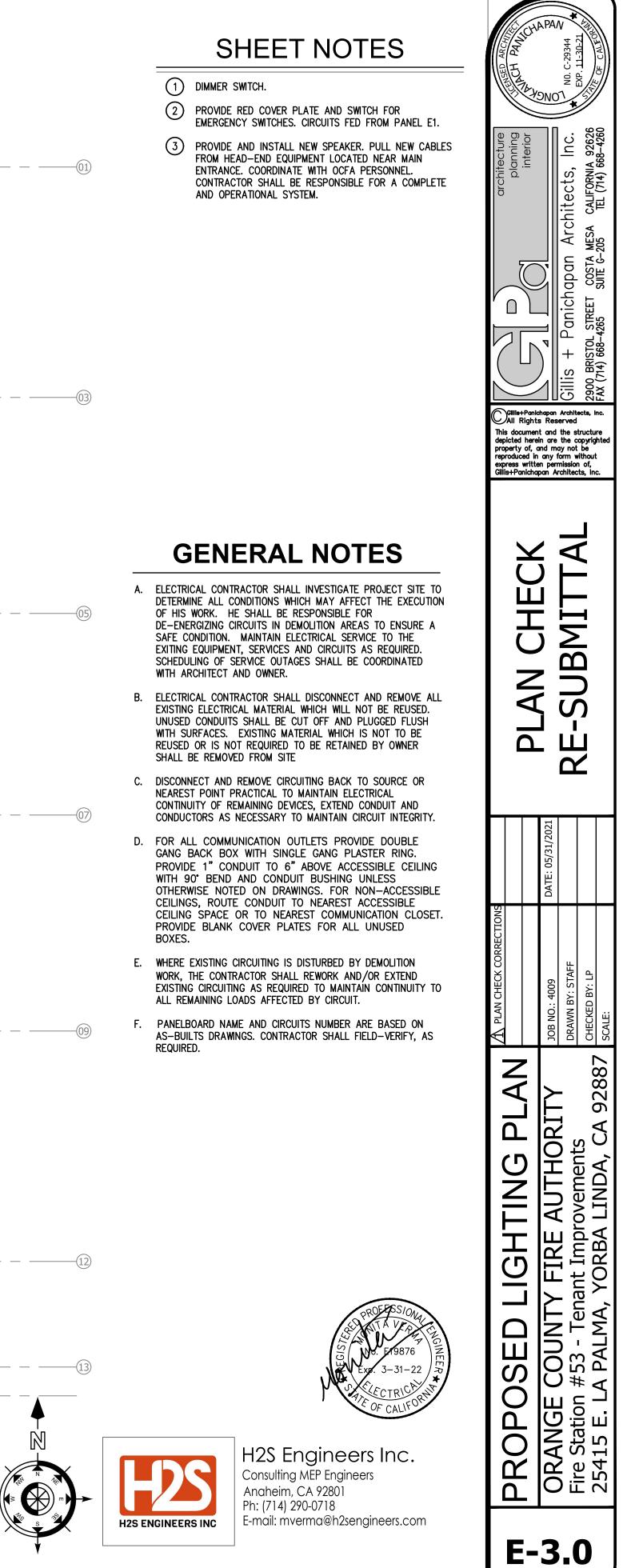




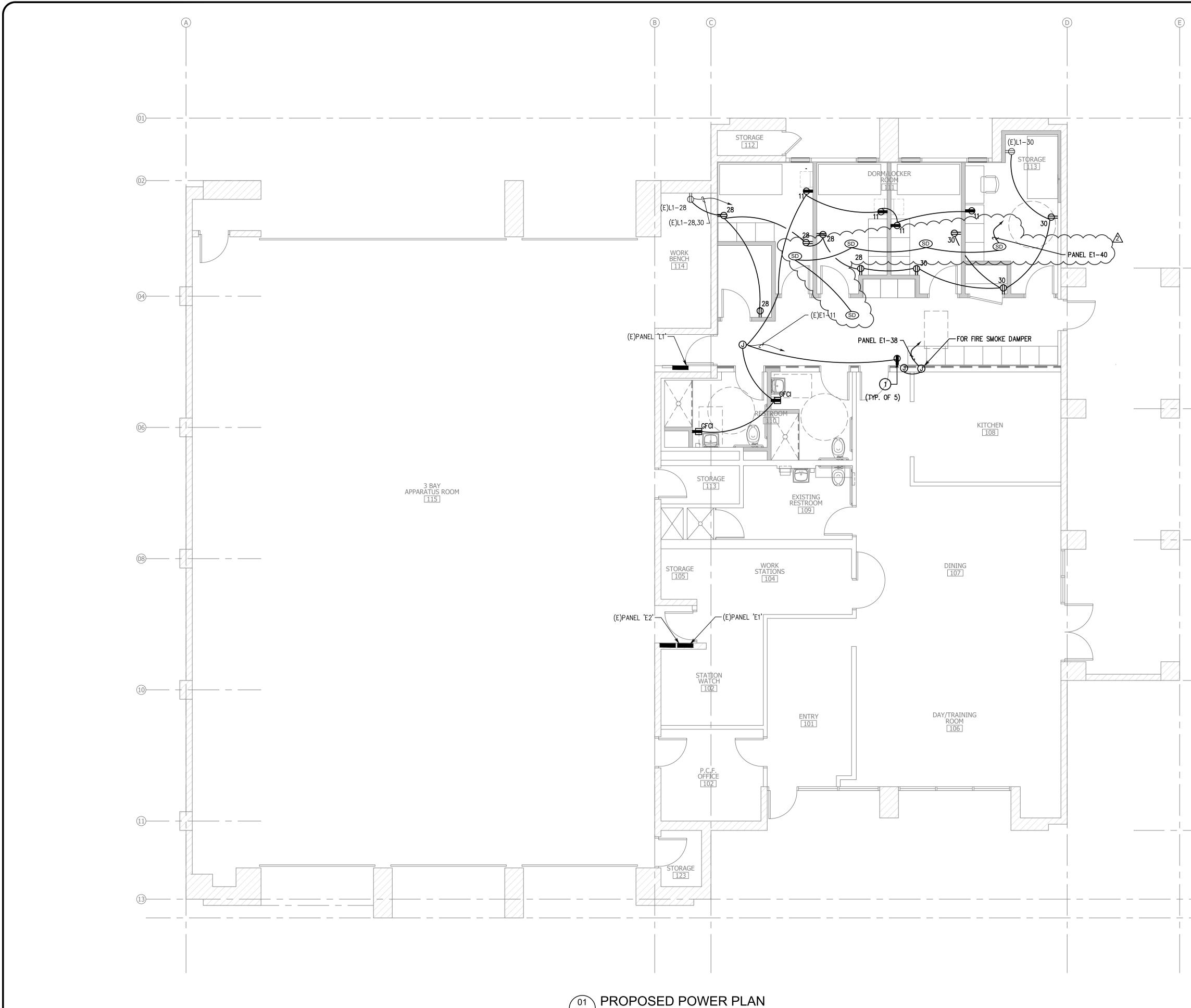
	(1) CONTRACTOR SHALL DISCONNECT AND REMOVE EXISTING	HACH PANE HACH P
	LIGHT FIXTURES, EXIT LIGHTS, SENSORS AND SWITCHES IN THE SCOPE OF WORK AREA WITH ASSOCIATED CONDUITS AND CONDUCTORS. CONTRACTOR SHALL MAINTAIN CONTINUITY OF ALL EXISTING CIRCUITS WHICH ARE TO REMAIN.	Particular Previous P
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		Arch Mesa 205
		BRISTOL (714) 668-
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		property of, and may not be reproduced in any form without express written permission of, Gillis+Panichapan Architects, Inc.
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		PLAN CHECK RE-SUBMITTAL
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		RECTIONS DATE
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		HORJ A, CA
		<b>DLITION LIGHTING PLA</b> <b>GE COUNTY FIRE AUTHORITY</b> tion #53 - Tenant Improvements E. LA PALMA, YORBA LINDA, CA 928
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-(13)	DV. E19876 Exp. 3-31-22 OF CALIFORNIA	DLITI( GE COU tion #53 E. LA PA
	H2S Engineers Inc. Consulting MEP Engineers	EMC DRANC ire Stat 5415 E
	Anaheim, CA 92801 Ph: (714) 290-0718 E-mail: mverma@h2sengineers.com	
▼		<b>E-2.0</b>



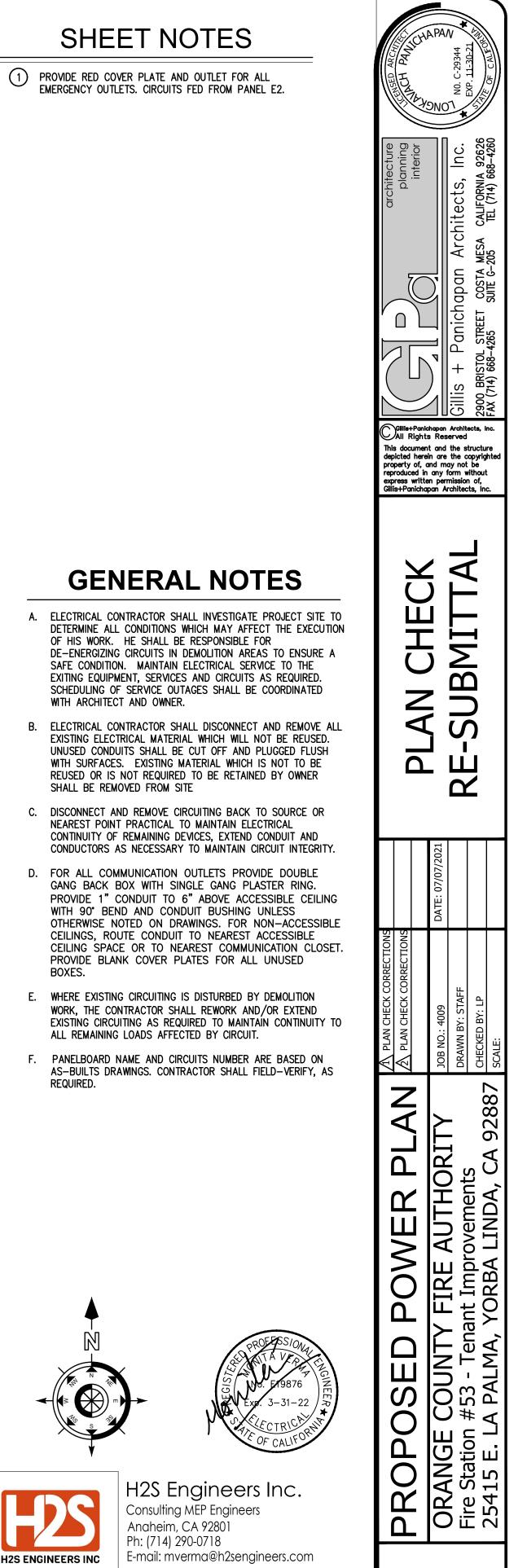








E-3.1 Scale : 3/16" = 1'-0"



E-3.1

**H2S ENGINEERS INC** 

#### GENERAL NOTES

- ALL DRAWINGS ARE CONSIDERED TO BE PART OF THE CONTRACT DOCUMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REVIEW AND COORDINATION OF ALL DRAWINGS PRIOR TO ANY CONSTRUCTION, INCLUDING STRUCTURAL, PLUMBING, AIR CONDITIONING AND ELECTRICAL. ANY DISCREPANCIES THAT OCCUR SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF CONSTRUCTION SO THAT A CLARIFICATION CAN BE ISSUED. ANY WORK PERFORMED IN CONFLICT WITH THE CONTRACT DOCUMENTS OR ANY CODE REQUIREMENTS SHALL BE CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE, AND AT NO EXPENSE TO THE OWNER.
- THESE DRAWINGS ARE DIAGRAMMATIC. THE LOCATION & ELEVATION OF ALL PIPING IS APPROXIMATE AND SHALL BE VERIFIED AND COORDINATED WITH ALL OTHER TRADES, STRUCTURAL CONDITIONS AND BUILDING CONSTRUCTION PRIOR TO START OF INSTALLATION.
- ALL SYMBOLS AND ABBREVIATIONS USED ON THE DRAWINGS ARE CONSIDERED TO BE CONSTRUCTION STANDARDS. IF CLARIFICATION IS REQUIRED, THE CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
- DO NOT SCALE DRAWINGS. ALL DIMENSIONS AND JOB SITE CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR AT THE JOB SITE PRIOR TO BID SUBMITTAL, START OF CONSTRUCTION AND/OR FABRICATION OF MATERIALS. VERIFY ALL EXISTING DUCTWORK, PIPING, ELEVATIONS, SIZES AND POINT OF CONNECTIONS PRIOR TO START OF WORK. IF DISCREPANCIES ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED FOR CLARIFICATION.
- THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, EQUIPMENT, TRANSPORTATION AND SERVICES NECESSARY FOR COMPLETION OF THE WORK. ALL MATERIALS AND WORK SHALL COMPLY WITH APPLICABLE CODES AND GOVERNING REGULATION AND MEET THE APPROVAL OF THE CITY AND STATE FIRE MARSHALL.
- CONTRACTOR SHALL PROVIDE AND BE RESPONSIBLE FOR PROTECTION AND REPAIR OF ADJACENT EXISTING SURFACES AND AREAS WHICH MAY BE DAMAGED AS A RESULT OF DEMOLITION AND/OR NEW WORK.
- VERIFY FINAL LOCATION OF THERMOSTATS WITH ARCHITECT AND/OR TENANT CONSTRUCTION COORDINATOR PRIOR TO ANY INSTALLATION WORK. MOUNT THERMOSTATS 4'-0" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL PROVIDE RECORD/AS BUILT DOCUMENTS TO TENANT CONSTRUCTION COORDINATOR OR ARCHITECT AT COMPLETION OF CONSTRUCTION.
- ALL DUCTWORK SHALL CONFORM TO CHAPTER 6 OF 2019 CMC. ALL DUCTWORK SHALL BE CONSTRUCTED, ERECTED, AND TESTED IN ACCORDANCE WITH THE MOST RESTRICTIVE OF REGULATIONS, PROCEDURES DETAILED IN THE ASHRAE HANDBOOK OF FUNDAMENTALS, OR THE APPLICABLE STANDARDS ADOPTED BY THE SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA).
- 10. ALL EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE EQUIPMENT MANUFACTURER'S RECOMMENDATIONS. PROVIDE ALL FITTINGS, TRANSITIONS, DAMPERS, VALVES, AND OTHER DEVICES REQUIRED FOR A COMPLETE WORKABLE INSTALLATION.
- WRAP CONCEALED DUCTS WITH FIBERGLASS DUCT INSULATION WRAP (ALL SUPPLY DUCT TO HAVE VAPOR BARRIER). ALL NEW SUPPLY AND RETURN DUCT INSULATION WITHIN THE BUILDING TO HAVE MINIMUM 8.0 R-VALUE.
- 12. INSTALL DOUBLE WALL DUCTS FOR ALL EXPOSED OUTDOOR SUPPLY AND RETURN DUCTS WITH AT LEAST 8.0 R-VALUE INSULATION.
- 13. INSULATION APPLIED TO THE EXTERIOR SURFACE OF DUCTS LOCATED IN BUILDINGS SHALL HAVE A FLAME SPREAD OF NOT MORE THAN 25 AND SMOKE DEVELOPED RATING OF NOT MORE THAN 50 WHEN TESTED AS A COMPOSITE INSTALLATION INCLUDING INSULATION, FACING MATERIALS, TAPES AND ADHESIVES AS NORMALLY APPLIED.
- . ENTIRE INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF THE 2019 CALIFORNIA MECHANICAL CODE (C.M.C.), 2019 CALIFORNIA BUILDING CODE (C.B.C.) AND ALL OTHER APPLICABLE CODES AND REGULATIONS.
- 15. INSTALLATION SHALL BE COMPLIANT WITH 2019 CBC SECTION 425, APPLICABLE NFPA CODE SECTIONS AND SECTION 1632A AND CHAPTER 35 OF 2019 CBC.
- 16. MANUFACTURER'S INSTALLATION INSTRUCTIONS SHALL BE MADE AVAILABLE TO THE INSPECTING AUTHORITIES.
- 17. AIR LEAKAGE TESTING SHALL BE PERFORMED BY SMACNA HVAC DUCT LEAKAGE TEST MANUAL.
- 18. LINE VOLTAGE WIRING, ALL CONDUIT, DISCONNECT SWITCHES AND FINAL CONNECTION BY ELECTRICAL CONTRACTOR. LOW VOLTAGE CONDUIT AND WIRING AND FINAL CONNECTION BY MECHANICAL CONTRACTOR.
- 19. THE TOTAL SYSTEM AIR BALANCE SHALL BE PERFORMED BY AN INDEPENDENT AGENCY CERTIFIED BY THE AABC OR NEBB. THIS WORK SHALL CONFORM TO AABC OR NEBB SPECIFICATIONS AS REFERRED TO IN THE NATIONAL STANDARDS.
- 20. ALL PIPING AND DUCT WORK SHALL BE INSULATED CONSISTENT WITH THE REQUIREMENTS OF SECTIONS 118, 123, 124, E.E.S. AND TABLE 6D OF 2019 CMC.
- 21. PROVIDE GUIDE VANES FOR ALL RECTANGULAR DUCT ELBOWS.
- 22. AUTOMATIC SHUTOFFS:
- 23. PER SEC. 608 OF 2019 CMC WHEN REQUIRED, EACH SINGLE SYSTEM PROVIDING HEATING OR COOLING AIR IN EXCESS OF 2,000 CUBIC FEET PER MINUTE SHALL BE EQUIPPED WITH AN AUTOMATIC SHUTOFF. AUTOMATIC SHUTOFF SHALL BE ACCOMPLISHED BY INTERRUPTING THE POWER SOURCE OF THE AIR MOVING EQUIPMENT DEVICES WHICH WILL DETECT PRODUCTS OF COMBUSTION OTHER THAN HEAT AND WHICH COMPLY WITH THE UBC, SHALL BE LABELED BY AN APPROVED AGENCY FOR AIR DUCT INSTALLATION AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. SUCH DEVICES SHALL BE COMPATIBLE WITH THE OPERATING VELOCITIES, PRESSURES, TEMPERATURES AND HUMIDITY OF THE SYSTEM WHERE FIRE DETECTION OR ALARM SYSTEMS ARE PROVIDED FOR THE BUILDING, SMOKE DETECTORS SHALL BE SUPERVISED BY SUCH SYSTEMS.
- 24. FOR THE PURPOSE OF CLEARNESS AND LEGIBILITY, THE DRAWINGS ARE ESSENTIALLY DIAGRAMMATIC AND ALTHOUGH SIZES AND LOCATIONS OF EQUIPMENT IS DRAWN TO SCALE WHEREVER POSSIBLE, THE CONTRACTOR SHALL MAKE USE OF ALL DATA IN ALL OF THE CONTRACT DOCUMENTS AND VERIFY THIS INFORMATION BEFORE ORDERING, FABRICATING OR INSTALLATION OF ANY MATERIALS.
- 25. HVAC SYSTEM AND COMPONENTS WILL BE TESTED ,A ADJUSTED AND BALANCED IN ACCORDANCE WITH AABC'S NATIONAL STANDARDS FOR TOTAL SYSTEM BALANCE 6TH EDITION.
- 26. HVAC SYSTEM AND CONTROLS:

- NEW HVAC UNITS ARE PACKAGED ROOFTOP HEAT PUMP UNITS.
- THERMOSTATS SHALL HAVE NUMERIC SETPOINTS IN F. THERMOSTATS SHALL HAVE ADJUSTABLE SETPOINTS ACCESSIBLE ONLY TO AUTHORIZED PERSONNEL.
- DEMAND CONTROL VENTILATION DEVICE SHALL ALLOW THE RATE OF OUTDOOR AIR TO BE REDUCED TO 0.15 CFM PER SQUARE FOOT OF CONDITIONED AREA, IF THE DEMAND CONTROL VENTILATION DEVICE INDICATES THAT THE SPACE CONDITIONS ARE ACCEPTABLE. IF THE DEVICE IS A CARBON-DIOXIDE SENSOR, IT SHALL LIMIT THE CARBON DIOXIDE LEVEL TO NO MORE THAN 800 PPM WHILE THE SPACE IS OCCUPIED.
- DEMAND CONTROL VENTILATION DEVICE APPROVED BY THE ENERGY COMMISSION SHALL BE PROVIDED FOR HVAC SYSTEMS SERVING "ASSEMBLY AREAS, CONCENTRATED USE (WITHOUT FIXED SEATS)" OR "AUCTION ROOMS", AS IDENTIFIED IN CHAPTER 10 OF THE UBC, IF SUCH AREAS ARE SERVED BY SYSTEMS WITH DESIGN OUTDOOR CAPACITIES EQUAL TO OR EXCEEDING 3,000 CFM. THE DEVICE SHALL INCLUDE A SENSOR LOCATED IN THE SPACE.
- 27. MECHANICAL MATERIAL STANDARD SHALL BE LISTED AND LABELING TO COMPLY WITH TABLE 1701.1. CMC 306.1 AND CMC 307.1.
- 28. ALL DIR DISTRIBUTION SYSTEM DUCTS AND PLENUMS, INCLUDING, BUT NOT LIMITED, BUILDIN CAVITIES, MECHANICAL CLOSETS, AIR HANDLER BOXES AND SUPPORT PLATFORMS USED AS DUCTS AND PLENUMS, SHALL BE INSTALLED, SEALED AND INSULATED TO MEET THE REQUIREMENTS OF THE CMC SECTION 601.0, 602.0, 603.0, 604.0, AND ANSI/SMACNA-006-2006 HVAC DUCT CONSTRUCTION STANDARDS, METAL AND FLEXIBLE, 3RI EDITION.
- 29. CONNECTIONS OF METAL DUCTS AND THE INNER CORE OF FLEXIBLE DUCTS SHALL BE MECHANICALLY FASTENED. OPENINGS SHALL BE SEALED WITH MASTIC TAPE, AEROSOL SEALAN OR OTHER DUCT CLOSURE SYSTEM THAT MEETS THE APPLICABLE REQUIREMENTS OF UL 181 UL 181A OR UL 181B. IF MASTIC OR TAPE IS USED TO SEAL OPENINGS GREATER THAN 1/4",

#### **AIR DISTRIBUTION SCHEDULE** SYMBOL MOD | NECK | CFM ULE SIZE RANG SIZE E 60-160 CD-1 24"X24" 6" TITUS "OMNI" OR APPROVED EQUAL. 8" | 110–210 10" | 180-400 380-600 | - 4-WAY THROW, UNLESS NOTED 12" 24"X24" DUCT SIZE CR-1 \_ TITUS "PAR-FR" OR APPROVED EQUAL. EG-1 SEE DUCT SIZE SEE TITUS "350 RL" OR PLANS PLANS FOR SIZES APPROVED EQUAL.

	MANDATORY NONRESIDENTIAL CALGREEN REQUIREMENTS	
	SECTION 5.410 - BUILDING MAINTENANCE AND OPERATION	SYMBOL
ZED	5.410.4 TESTING AND ADJUSTING. TESTING AND ADJUSTING OF SYSTEMS SHALL BE REQUIRED FOR BUILDINGS LESS THAN 10,000 SQUARE FEET. APPLIES TO NEW SYSTEMS SERVING ADDITIONS OR ALTERATIONS.	
to ND	5.410.4.2 SYSTEMS. DEVELOP A WRITTEN PLAN OF PROCEDURES FOR TESTING AND ADJUSTING SYSTEMS FOR A. HVAC SYSTEMS AND CONTROLS B. INDOOR AND OUTDOOR LIGHTING AND CONTROLS C. WATER HEATING SYSTEMS	
all E The	D. RENEWABLE ENERGY SYSTEMS E. LANDSCAPE IRRIGATION SYSTEMS F. WATER RESCUE SYSTEMS. G. SYSTEMS TO BE INCLUDED FOR TESTING AND ADJUSTING SHALL INCLUDE, AS APPLICABLE TO THE PROJECT, THE SYSTEMS LISTED IN SECTION 5.410.4.2.	
	5.410.4.3 PROCEDURES. PERFORM TESTING AND ADJUSTING PROCEDURES IN ACCORDANCE WITH APPLICABLE STANDARDS ON HVAC SYSTEM AND CONTROLS AS DETERMINED BY THE ENFORCING AGENCY.	
E	5.410.4.3.1 HVAC BALANCING. BEFORE A NEW SPACE-CONDITIONING SYSTEM SERVING A BUILDING OR SPACE IS OPERATED FOR NORMAL USE, BALANCE IN ACCORDANCE WITH THE PROCEDURES DEFINED BY NATIONAL STANDARDS LISTED IN SECTION 5.410.4.3.1 OR AS APPROVED BY THE ENFORCING AGENCY.	
DING	5.410.4.4 REPORTING. AFTER COMPLETION OF TESTING, ADJUSTING AND BALANCING, PROVIDE A FINAL REPORT OF TESTING SIGNED BY THE INDIVIDUAL RESPONSIBLE FOR PERFORMING THESE SERVICES.	
700	5.410.4.5 OPERATION AND MAINTENANCE (0 & M) MANUAL. PROVIDE THE BUILDING OWNER WITH DETAILED OPERATING AND MAINTENANCE INSTRUCTIONS AND COPIES OF GUARANTIES/WARRANTIES FOR EACH SYSTEM PRIOR TO FINAL INSPECTION.	<del>*</del> #
3RD	5.410.4.5.1 INSPECTIONS AND REPORTS. INCLUDE A COPY OF ALL INSPECTION VERIFICATIONS AND REPORTS REQUIRED BY THE ENFORCING AGENCY.	
LANT 181,	SECTION 5.504 POLLUTANT CONTROL	
	5.504.1 TEMPORARY VENTILATION. IF THE HVAC SYSTEM IS USED DURING CONSTRUCTION, USE RETURN AIR FILTERS WITH A MERV OF 8, BASED ON ASHRAE 52.2—1999, OR AN AVERAGE EFFICIENCY OF 30% BASED ON ASHRAE 52.1—1992. REPLACE ALL FILTERS IMMEDIATELY PRIOR TO OCCUPANCY.	
	5.504.3 COVERING OF DUCT OPENINGS AND PROTECTION OF MECHANICAL EQUIPMENT DURING CONSTRUCTION. AT THE TIME OF ROUGH INSTALLATION AND DURING STORAGE ON THE CONSTRUCTION SITE AND UNTIL FINAL STARTUP OF THE HEATING, COOLING AND VENTILATING EQUIPMENT, ALL DUCT AND OTHER RELATED AIR DISTRIBUTION COMPONENT OPENINGS SHALL BE COVERED WITH TAPE, PLASTIC, SHEET METAL OR OTHER METHODS ACCEPTABLE TO THE ENFORCING AGENCY TO REDUCE THE AMOUNT OF DUST, WATER AND DEBRIS WHICH MAY ENTER THE SYSTEM.	
	5.504.5.3 FILTERS. IN MECHANICALLY VENTILATED BUILDINGS, PROVIDE REGULARLY OCCUPIED AREAS OF THE BUILDING WITH AIR FILTRATION MEDIA FOR OUTSIDE AND RETURN AIR THAT PROVIDES AT LEAST A MERV OF 8. MERV 8 FILTERS SHALL BE INSTALLED PRIOR TO OCCUPANCY, AND RECOMMENDATIONS FOR MAINTENANCE WITH FILTERS OF THE SAME VALUE SHALL BE INCLUDED IN THE OPERATION AND MAINTENANCE MANUAL.	
	SECTION 5.506 INDOOR AIR QUALITY	
	5.506.1 OUTSIDE AIR DELIVERY. FOR MECHANICALLY OR NATURALLY VENTILATED SPACES IN BUILDINGS, MEET THE MINIMUM REQUIREMENTS OF SECTION 120.1 OF THE CALIFORNIA ENERGY CODE AND CHAPTER 4 OF CCR, TITLE 8 OR THE APPLICABLE LOCAL CODE, WHICHEVER IS MORE STRINGENT.	
	5.506.2 CARBON DIOXIDE (CO2) MONITORING. FOR BUILDINGS OR ADDITIONS EQUIPPED WITH DEMAND CONTROL VENTILATION, CO2 SENSORS AND VENTILATION CONTROLS SHALL BE SPECIFIED AND INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CALIFORNIA ENERGY CODE, CCR, SECTION 120(C)(4).	
	SECTION 5.508 - OUTDOOR AIR QUALITY	
	5.508.1 OZONE DEPLETION AND GLOBAL WARMING REDUCTIONS. INSTALLATIONS OF HVAC, REFRIGERATION AND FIRE SUPPRESSION EQUIPMENT SHALL COMPLY WITH SECTIONS 5.508.1.1 AND 5.508.1.2.	
	5.508.1.1 CFCS. INSTALL HVAC AND REFRIGERATION EQUIPMENT THAT DOES NOT CONTAIN CFCS.	
	5.508.1.2 HALONS. INSTALL FIRE SUPPRESSION EQUIPMENT THAT DOES NOT CONTAIN HALONS.	

	REMARKS
-	4-WAY THROW, UNLESS NOTED ON OTHERWISE ON PLANS.
-	4-WAY THROW, UNLESS NOTED ON OTHERWISE ON PLANS.
-	4-WAY THROW, UNLESS NOTED ON OTHERWISE ON PLANS.

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	SHEET INDEX	
SHT.NO.	DESCRIPTION	
M-0.1	MECHANICAL GENERAL NOTES AND LEGEND	
M-0.2	MECHANICAL SCHEDULES AND DETAILS	
M-0.3	TITLE 24 COMPLIANCE FORMS	
M-0.4	TITLE 24 COMPLIANCE FORMS	
M-2.0	MECHANICAL DEMOLITION PLAN	
M-3.0	MECHANICAL PROPOSED PLAN	
	APPLICABLE CODES	
2019 CALIF	ORNIA BUILDING CODE (CBC)	
2019 CALIF	ORNIA ELECTRICAL CODE (CEC)	
2019 CALIF	ORNIA MECHANICAL CODE (CMC)	
2019 CALIF	ORNIA PLUMBING CODE (CPC)	
2019 CALIF	ORNIA ENERGY STANDARDS CODE (CESC)	

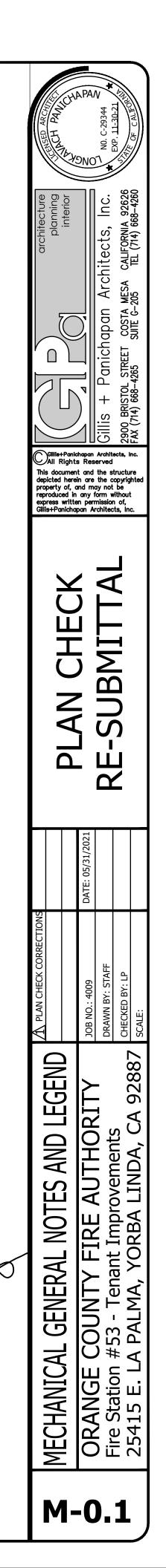
ſ	MECH	IANICAL LEGEND
	ABBV.	DESCRIPTION
*	SWS	SIDEWALL DIFFUSER - SUPPLY
	CD	CEILING DIFFUSER - SUPPLY
3	CD	CEILING DIFFUSER BELOW DUCT - SUPPLY
	SAD	RISER — SUPPLY AIR DUCT
	SAD	DROP — SUPPLY AIR DUCT
	SAD	ROUND DROP - SUPPLY AIR DUCT
-	SWR	SIDEWALL REGISTER - RETURN
	CR	CEILING REGISTER - RETURN
3	CR	Ceiling Register Below Duct – Return
	RAD	RISER — RETURN AIR DUCT
	RAD	DROP – RETURN AIR DUCT
_	SWE	SIDEWALL REGISTER – EXHAUST
	CR	CEILING REGISTER – EXHAUST
}	CD	CEILING DIFFUSER BELOW DUCT - EXHAUST
	EAD	RISER – EXHAUST AIR DUCT
	EAD	DROP – EXHAUST AIR DUCT
3	L.	LINED DUCTWORK
3	VD	VOLUME DAMPER
З	FC	FLEXIBLE CONNECTION
3		NEW DUCT
3		EXISTING DUCT - NEW PLAN
3		EXISTING DUCT - DEMOLITION PLAN
3		EXISTING MECHANICAL WORK TO BE REMOVED
	FSD	FIRE SMOKE DAMPER
-	UC	UNDER CUT DOOR
	TSTAT	THERMOSTAT
	POC	POINT OF CONNECTION
	POD	POINT OF DEMOLITION
	OSA	OUTSIDE AIR
	UTR	UP THRU ROOF
3	CSFD	COMBINATION SMOKE/FIRE DAMPER
3	F	FUSIBLE LINK FIRE DAMPER
	N.T.S.	NOT TO SCALE

1"

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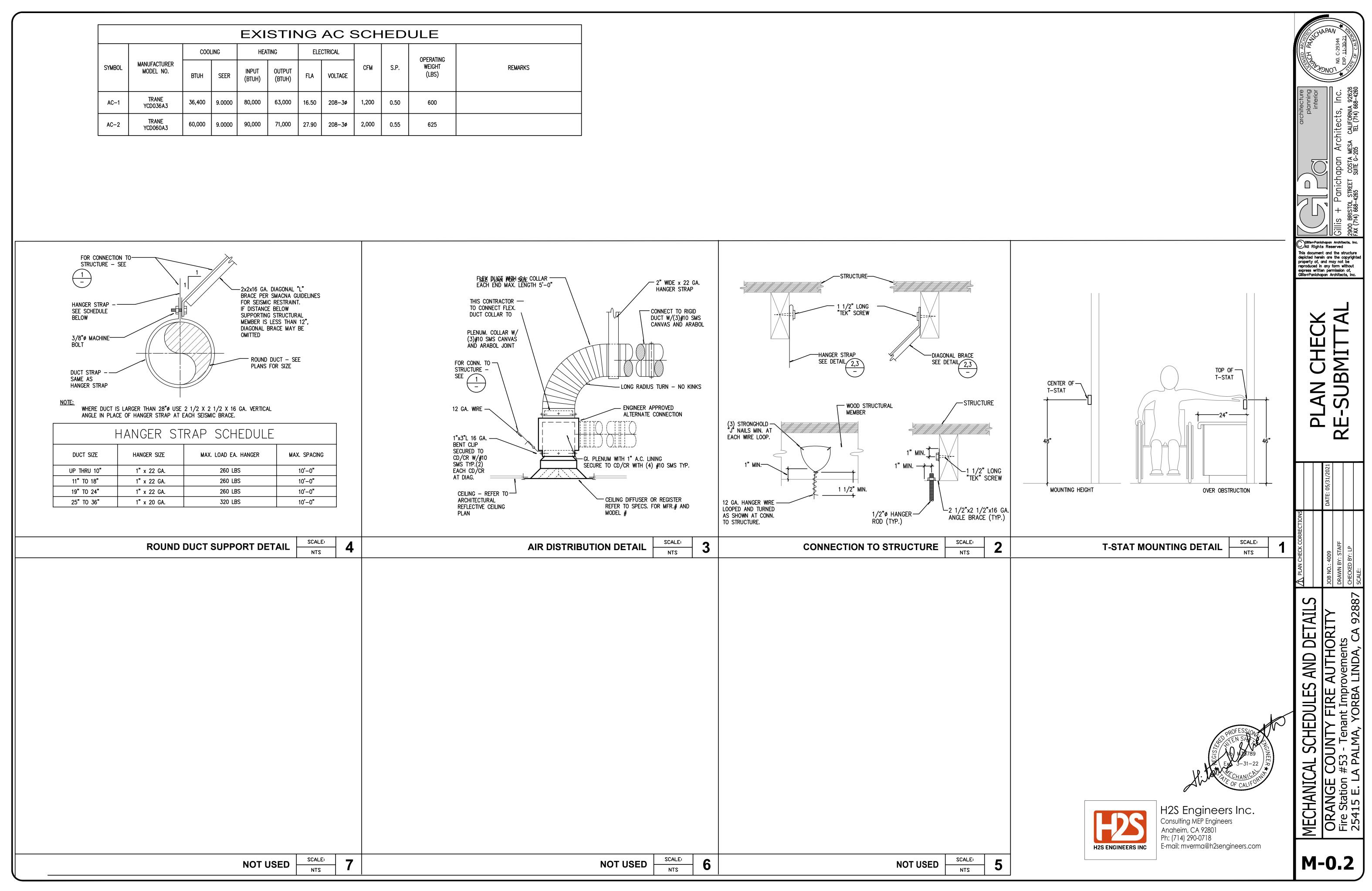


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REMARKS

t File Name: YorbaL			n Date/Time: 06:05, \	Wed, Sep 09, 2020		Project Address:	25415 E. LA PALMA YORBA LINDA		NRCC-PRF-01-E Calculation Date/Time:	06:05, Wed, Sep 09, 2020	
	Linda OCFA.cibd19x					Input File Name:	YorbaLinda OCFA.cibd19x				
	 I			1-		C1. COMPLIANCE RES	SULTS FOR PERFORMANCE COMPO	ONENTS (Annual TDV Energy Use, kE			
Project Location (city) CA Zip Code	YORBA LINDA	8. Standards 9. Complian	Version ce Software (version)	Compliance2019 EnergyPro 8.0				COMPL	-		
limate Zone	8	10. Weather	ile	FULLERTON_722976	6_CZ2010.epw	Space Heating	Energy Component	Standard Desig	n (TDV) Proj 2.46	pposed Design (TDV) 2.46	Compliance M
al Conditioned Floor Ar		11.     Building C       12.     Permitted	rientation (deg) Scope of Work	(N) 0 deg ExistingAlteration		Space Cooling			133.91	2.46	
tal # of Stories (Habitabl		13 Building T	•	Nonresidential		Indoor Fans Heat Rejection			95.98	95.98	
tal # of dwelling units	0	14 Gas Type		NaturalGas		Pumps & Misc.					
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	Building Components Complying v	ia Performance		ing Components Complying components are ONLY e		<sup>1</sup> Notes: The number	in parenthesis following the Compl	l liance Margin in column 4. represents			
2	I = I $I$	ocess: Commercial	compliance and shou	Id be documented on the	NRCC form listed if within the will not be shown on the	C2. RESULTS FOR 'AB	OVE CODE' QUALIFICATIONS <sup>1</sup>				
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cal	Image: Second	ocess: Computer Rooms 🛛 Not Included	Outdoor Lighting §14		NRCC-LTO-E is required	Receptacle	liscellaneous Energy Component	Standard Desig	n (TDV) Proj 114.73	pposed Design (TDV) 114.73	Compliance M
Hot Water	Performance           X         Not Included	ocess: Laboratory Exhaust	Sign Lighting §140.8	Mandatory Measu	NRCC -LTS-E is required	Process					
	Performance			ems, commissioning and s	olar ready requirements are NRCC form listed if applicable	Other Ltg Process Motors					
(Indoor Conditioned)			(i.e. compliance will i	not be shown on the NRCC	C-PRF-E.)		US MISCELLANEOUS COMPONENTS		428.28	428.28	
	Not Included Performance		Electrical Power Distr Commissioning S120		NRCC-ELC-E is required NRCC-CXR-E is required	<sup>1</sup> Notes: This table is u	used to document compliance with	programs OTHER THAN Title 24 Part	6, if applicable.		
ermal Water Heating	Not Included		Solar Ready S110.10		NRCC-SRA-E is required	D. EXCEPTIONAL CON					
						The building does not in	nclude service water heating. Verify the	at service water heating is not required a	nd is not included in the de	esign.	
ing Energy Efficiency Stan	ndards- 2019 Nonresidential Complia	ance Report Version: NRCC-PRF-01-E	-04172020-6104	Report Genera	ted at: 2020-09-09 06:05:44	CA Building Energy Effici	ency Standards- 2019 Nonresidential C	Compliance Report Version: NF	RCC-PRF-01-E-04172020-610	.04 Report C	Generated at: 2020-0
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ELOPE DETAILS §120.7	& §140.3					L. DOMESTIC/SERVIC	E HOT WATER SYSTEM SUMMARY	·			
QUE SURFACE ASSEMBLY	Y SUMMARY 2	3	4 5	6 7	8 0	L1. DHW EQUIPMEN	T SUMMARY				
Surface Name	Surface Type	1	Area (ft <sup>2</sup> ) Framing	Cavity Continue		This Section Does Not A					
		Stucco - 7/8 in.	Type	R-Value R-Value	e / C-Factor ج	L2. MULTI-FAMILY CE	NTRAL DHW SYSTEM DETAILS				
R-15 Wall6	ExteriorWall	Vapor permeable felt - 1/8 in. Wood framed wall, 16in. OC, 3.5in., R-15	768 Wood	15 NA	U-Factor: 0.095 E	This Section Does Not A	Apply				
		Gypsum Board - 1/2 in. Slab Type = UnheatedSlabOnGrade				L3. SOLAR HOT WATE	ER HEATING SUMMARY			·	
Slab On Grade10	UndergroundFloor	Insulation Orientation = None Insulation R-Value = R0	773 NA	0 NA	F-Factor: 0.730 E	This Section Does Not A	Apply				
		Asphalt shingles - 1/4 in. Vapor permeable felt - 1/8 in.				M. COVERED PROCES	5S SUMMARY §140.9				
R-38 Roof Attic12	Roof	Plywood - 1/2 in. Air - Cavity - Wall Roof Ceiling - 4 in. or	773 Wood	38 NA	U-Factor: 0.033 E	This Section Does Not A	Apply				
		more Wood framed roof, 24in. OC, 3.5in., R-38				N. INDOOR LIGHTING	G SUMMARY §140.6				
- New, A – Altered, E – Existing		Gypsum Board - 1/2 in.				This Section Does	Not Apply				
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Project Name:	YorbaLinda OCFA	NRCC-PRF-01-E	Page 3 of 11
Project Address:	25415 E. LA PALMA YORBA LINDA	Calculation Date/Time:	06:05, Wed, S
Input File Name:	YorbaLinda OCFA.cibd19x		

F. ADDITIONAL REMARKS This Section Does Not Apply

G. ENVELOPE GENERAL INFORMATION

1	2	3
Opaque Surfaces & Orientation	Total Gross Surface Area (ft <sup>2</sup> )	Total Fenestration Area (ft <sup>2</sup> )
North-Facing <sup>1</sup>	768 ft <sup>2</sup>	6
East-Facing <sup>2</sup>	0 ft <sup>2</sup>	
South-Facing <sup>3</sup>	0 ft <sup>2</sup>	
West-Facing <sup>4</sup>	0 ft <sup>2</sup>	
Total	768 ft <sup>2</sup>	6
Roof	773 ft <sup>2</sup>	

Notes: <sup>1</sup>North-Facing is oriented to within 45 degrees of true north, including 45°00'00" east of north (NE), but excluding 45°00'00" west of <sup>2</sup> East-Facing is oriented to within 45 degrees of true east, including 45°00'00" south of east (SE), but excluding 45°00'00" north of ea <sup>3</sup> South-Facing is oriented to within 45 degrees of true south, including 45°00'00" west of south (SW), but excluding 45°00'00" east of <sup>4</sup> West-Facing is oriented to within 45 degrees of true west, including 45°00'00" north of due west (NW), but excluding 45°00'00" south <sup>4</sup> West-Facing is oriented to within 45 degrees of true west, including 45°00'00" north of due west (NW), but excluding 45°00'00" south

H. FENESTRATION ASSEMBLY SUMMARY §110.6

1.	2.	3.	4.	
Fenestration Assembly Name / Tag or I.D.	Fenestration Type / Product Type / Frame Type	Certification Method <sup>1</sup>	Assembly Method	
Single Metal Tinted	VerticalFenestration FixedWindow MetalFraming	Default Performance	SiteBuilt	

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Project Name	YorbaLinda OCFA				NRCC-PRF-01-E	Daga 6 of 11		
Project Name:						Page 6 of 11		
Project Address:	25415 E. LA PALMA YORBA LI	NDA			Calculation Date/Time:	06:05, Wed, Sep 09, 2020		
Input File Name:	YorbaLinda OCFA.cibd19x							
O. DECLARATION O	OF REQUIRED CERTIFICATES OF	INSTA	LLATIO	DN				
compliance. These	documents bust be retained an	d prov	ided to	Author to indicate which Certifi o the building inspector during c pliance_documents/Nonresiden	construction and can be	st be submitted for the features to be recognize found online at:	d for	
Build	ding Component	YES	NO		Form/Tit	le		eld ector Fail
	Envelope			NRCI-ENV-01-E - Must be submitte	od for all buildings	· · · · · · · · · · · · · · · · · · ·		
	Mechanical			NRCI-MCH-01-E - Must be submitt	5			
	Wechanica			NRCI-PLB-01-E - Must be submitte	9			$\mathbb{H}$
					ed for high-rise residential	and hotel/ motel central hot water distribution		
	Plumbing			NRCI-PLB-01-E - Must be submitte	ed for all buildings			
				NRCI-PLB-21-E - Must be HERS ver	rified for central systems ir	high-rise residential hotel/ motel application		
				NRCI-PLB-22-E - Must be HERS ver application	rified for single dwelling u	nit systems in high-rise residential, hotel/motel		
				NRCI-LTI-01-E - Must be submitted	d for all buildings			
				NRCI-LTI-02-E - Must be submitted (EMCS) to be recognized for comp		em, or for an Energy Management Control System		
Ir	ndoor Lighting					ghting integral current limiter, or for a ze only line-voltage track lighting, to be recognized		
				NRCI-LTI-04-E - Must be submitted conference room, a multipurpose		ms serving an auditorium, a convention center, a ecognized for compliance		
				NRCI-LTI-05-E - Must be submitted	d for a Power Adjustment	Factor (PAF) to be recognized for compliance		
				NRCI-LTI-06-E - Must be submitted recognized for compliance	d for additional wattage in	stalled in a video conferencing studio to be		
0	utdoor Lighting			NRCI-LTO-01-E - Must be submitte	ed for all buildings			
				NRCI-LTO-02-E - Must be submitte	ed for EMCS Lighting Contr	ol system		
	Sign Lighting			NRCI-LTS-01-E - Must be submitte	d for all buildings			
	Electrical			NRCI-ELC-01-E - Must be submitte	ed for all buildings			
	Photovoltaic			NRCI-SPV-01-E - Must be submitte	ed for all buildings			

CA Building Energy Efficiency Standards- 2019 Nonresidential Compliance Report Version: NRCC-PRF-01-E-04172020-6104

NDA			Calculation Date/Time:	06:05, Wed, Sep 09, 2020		
ACCEP	TANCE					
the b	uilding	inspector during construction of	and must be completed t	st be submitted for the features to be recognize through an Acceptance Test Technician Certifico cuments/Nonresidential_Documents/NRCA/		
YES	NO		Form/Titl	e		eld ector
					Pass	Fail
				ly installed HVAC units. Note: MCH02-A can be cceptance (if applicable) since testing activities		
	$\boxtimes$	NRCA-MCH-03-A Constant Volume	e Single Zone HVAC			
	$\boxtimes$	NRCA-MCH-04(a)-H Air Distributio	n Duct Leakage - HERS Ver	ification required		
		NRCA-MCH-04(b)-A Air Distributio	n Duct Leakage - ATT only			
	$\boxtimes$	NRCA-MCH-05-A Air Economizer C	Controls			
	Ø		tilation (refer to §120.1(c)	otance must be submitted for all systems required 3) can vary outside ventilation flow rates based on points		
		NRCA-MCH-07-A Supply Fan Varia	ble Flow Controls			
		NRCA-MCH-08-A Valve Leakage Te	st			
		NRCA-MCH-09-A Supply Water Te	mperature Reset Controls			
		NRCA-MCH-10-A Hydronic System	Variable Flow Controls			
		NRCA-MCH-11-A Automatic Dema	and Shed Controls			
		NRCA-MCH-12-A FDD for Package	d Direct Expansion Units			
		NRCA-MCH-13-A Automatic FDD f	or Air Handling Units and Z	Zone Terminal Units Acceptance		
		NRCA-MCH-14-A Distributed Ener	gy Storage DX AC Systems	Acceptance		
		NRCA-MCH-15-A Thermal Energy	Storage (TES) System Acce	ptance		
		NRCA-MCH-16-A Supply Air Temp	erature Reset Controls			
	$\boxtimes$	NRCA-MCH-17-A Condenser Wate	r Temperature Reset Contr	rols		
		NRCA-MCH-18 Energy Manageme	nt Control Systems			

	Page 3 o	f 11					
/Time:	06:05 <i>,</i> W		09, 20	20			
3					4		
ation Ar	ea (ft²)			Window	w to Wall R	atio (%)	
		60 ft <sup>2</sup>					07.8%
		0 ft <sup>2</sup>					00.0%
		0 ft <sup>2</sup>					00.0%
		0 ft <sup>2</sup>					00.0%
		CO [12]					
		60 ft <sup>2</sup>					07.8%
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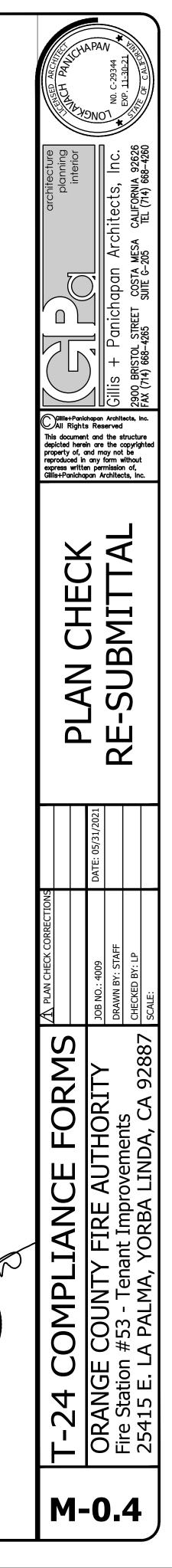




H2S Engineers Inc. H2S ENGINEERS INC
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Anaheim, CA 92801
Ph: (714) 290-0718
E-mail: mverma@h2sengineers.com

Project Name:	YorbaLinda OCFA			NRCC	C-PRF-01-E	Page 9 of 11			Project Name:
Project Address:	25415 E. LA PALMA YORE	BA LINDA		Calcu	lation Date/Time:	06:05, Wed, Sep 09, 2020			Project Address
Input File Name:	YorbaLinda OCFA.cibd19	ĸ							Input File Name
P. DECLARATION OF	REQUIRED CERTIFICATES	OF ACCEP	TANCI						Q. DECLARAT
compliance. These d	documents must be provide	ed to the b	uilding	inspector during construction and m	ust be completed t	t be submitted for the features to be recog hrough an Acceptance Test Technician Cert cuments/Nonresidential_Documents/NRC4	tification		Table Instruct compliance. T https://www.
					- /			eld ector	
Build	ding Component	YES	NO		Form/Title	2	·	Fail	
				NRCA-LTI-02-A - Occupancy Sensors and	Automatic Time Swi	tch Controls			
				NRCA-LTI-03-A - Automatic Daylight Cont					
In	idoor Lighting			NRCA-LTI-04-A - Demand Responsive Ligi					
				NRCA-LTI-05-A - Institutional Tuning Pow	ver Adjustment Facto	or (PAF)			
Ou	Itdoor Lighting			NRCI-LTO-01-E - Must be submitted for a	all buildings				
5	Sign Lighting			NRCA-LTO-02-A - Outdoor Lighting Contr	rols				
				NRCA-PRC-01-F - Compressed Air System	ns				
				NRCA-PRC-02-F - Kitchen Exhaust					R. UNMET LO
			$\boxtimes$	NRCA-PRC-03-F - Garage Exhaust					This Section Do
				NRCA-PRC-04-F - Refrigerated Warehous	se - Evaporator Fan N	lotor Controls			
Co	overed Process			NRCA-PRC-05-F - Refrigerated Warehous	se - Evaporative Conc	lenser Controls			
				NRCA-PRC-06-F - Refrigerated Warehous					
				NRCA-PRC-07-F - Refrigerated Warehous					
				NRCA-PRC-08-F - Electrical Resistance Ur	• •				
				NRCA-PRC-15-F - Fume Hood Automatic	Sash Closures Syster	n			
			$\boxtimes$	NRCA-PRC-16-A - Adiabatic Condensers					

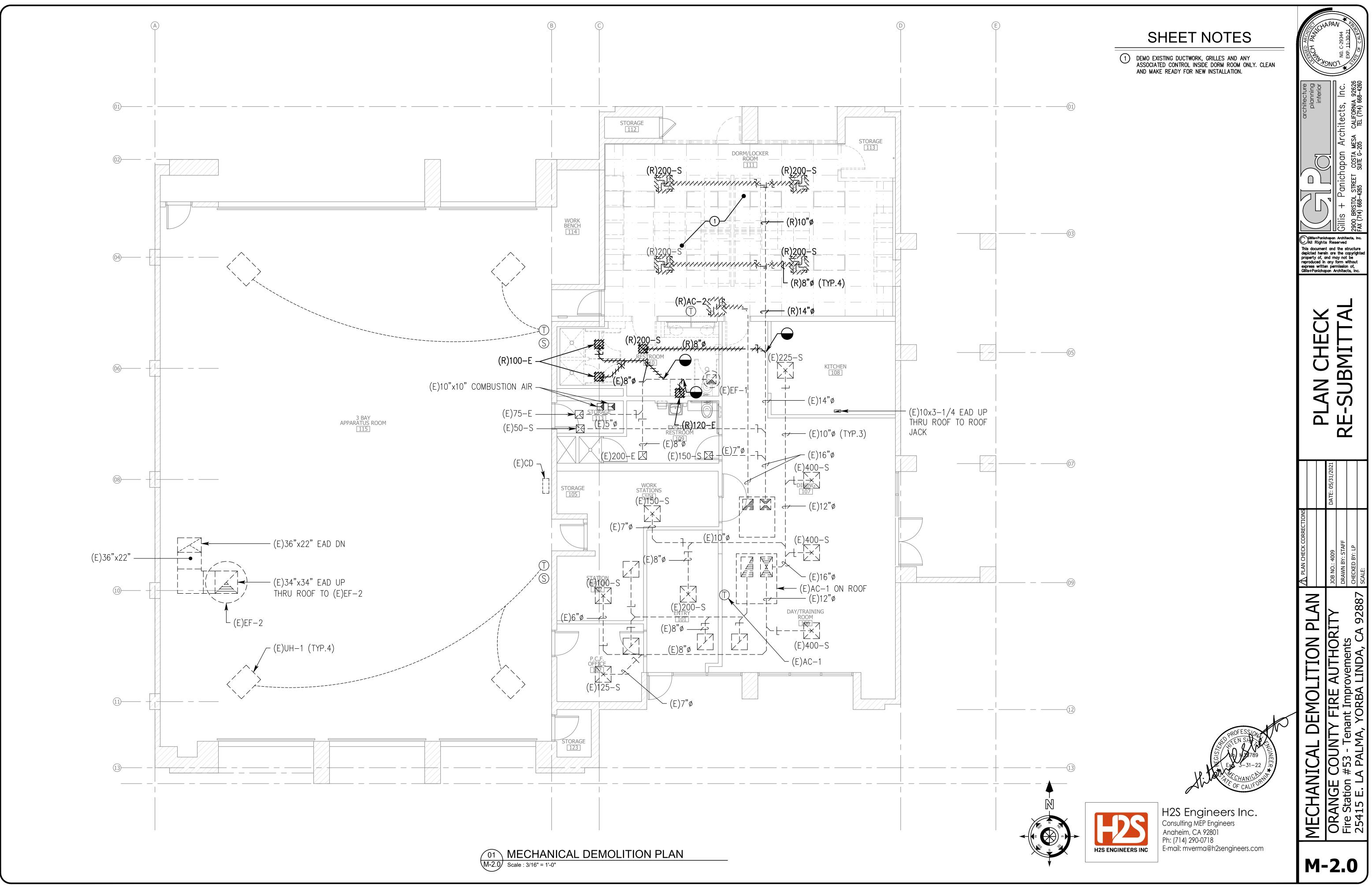
orbaLinda OCFA				NRCC-PRF-01-E	Page 10 of 11				Project Name:	YorbaLinda OCFA		NRCC-PRF-01-E	Page 11 of 11
25415 E. LA PALMA YO	RBA LINDA			Calculation Date/Time	: 06:05, Wed, Sep 09, 2020			┨ │	Project Address:	25415 E. LA PALMA YORBA LINDA		Calculation Date/Time:	06:05, Wed, Sep 09, 2020
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QUIRED CERTIFICAT	ES OF VERIF	FICATI	ION					ר	DOCUMENTATION	AUTHOR'S DECLARATION STATEMENT § 10-103			
				hor to indicate which Certificates of Verification r		nized for		1	Documentation Autho	or Name: H2S Engineers Inc.	Cignoti		Hiten Sheth
	•			e building inspector during construction and can b nce documents/Nonresidential Documents/NRC	-				Company: H2S Engine	ers Inc.	Signatu	ire:	Hitandowe
00/11/224/2019310	100103/201	<u></u>	npilun I		V/			-	Address: 1124 N Boats	swain Circle	Signatu	ire Date: 2020-09-09	
Component	YES	NO		Form/*	Title		Field pector	r	City/State/Zip: Anahei	m CA 92801		ERS Certification Identifica	
						Pass	Fail	-			569C-62	230-67DA-3122-E5BB-A94	43-76C3-5BAA-C8F2-1850-45BB-93EE-DF26-6B94-E65E-DFFF
				CV-MCH-04-H Duct Leakage Test				]	Phone: 203.685.1698				
				CV-MCH-24-H Enclosure Air Leakage				]	RESPONSIBLE PERS	ON'S DECLARATION STATEMENT			
hanical				CV-MCH-27 Indoor Air Quality & Mechanical Ventilatio	n			]	, ,	nder penalty of perjury, under the laws of the State of Califor	mia:		
				CV-MCH-32-H Local Mechanical Exhaust				<u>,</u>		ided on this Certificate of Compliance is true and correct. vision 3 of the Business and Professions Code to accept resp	oonsibility for the building design	or system design identified o	on this Certificate of Compliance (responsible designer)
				CV-PLB-21-H - HERS verified central systems in high-ris	e residential, hotel/motel application			<u>,  </u>	3. The energy features a				gn identified on this Certificate of Compliance conform to the requir
				CV-PLB-22-H - HERS verified single dwelling unit system	as in high vice residential hetal/metal application						te of Compliance are consistent :	with the information provided	d on other applicable compliance documents, worksheets, calculation
nbing		$\boxtimes$		CV-FLD-22-II - HENS Vermed single dweining dint system	is in high-fise residential, notel/motel application			J					
mbing				CV-FEB-22-11 - HEIG Vermeu single dweining unit system	is in high-rise residential, notel/motel application				plans and specifications	submitted to the enforcement agency for approval with this	s building permit application.	ing parmit(c) issued for the h	uilding and made available to the enforcement agency for all appli
mbing S				CV-F LD-2.2-11 - TILIGS VETTIED SINgle dweining unit System	is in high-fise residential, notely motel application				plans and specifications 5. I will ensure that a co	submitted to the enforcement agency for approval with this	s building permit application. be made available with the buildi		uilding, and made available to the enforcement agency for all applic uilder provides to the building owner at occupancy.
5				CV-FLD-22-11 - TILKS VETTIEG Single Gweining dint System	is in high-fise residential, notely moter application				plans and specifications 5. I will ensure that a co inspections. I understan	submitted to the enforcement agency for approval with this mpleted signed copy of this Certificate of Compliance shall b	s building permit application. be made available with the buildi ance is required to be included w	vith the documentation the b	
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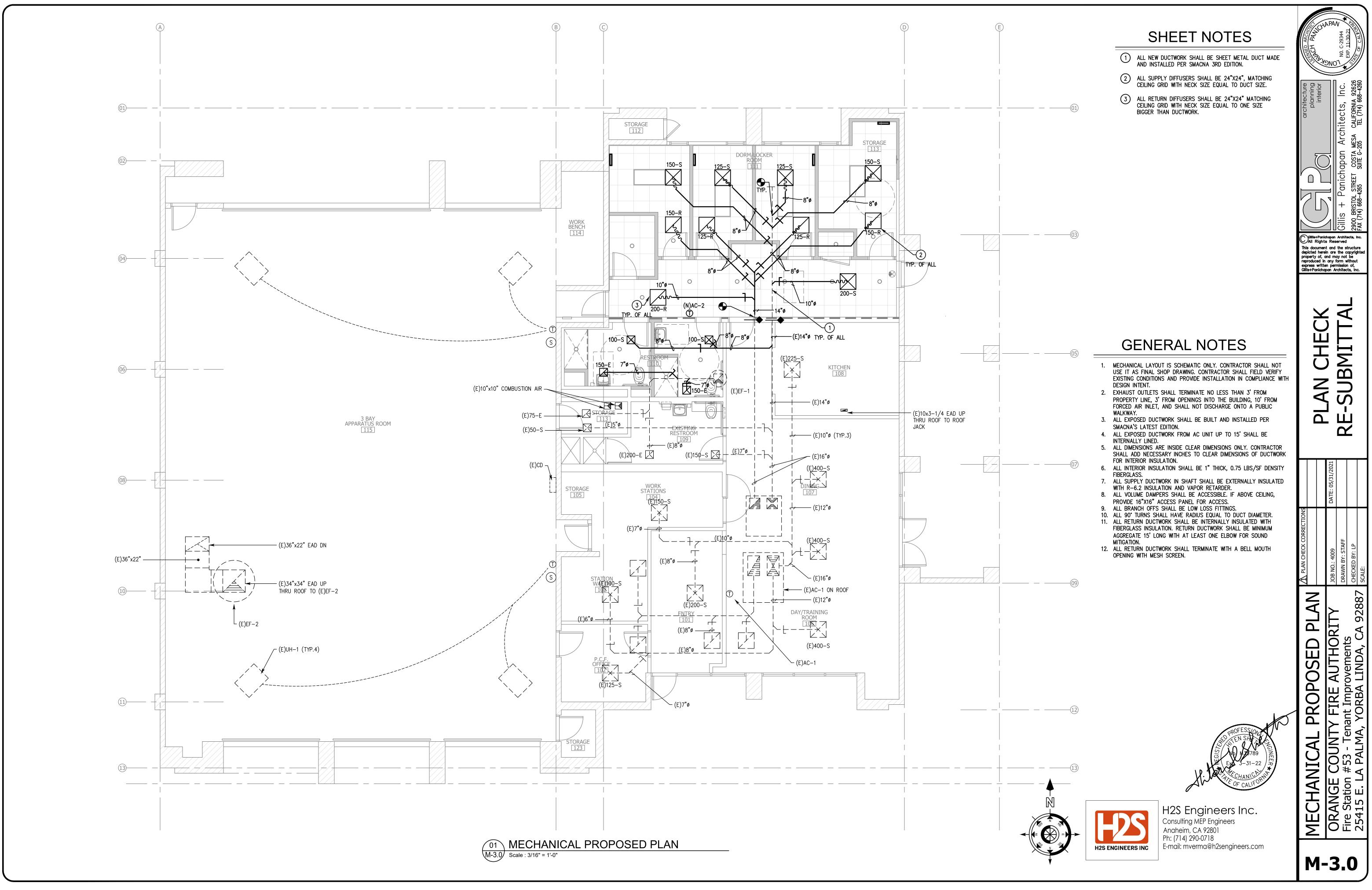




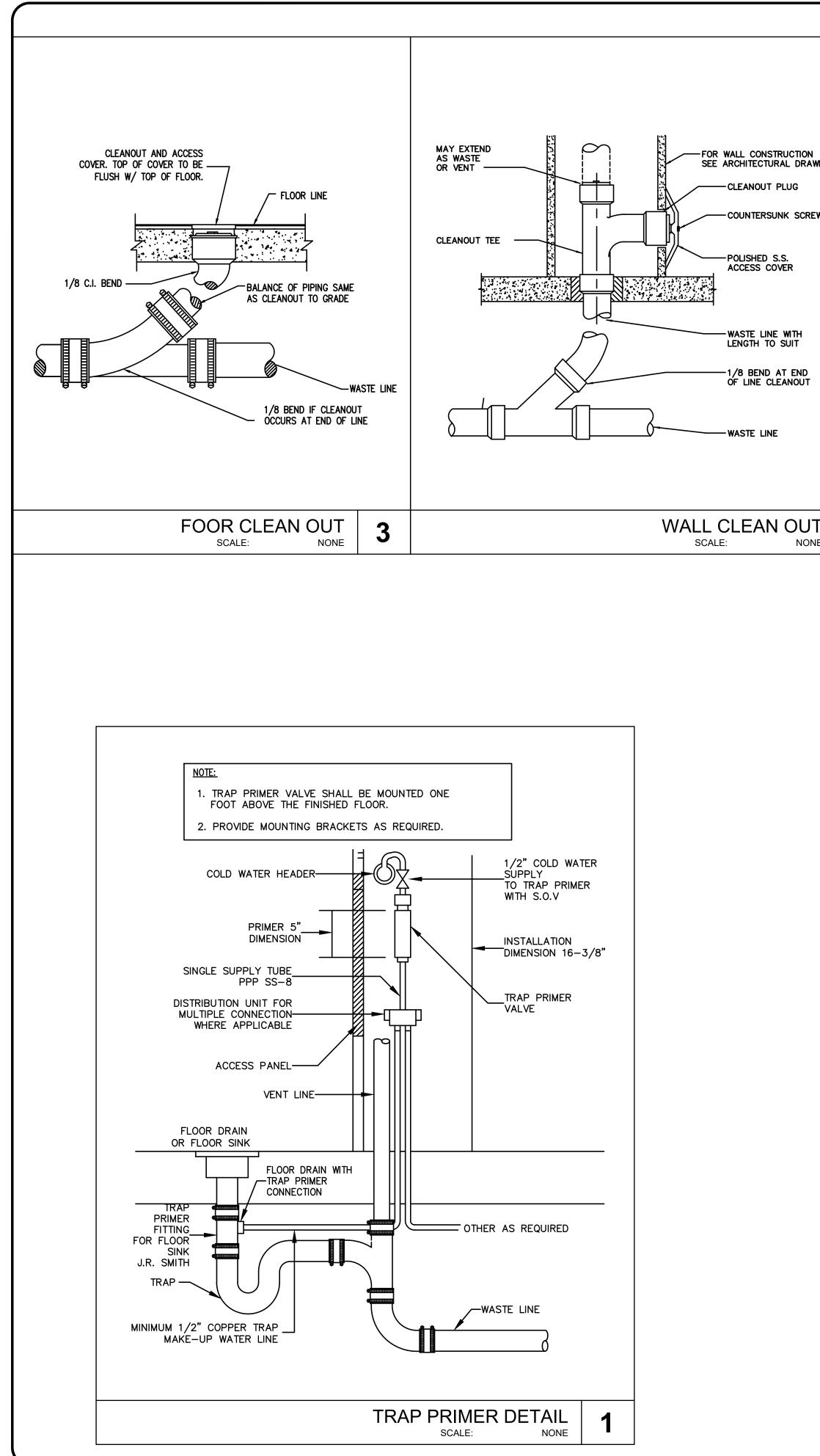
H2S Engineers Inc. Consulting MEP Engineers Anaheim, CA 92801 Ph: (714) 290-0718 E-mail: mverma@h2sengineers.com

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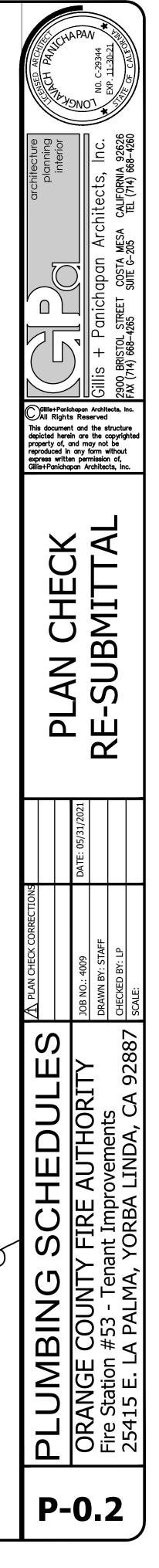


GREEN BUILDING CODE REQUIREMENTS	PIPING MATERIALS	PLUMBING LEGEND	PLUMBING LEGEND		STHAPAN THE
1. PROJECTS WHICH DISTURB LESS THAN ONE ACRE OF LAND SHALL PREVENT THE POLLUTION OF STORM WATER RUNOFF FROM THE CONSTRUCTION ACTIVITIES THROUGH ONE OR MORE OF THE FOLLOWING	1. SANITARY SEWER, VENT AND SERVICE WEIGHT NO-HUB CAST IRON PIPE &	1. NOTE: FOR THE PURPOSE OF CLEARNESS AND LEGIBILITY, THE DRAWINGS ARE ESSENTIALLY DIAGRAMMATIC AND ALTHOUGH SIZES AND LOCATIONS	SYMBOL ABBREVIATION DESCRIPTION		CH PARCH CH PARCH P. 11-30-21
MEASURES (SECTION 5.106.1):	STORM DRAIN PIPING BELOW FITTINGS CONFORMING TO THE REQUIREMENTS GROUND CISPI STANDARD 301, ASTM A 888 OR ASTM	OF EQUIPMENT ARE DRAWN TO SCALE WHEREVER POSSIBLE, THE CONTRACTOR SHALL MAKE USE OF ALL DATA IN ALL OF THE CONTRACT	W SANITARY WASTE		E CONCEPTION
A) BEST MANAGEMENT PRACTICES (BMP). PREVENT THE LOSS OF SOIL THROUGH WIND OR WATER EROSION BY IMPLEMENTING AN EFFECTIVE	A74 WITH TYPE 304 STAINLESS STEEL HEAVY DUTY NO-HUB COUPLINGS. PROVIDE PIPE WRAP ON ALL UNDERGROUND PIPING IN	DOCUMENTS AND VERIFY THIS INFORMATION PRIOR TO ORDERING, FABRICATING OR INSTALLING ANY MATERIALS.	V SANITARY VENT		
COMBINATION OF EROSION AND SEDIMENT CONTROL AND GOOD HOUSEKEEPING BMP. SEE SECTION 5.106.1.2 FOR SPECIFICS.	ACCORDANCE WITH ANSI/AWWA STANDARDS C105 /A21.5-93. BED AND BACKFILL WITH	2. CONTRACTOR SHALL COORDINATE ALL WORK SHOWN ON THESE DRAWINGS AND SPECIFICATIONS WITH ALL DISCIPLINES AND TRADES PRIOR TO	CW DOMESTIC COLD WATER		D C Eric
B) LOCAL ORDINANCE.	CLEAN SAND, 6" THICK ALL AROUND PIPE. CAST IRON BELOW GRADE SHALL BE SPIRAL	SUBMITTAL OF BID AND INSTALLATION OF SYSTEM. 3. THE PLUMBING CONTRACTOR SHALL GUARANTEE ALL MATERIALS & LABOR	HW DOMESTIC HOT WATER		archited plan int Architects, I
5. THE SITE GRADING OR A DRAINAGE SYSTEM WILL MANAGE ALL SURFACE WATER FLOWS TO KEEP WATER FROM ENTERING BUILDINGS. CGC SECTION	WRAPPED WITH 20 MIL VISQUEEN TAPE. 2. SOIL, WASTE, VENT, STORM DRAIN SERVICE WEIGHT NO-HUB CAST IRON PIPE &	(INCLUDING THE COMPLETE PLUMBING SYSTEM) FOR A PERIOD OF ONE YEAR FROM WRITTEN ACCEPTANCE BY THE OWNER. ANY DEFECTS IN	HWR DOMESTIC HOT WATER RETURN		chite chite
5.106.10.	PIPING ABOVE GROUND: FITTINGS CONFORMING TO THE REQUIREMENTS OF CISPI STANDARD 301, ASTM A888 OR ASTM A74 WITH TYPE 304 STAINLESS STEEL	MATERIALS & OR LABOR FOUND WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIED OR REPAIRED BY THIS CONTRACTOR IN A TIMELY FASHION, AT NO COST TO THE OWNER.	G     G     G     LP GAS     CD     CD     CD     CD     CD     CD     CONDENSATE DRAIN		Ard
6. LANDSCAPE IRRIGATION SYSTEMS SHALL BE DESIGNED TO PREVENT SPRAY ON STRUCTURES. EXTERIOR ENTRIES SUBJECT TO FOOT TRAFFIC OR WIND-DRIVEN RAIN SHALL BE DESIGNED TO PREVENT WATER INTRUSION INTO	STANDARD DUTY NO-HUB COUPLINGS.	4. ALL PLUMBING FIXTURE LOCATIONS (WATER CLOSETS, LAVATORIES ETC.)	SD		apan
THE BUILDING. CGC SECTION 5.407.2.2.1.	3. WATER PIPING BELOW GROUND: TYPE 'K' COPPER WITH BRAZED JOINTS.	ARE DIAGRAMMATIC & CONTRACTOR SHALL REFER TO ARCHITECTURAL DRAWINGS FOR ADA COMPLIANT FIXTURES, EXACT LOCATIONS, MOUNTING HEIGHTS & COLOR.	OD_		The second secon
7. THE CONTRACTOR MUST SUBMIT TO THE ENGINEERING DEPARTMENT OR OTHER AGENCY THAT REGULATES CONSTRUCTION WASTE MANAGEMENT A WASTE MANAGEMENT PLAN THAT OUTLINES THE ITEMS LISTED IN CGC	4. WATER PIPING ABOVE GROUND: TYPE 'L' COPPER WITH LEAD-FREE SOLDERED JOINTS.	5. ANY DEVIATIONS FROM THE DRAWINGS OR SPECIFICATIONS SHALL BE	UII     VTR     VENT THRU ROOF		DC SI
SECTION 5.408.1.1.	5. CONDENSATE DRAIN PIPING: TYPE 'M' COPPER WITH SOLDERED JOINTS.	BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER PRIOR TO INSTALLATION.	SOV VERTICAL SHUT–OFF VALVE		
8. A MINIMUM OF 50% OF CONSTRUCTION WASTE IS TO BE RECYCLED. CGC 5.408.1. DOCUMENTATION SHALL BE PROVIDED TO THE ENFORCING	6. GAS PIPING ABOVE GROUND: SCHEDULE 40 BLACK STEEL WITH MALLEABLE	6. CONTRACTOR SHALL VISIT SITE PRIOR TO SUBMITTAL OF BID AND FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS. SUBMITTAL OF BID WILL	SOV SHUT-OFF VALVE		
AGENCY WHICH DEMONSTRATES COMPLIANCE. CGC SECTION 5.408.1.4.	IRON SCREWED OR WELDED JOINTS.	VERIFY THAT THE CONTRACTOR HAS VISITED THE SITE. 7. PIPING SHALL BE INSTALLED PARALLEL TO BUILDING LINES AND	PRV PRESSURE REDUCING VALVE		Cillis+Panichapan Architects, ir All Rights Reserved This document and the structur depicted herein are the copyrigi
9. 100% OF TREES, STUMPS, ROCKS, AND ASSOCIATED VEGETATION AND SOILS PRIMARILY FROM THE CONSTRUCTION WILL BE REUSED OR RECYCLED.	7. GAS PIPING BELOW GROUND: DRISCOPLEX PE2406 POLYETHYLENE PIPING SYSTEMS WITH ELECTRIC FUSION SOCKET	SUPPORTED AND ANCHORED AS REQUIRED TO FACILITATE EXPANSION AND CONTRACTION. THE INSTALLATION SHALL MEET ALL CONSTRUCTION	PRESSURE GAUGE		reproduced in any form without express written permission of, Gillis+Panichapan Architects, Inc
CGC 5.408.3	JOINTS. PROVIDE #12 ELECTRIC TRACER COPPER WIRE, SPIRAL WRAPPED AROUND PIPE.	CONDITIONS AND ALLOW FOR THE INSTALLATION OF OTHER TRADES. 8. TRAP PRIMERS FOR FLOOR DRAINS AND FLOOR SINKS AND WATER	THERMOMETER		Gillis+Panichapan Architects, Inc
10. AN IDENTIFIED, READILY ACCESSIBLE AREA SHALL BE PROVIDED THAT SERVES THE ENTIRE BUILDING FOR COLLECTING RECYCLING, SUCH AS PAPER, CARDBOARD, GLASS, PLASTICS, METALS, ETC. CGC SECTION	UNDERGROUND STEEL PIPING AND FITTINGS SHALL BE AS FOR ABOVE GROUND. PIPING SHALL BE WRAPPED AND CATHODICALLY	HAMMER ARRESTORS TO BE INSTALLED AS PER THE LISTED PLUMBING CODE AND THE LATEST EDITION OF THE AMERICAN SOCIETY OF SANITARY	б ВV ВАЦ VALVE		
5.410.1. 11. A BUILDING "SYSTEMS MANUAL" AS LISTED IN CGC SECTION 5.410.2.5	PROTECTED PER THE SOILS ENGINEER DIRECTION.	ENGINEERING (ASSE 1010) SIZING AND INSTALLATION REQUIREMENTS. 9. ALL VALVES, TRAP PRIMERS, WATER HAMMER ARRESTORS OR OTHER			$  \times  $
SHALL BE DELIVERED TO THE BUILDING OWNER OR REPRESENTATIVE AND THE FACILITIES OPERATOR. THE "SYSTEMS MANUAL" SHALL CONTAIN THE	8. INSULATION OF DOMESTIC HOT GLASS FIBER PIPE INSULATION WITH FACTORY	EQUIPMENT SHOWN IN WALLS OR ABOVE NON-ACCESSIBLE CEILINGS SHALL BE INSTALLED BEHIND AN ACCESS PANEL.			
REQUIRED FEATURES LISTED IN CGC SECTION 5.410.2.5.1. 12. DURING CONSTRUCTION, ENDS OF DUCT OPENINGS ARE TO BE SEALED,	WATER SUPPLY AND HOT WATER APPLIED WHITE JACKET, J-M MICRO-LOK RETURN PIPING: 650AP, 1" THICK FOR PIPE SIZES OF 1/2" TO 1"., AND 1 1/2" THICK FOR PIPE SIZES TO 1	10. ALL SERVICE WATER HEATING EQUIPMENT TO BE IN COMPLIANCE WITH THE STATE ENERGY CODE AND 2013 IECC REQUIREMENTS AND LABELED AS	Image: Strategy of the strate		┃뿌╘
AND MECHANICAL EQUIPMENT IS TO BE COVERED. CGC 5.504.3.	1/4" AND LARGER. INSULATE FITT- INGS AND VALVES W/ PREFORMED INSULATION WITH PVC	SUCH.	TP TRAP PRIMER WITH ACCESS PANEL		
13. VOC'S MUST COMPLY WITH THE LIMITATIONS LISTED IN SECTION 5.504.4 AND TABLES 4.504.1, 5.504.4.1 5.504.4.2, 5.504.4.3 AND 5.504.4.5 FOR: ADHESIVES, SEALANTS, PAINTS AND COATINGS, CARPET AND COMPOSITION	PREMOLDED ONE PIECE FITTING COVER BY J.M. ZESTON. ADHERE LONGITUDINAL LAPS AND	11. ALL ITEMS PROJECTING THROUGH THE ROOF SHALL BE FLASHED THROUGH CURBS OR PIPE SEALS A MINIMUM OF 12" ABOVE THE ROOF. THE PIPE CURBS AND SEALS SHALL BE INSTALLED BY THE ROOFING CONTRACTOR.	0		Z B
WOOD PRODUCTS. CGC 5.504.4.	BUTTS OF STRIPS OF JACKET W/ FACTORY APPLIED PRESSURE SENSITIVE TAPE SYSTEM, J-M AP-T. FLANGES AND UNIONS SHALL NOT	ENSURE THAT AMPLE BOOT OPENINGS ARE PROVIDED TO ACCOMMODATE ANY ELECTRICAL CONDUIT PENETRATIONS REQUIRED FOR POWER.	G── ── ── PIPE DOWN		SLA
14. WHERE OUTDOOR AREAS ARE PROVIDED FOR SMOKING, SUCH AREAS ARE PROHIBITED WITHIN 25 OF BUILDING ENTRIES, WINDOWS AND OUTDOOR AIR INTAKES. SIGNAGE SHALL BE POSTED TO INFORM OCCUPANTS OF THE	BE COVERED. SURFACE BURNING CHARACTERISTICS COMPOSITE FHC 25/50.	12. CONTRACTOR TO REFER TO PLUMBING FIXTURE SCHEDULE FOR INDIVIDUAL WASTE, VENT & WATER CONNECTION SIZES AT EACH PLUMBING FIXTURE.	Ø FCO OR GCO FLOOR OR GRADE CLEAN OUT		
PROHIBITIONS. CGC SECTION 5.504.7.	9. INSULATION OF INTERIOR AP ARMFLEX CLOSED-CELL ELASTOMERIC	13. ALL CLEANOUTS SHALL BE INSTALLED WHERE READILY ACCESSIBLE AND LOCATED AS PER CODE REQUIREMENTS. THE CONTRACTOR SHALL	ØØ SCO 2-WAY SERVICE CLEAN OUT		
15. MECHANICALLY VENTILATED BUILDINGS SHALL PROVIDE REGULARLY OCCUPIED AREAS WITH AIR FILTRATION MEDIA FOR OUTSIDE AND RETURN AIR THAT PROVIDES AT LEAST A MINIMUM	CONDENSATE DRAIN PIPING: FOAM INSULATION. FLAME-SPREAD INDEX OF 25 OR LESS AND SMOKE-DEVELOPED INDEX OF 50 OR LESS. 1/2 INCH THICK FOR 4 INCH	COORDINATE ALL CLEAN OUT LOCATIONS WITH EQUIPMENT, MILLWORK, ETC., PRIOR TO INSTALLATION.	I- WCO WALL CLEAN OUT		
EFFICIENCY REPORTING VALUE (MERV) OF 8. MERV 8 FILTERS SHALL BE INSTALLED PRIOR TO OCCUPANCY. CGC SECTION 5.504.5.3.	DIAMETER PIPE AND LESS.	14. ALL PLUMBING FIXTURE VENTS TO TERMINATE A MINIMUM OF 12 INCHES FROM ANY VERTICAL SURFACE AND 10'-0" FROM OR 3'-0" ABOVE ANY	HB HOSE BIBB		2021
16. WALL AND FLOOR ASSEMBLIES SEPARATING TENANT SPACES (AND TENANT SPACES FROM PUBLIC SPACES) SHALL HAVE AN STC OF AT LEAST	10. ALL OF THE ABOVE SHALL COMPLY WITH THE SPECIFICATIONS. ALL PIPING BELOW SLAB OR GRADE SHALL BE CORROSION PROTECTED PER	MECHANICAL EQUIPMENT OUTSIDE AIR INTAKE.			05/31/2
40. CGC SECTION 5.507.4.3.	SPECIFICATIONS.	15. ALL VALVES, UNIONS, ETC. TO BE SAME SIZE AS CONNECTED SUPPLY LINE UNLESS OTHERWISE NOTED ON DRAWINGS.	POC POINT OF CONNECTION		DATE:
17. WALL AND ROOF ASSEMBLIES EXPOSED TO NOISE SOURCES SHALL HAVE AN STC RATING OF AT LEAST 50, WITH EXTERIOR WINDOWS HAVING A MINIMUM STC OF 40 IN THE FOLLOWING LOCATIONS, PER CGC SECTION	ALL PIPE, FITTINGS, FIXTURES, ETC. THAT CONTACT POTABLE WATER FOR HUMAN CONSUMPTION SHALL SHOW APPROVAL TO NSF 61, ANNEX "G". EFFECTIVE	16. UNIONS SHALL BE PROVIDED AND INSTALLED AFTER EACH SCREW-TYPE VALVE AND PRIOR TO EQUIPMENT CONNECTIONS.	FLOOR DRAIN		SNOL
5.507.4.1: A) WITHIN THE 65 CNEL NOISE CONTOUR OF A FREEWAY, RAILROAD OR	JANUARY 1, 2010, THE LEAD CONTENT OF THE WETTED SURFACE AREA OF THE PIPES, FITTINGS AND FIXTURES CONVEYING POTABLE WATER FOR HUMAN CONSUMPTION, OF NOT MORE THAN 0.25%, SHALL BE DETERMINED PURSUANT	17. ALL UNDERGROUND METALLIC PIPE AND FITTINGS SHALL BE PROTECTED IN ACCORDANCE WITH THE SOILS ENGINEER'S RECOMMENDATIONS.	AP ACCESS PANEL		ORREC
INDUSTRIAL SOURCE, AS DETERMINED BY THE JURISDICTION'S NOISE ELEMENT OF THE GENERAL PLAN.	TO A PRESCRIBED FORMULA AS DETERMINED BY THIRD PARTY CERTIFIERS TO NSF STANDARD 61, ANNEX "G". REFERENCE SECTION 604.2, CALIFORNIA	18. NO PIPING SHALL BE DIRECTLY EMBEDDED IN CONCRETE, MASONRY WALLS,	IE INVERT ELEVATION		CHECK C 4009 Y: STAFF BY: LP
B) WITHIN THE 65 CNEL NOISE CONTOUR OF AN AIRPORT.	PLUMBING CODE, 2016 EDITION, AND HEALTH & SAFETY CODE SECTION 116875.	OR CONCRETE FOOTINGS. 19. THE PLUMBING CONTRACTOR SHALL COORDINATE ALL REQUIREMENTS FOR	FU FIXTURE UNIT		PLAN CH NO.: 40 WN BY:
18. INSTALLATIONS OF HVAC, REFRIGERATION AND FIRE SUPPRESSION SYSTEMS WILL NOT CONTAIN CFC'S OR HALONS, PER CGC 5.508.1.		ALL POINTS OF CONNECTION WITH THE GENERAL CONTRACTOR AND OTHER TRADES PRIOR TO START OF WORK.			JOB DRA CHE
19. FOR NEW BUILDINGS, SHOW ON THE SITE UTILITY PLAN SEPARATE SUB-METERS PER CGC SECTION 5.303.1 FOR THE FOLLOWING:	APPLICABLE CODES	20. VERIFY EXACT LOCATIONS, DEPTH AND SIZE OF ALL PIPING TO WHICH CONNECTIONS ARE REQUIRED. COORDINATE ALL CONNECTIONS WITH SITE	SHEET INDEX		
<ul> <li>(A) EACH LEASED OR OWNED SPACE THAT CONSUMES MORE THAN 100</li> <li>GAL/DAY</li> <li>(B) TENANT SPACES CONTAINING LAUNDRY, CLEANERS, RESTAURANT,</li> </ul>	2019 CALIFORNIA BUILDING CODE (CBC: PART 2, TITLE 24, CCR) (BASED ON 2018	CONDITIONS AND SITE UTILITY CONTRACTOR/ REPRESENTATIVE. 21. ALL HORIZONTAL PIPING LINES EXTENDED AND CONNECTED TO EQUIPMENT	SHEET NO. DESCRIPTION		INDEX TY
MEDICAL/DENTAL OFFICE, LABORATORY OR BEAUTY/BARBER SHOPS.	INTERNATIONAL BUILDING CODE) 2019 CALIFORNIA ELECTRICAL CODE (CEC: PART 3, TITLE 24, CCR) (BASED ON 2017	SHALL BE RUN AT THE HIGHEST POSSIBLE ELEVATIONS AND NOT LESS THAN 6" ABOVE THE FLOOR TO PROVIDE CLEARANCE FOR CLEANING.	P-0.1 GENERAL NOTES, LEGEND, AND DRAWING INDEX		
20. THE FOLLOWING MAXIMUM FIXTURE FLOW RATES FROM TABLE 5.303.2.3 AND SECTION 5.303.3, AS SHOWN BELOW. REVISE GENERAL NOTES, PLUMBING PLANS, ETC. TO MATCH. CGC 5.303.	NATIONAL ELECTRICAL CODE (CEC: PART 3, TITLE 24, CCR) (BASED ON 2017	22. ALL CUTTING OF EXISTING PAVING, WALKS AND/OR FLOORS SHALL UTILIZE	P-0.2 PLUMBING SCHEDULES AND DETAILS		DRAWING UTHORI vements
MAXIMUM FIXTURE FLOW RATES	2019 CALIFORNIA MECHANICAL CODE (CMC: PART 4, TITLE 24, CCR) (BASED ON 2018 UNIFORM MECHANICAL CODE)	MACHINE SAW CUTTING EQUIPMENT. HOLES FOR PIPES IN CONCRETE WALLS OR FLOORS SHALL UTILIZE CORE DRILLING EQUIPMENT. COORDINATE WITH ARCHITECTURAL DETAILS FOR FLOOR CUTTING AND PATCHING.			D DRA AUTI
FIXTURE TYPE       MAXIMUM FLOW RATE         LAVATORY FAUCETS-NONRESIDENTIAL       0.5 GPM @60 PSI         KITCHEN FAUCETS       1.8 GPM @ 60 PSI	2019 CALIFORNIA PLUMBING CODE (CPC: PART 5, TITLE 24, CCR) (BASED ON 2018 UNIFORM PLUMBING CODE)	23. THE PLUMBING CONTRACTOR IS TO PROVIDE ALL ADDITIONAL STEEL, HANGER MATERIALS, RODS AND CLAMPS AS REQUIRED FOR COORDINATION	P-2.0 PLUMBING DEMOLITION FLOOR PLAN		, AND I RE Al
METERING FAUCETS0.2 GALLONS/CYCLEWATER CLOSETS1.28 GALLONS/FLUSH	2019 CALIFORNIA FIRE CODE (CFC: PART 9, TITLE 24, CCR.) (BASED ON 2018	WITH WORK OF OTHER TRADES.	P-3.0 PLUMBING PROPOSED FLOOR PLAN- WASTE & VENT		
	INTERNATIONAL FIRE CODE)	24. PIPING LAYOUT IS SCHEMATIC ONLY, EXACT ROUTING AND INSTALLATION OF PIPES TO BE COORDINATED WITH THE BUILDING STRUCTURE AND THE WORK OF OTHER CONTRACTORS.	P-3.1 PLUMBING PROPOSED FLOOR PLAN- WATER		LEGEND, INTY FI
URINALS 0.5 GALLONS/FLUSH	2019 CALIFORNIA ENERGY CODE			OROFESSION	
URINALS 0.5 GALLONS/FLUSH 21 A WATER BUDGET SHALL BE DEVELOPED FOR LANDSCAPE IRRIGATION USE THAT CONFORMS TO THE LOCAL WATER EFFICIENT LANDSCAPE ORDINANCE. WHERE NO LOCAL ORDINANCE EXISTS, SHOW	2019 CALIFORNIA ENERGY CODE. 2019 CALIFORNIA GREEN BUILDING CODE.	25. NO LIQUID TRANSMISSION PLUMBING PIPING SHALL BE INSTALLED ABOVE		AD TEN SAN SA	┛╙┦┝ᠵ┍ਁ▝
URINALS 0.5 GALLONS/FLUSH 21 A WATER BUDGET SHALL BE DEVELOPED FOR LANDSCAPE IRRIGATION USE THAT CONFORMS TO THE LOCAL WATER EFFICIENT				SUSTEN SAN SAN SAN SAN SAN SAN SAN SAN SAN SA	S, LE
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URINALS       0.5 GALLONS/FLUSH         21 A WATER BUDGET SHALL BE DEVELOPED FOR LANDSCAPE         IRRIGATION USE THAT CONFORMS TO THE LOCAL WATER EFFICIENT         LANDSCAPE ORDINANCE.         WHERE NO LOCAL ORDINANCE EXISTS, SHOW         COMPLIANCE WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES         MODEL WATER EFFICIENT LANDSCAPE ORDINANCE.         SEE SECTIONS 492.5         THROUGH 492.9, 492.10 AND 492.11 OF THE STATE ORDINANCE AT         HTTTP://WWW.WATER.CA.GOV/WATERUSEEFFICIENCY/DOCS/WATERORDSEC492.CFM.         22. FOR NEW WATER SERVICE (OR ADDITIONS/ALTERATIONS WITH > 1,000         SQUARE FEET OF CUMULATIVE LANDSCAPED AREA), SEPARATE SUBMETERS		<ul> <li>25. NO LIQUID TRANSMISSION PLUMBING PIPING SHALL BE INSTALLED ABOVE ELECTRICAL SWITCH GEAR, EQUIPMENT, OR PANELS. MAKE ADJUSTMENTS NECESSARY TO REROUTE PIPING FOR ACTUAL INSTALLATION OF ELECTRIC EQUIPMENT.</li> <li>26. WHENEVER FOUNDATION WALLS, EXTERIOR WALLS, ROOFS, ETC. ARE PENETRATED FOR THE INSTALLATION OF PLUMBING SYSTEMS, THEY SHALL BE PATCHED TO MATCH EXISTING CONSTRUCTION AND SEALED WEATHER</li> </ul>		EX 3-31-22 F OF CALIFORNIC	NOTES, E COU
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URINALS       0.5 GALLONS/FLUSH         21 A WATER BUDGET SHALL BE DEVELOPED FOR LANDSCAPE         IRRIGATION USE THAT CONFORMS TO THE LOCAL WATER EFFICIENT         LANDSCAPE ORDINANCE.         WHERE NO LOCAL ORDINANCE EXISTS, SHOW         COMPLIANCE WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES         MODEL WATER EFFICIENT LANDSCAPE ORDINANCE.         SEE SECTIONS 492.5         THROUGH 492.9, 492.10 AND 492.11 OF THE STATE ORDINANCE AT         HTTTP://WWW.WATER.CA.GOV/WATERUSEEFFICIENCY/DOCS/WATERORDSEC492.CFM.         22. FOR NEW WATER SERVICE (OR ADDITIONS/ALTERATIONS WITH > 1,000         SQUARE FEET OF CUMULATIVE LANDSCAPED AREA), SEPARATE SUBMETERS         OR METERING DEVICES SHALL BE INSTALLED FOR OUTDOOR POTABLE WATER         USE.       ALSO, IRRIGATION CONTROLLERS AND SENSORS SHALL BE INSTALLED.         CGC SECTIONS 5.304.2 AND 5.304.3.         23 PRIOR TO FINAL INSPECTION THE LICENSED CONTRACTOR, ARCHITECT OR         ENGINEER IN RESPONSIBLE CHARGE OF THE OVERALL CONSTRUCTION MUST         PROVIDE TO THE BUILDING DEPARTMENT OFFICIAL WRITTEN VERIFICATION		<ul> <li>25. NO LIQUID TRANSMISSION PLUMBING PIPING SHALL BE INSTALLED ABOVE ELECTRICAL SWITCH GEAR, EQUIPMENT, OR PANELS. MAKE ADJUSTMENTS NECESSARY TO REROUTE PIPING FOR ACTUAL INSTALLATION OF ELECTRIC EQUIPMENT.</li> <li>26. WHENEVER FOUNDATION WALLS, EXTERIOR WALLS, ROOFS, ETC. ARE PENETRATED FOR THE INSTALLATION OF PLUMBING SYSTEMS, THEY SHALL BE PATCHED TO MATCH EXISTING CONSTRUCTION AND SEALED WEATHER TIGHT.</li> <li>27. PLUMBING CONTRACTOR SHALL BE ON SITE AND PRESENT AT THE DATE OF TURNOVER.</li> <li>28. ALL EXTERIOR EXPOSED WATER PIPING SHALL BE INSULATED AND PVC</li> </ul>		Consulting MEP Engineers Anaheim, CA 92801	NOTES, E COU



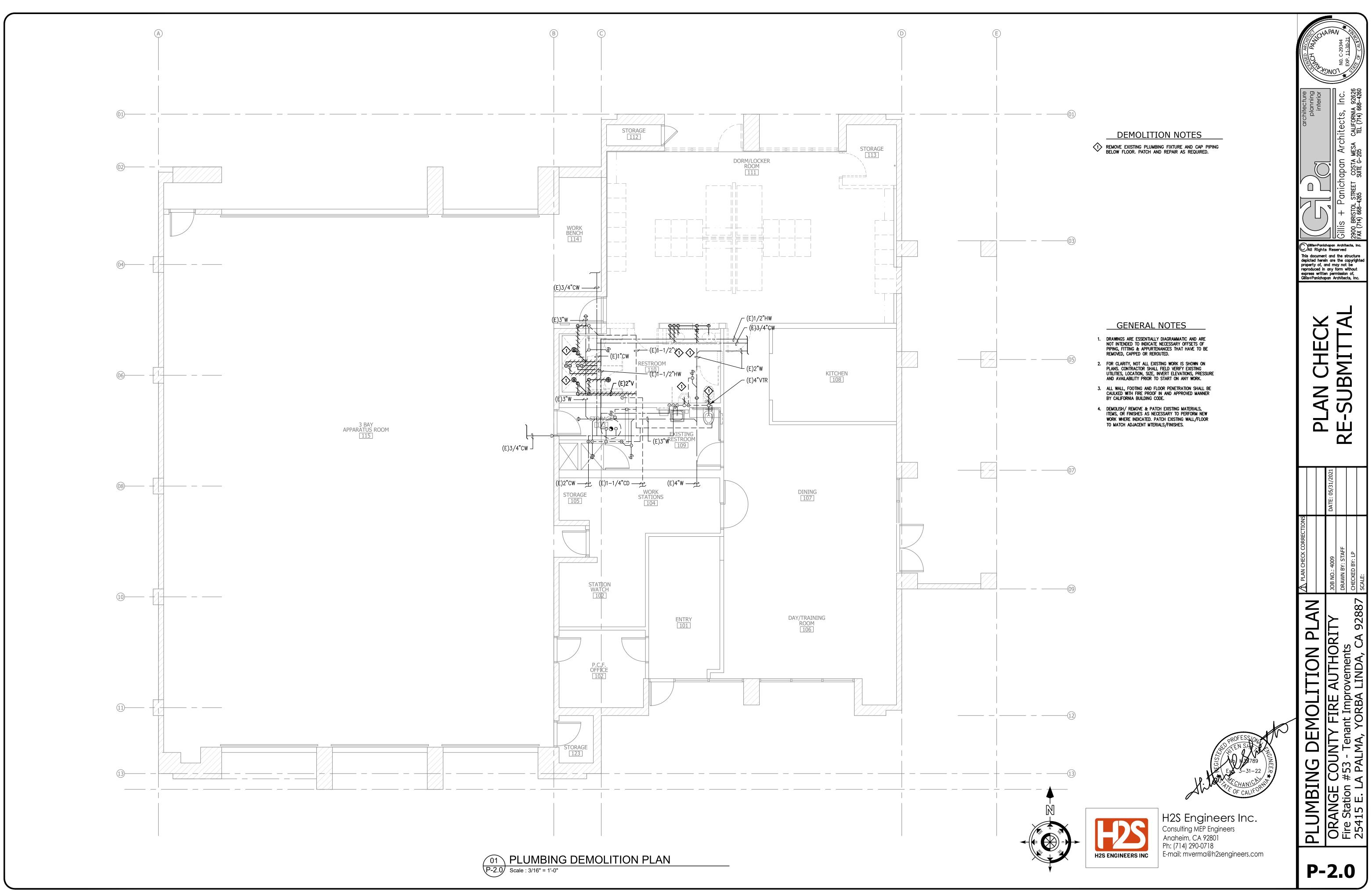
							PLUMBING FIXTURE SCHEDULE
				PIPE	PIPE SIZE		
	MARK	FIXTURE	S/W	V	CW	нพ	DESCRIPTION / REMARKS
DN	<u>WC-1</u>	WATER CLOSET (ADA)	4"	2"	1-1/4"	_	AMERICAN STANDARD MODEL 3351.528 1.28 GPF AFWALL MILLENIUM FLOWISE, WALL MOUNTED, ELONGATED TYPE. WHITE, SLOAN 111–1.28 EXPOSED MANUAL OPERATED FLUSH VALVE, CHURCH 2155CT WHITE OPEN FRONT SEAT,
AWINGS REW	<u>L-1</u>	LAVATORY (ADA) WALL MOUNT	2"	2"	<u>3</u> ⁄4"	₹ <b>4</b> "	AMERICAN STANDARD MODEL 0355.012.20 LUCERNE, WALL HUNG, WHITE, CHICAGO FAUCETS 3600-ABCP MANUAL 0.5 GPM. MOUNTED AT ACCESSIBLE HEIGHT; REFER TO ARCHITECTURAL PLANS. INSTALL WITH POINT OF USE THERMOSTATIC VALVE BRADLEY MODEL 559-4000A
	<u>U–1</u>	URINAL (ADA)	2"	2"	1-1/4"	_	AMERICAN STANDARD MODEL 6590.001 WASHBROOK, SLOAN ROYAL 186-0.125 DBP 0.125 GPF MANUAL OPERATE VALVE, WALL HUNG.
	<u>SH-1</u>	SHOWER (NON-ADA)	2"	2"	34"	3⁄4"	BRADLEY WS-1F, INDIVIDUAL FLUSH-MOUNTED WALL SHOWER. 1.5 GPM COMPLETE WITH THERMOSTATIC MIXING V/ DRAIN.
	<u>SH-2</u>	SHOWER (ADA)	2"	2"	<u>3</u> 4"	3⁄4"	BRADLEY HN200-T24 RECESSED-MOUNTED ADA SHOWER. 1.5 GPM COMPLETE W/ THERMOSTATIC MIXING VALVE I THE SAME AS <u>FD-1.</u> SECOND SHOWER HEAD AND VALVE LOCATION TO BE DETERMINED BY ARCHITECT AND/OR (
) T	FD-1	FLOOR DRAIN	2"	2"	-	_	ZURN MODEL Z415-BZ-P 8"Ø NICKEL BRONZE GRATE, CAST IRON BODY, CONVERTIBLE MEMBRANE CLAND ADJUSTABLE COLLAR (TRAP PRIMER CONNECTION IF SHOWN ON THE PLAN).
	<u>WHA</u>	WATER HAMMER ARRESTER	-	-	1"	_	SIOUX CHIEF MODEL 654-CS 1"
	<u>TP-1</u>	TRAP PRIMER	-	-	<i>J</i> 2"	_	SIOUX CHIEF MODEL 695-01 AUTOMATIC TRAP PRIMER VALVE INSTALL BEHIND ACCESS PANEL
JT 2	WCO ECO GCO <u>CO</u>	CLEAN-OUTS	_	_	_	_	WALL CLEAN OUT: "ZURN" MODEL: Z1447 SQUARE, Z1446 ROUND. FLOOR CLEANOUT: "ZURN" MODEL: Z1400-BZ MUST BE FLUSHED TO SURFACE. CLEAN OUT TO GRADE: "ZURN" MODEL: Z1400 MUST BE FLUSHED TO SURFACE. T CLEAN OUT: "ZURN" MODEL: Z1445.

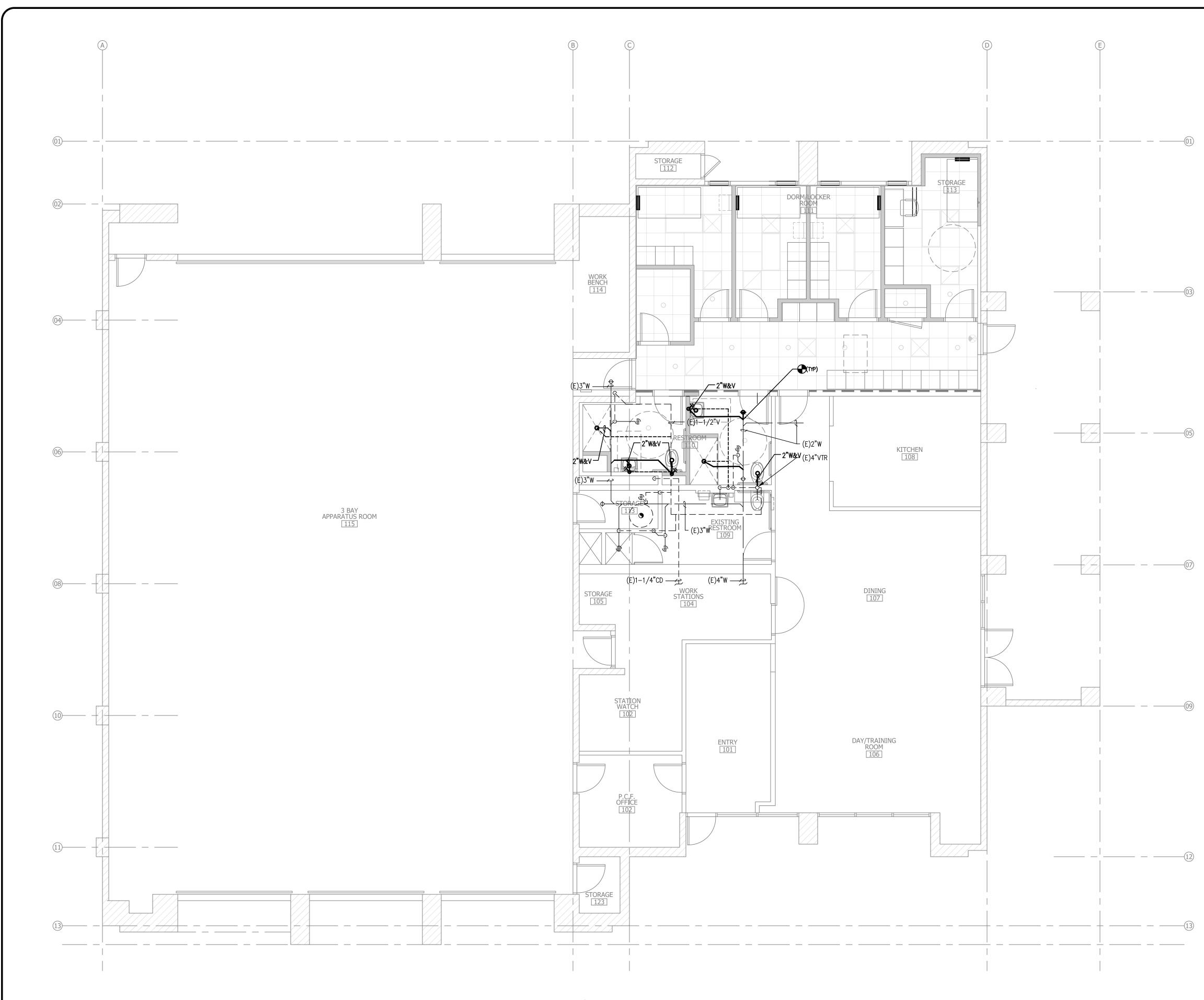
DAN ROYAL
IAL METERING
ATED FLUSH
VALVE LEVER HANDLE, W/ FD-1
E LEVER HANDLE; DRAIN SHALL BE R OWNER.
CLAMP,



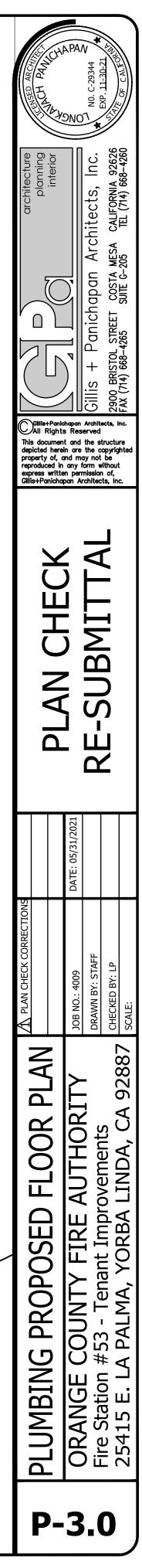


H2S Engineers Inc. Consulting MEP Engineers Anaheim, CA 92801 Ph: (714) 290-0718 E-mail: mverma@h2sengineers.com

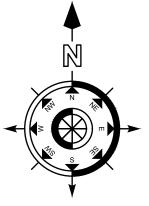




# 01 PLUMBING PROPOSED FLOOR PLAN- WASTE & VENT P-3.0 Scale : 3/16" = 1'-0"

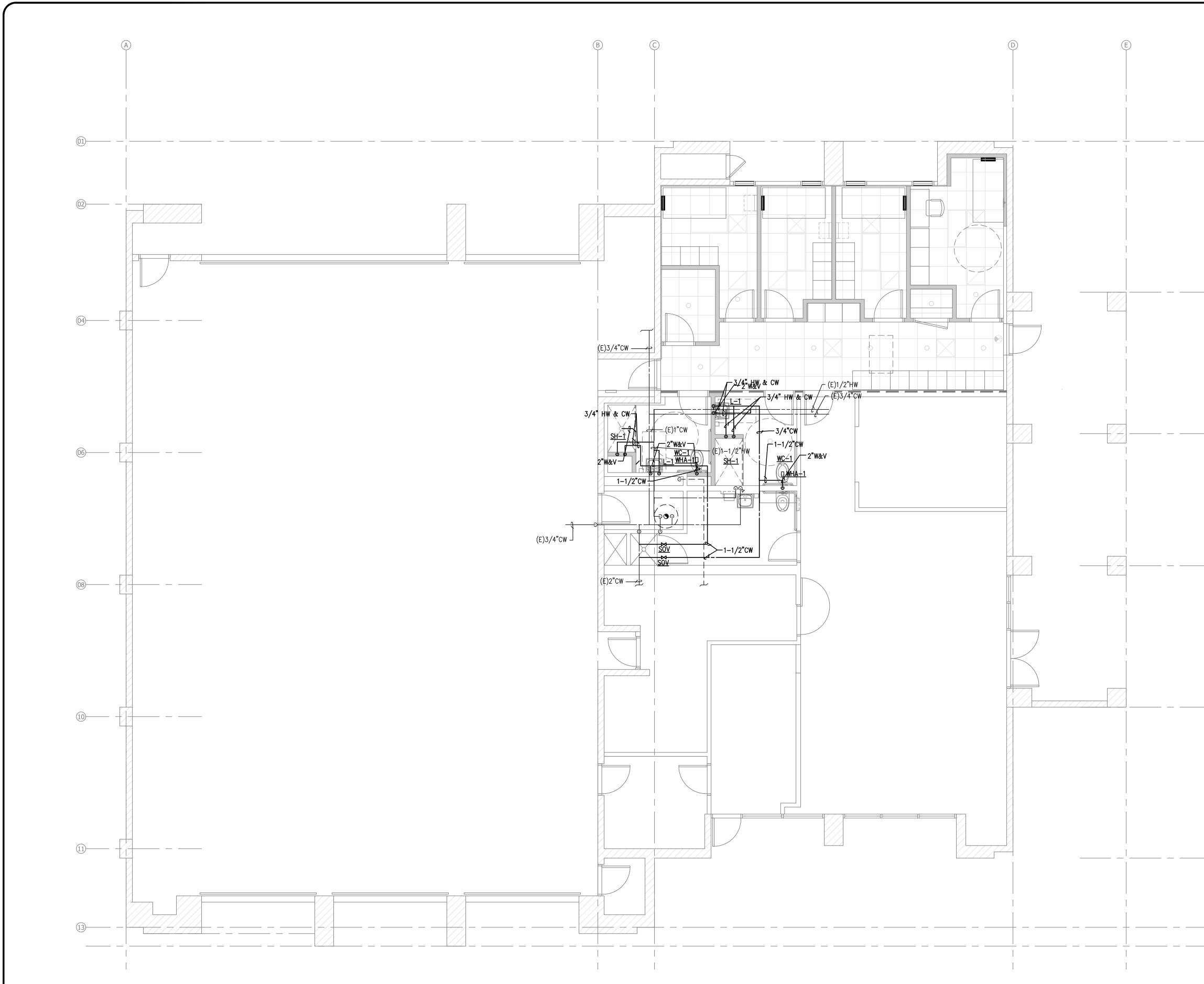




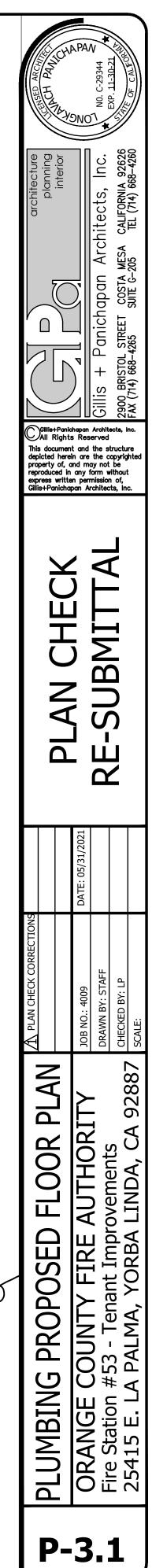




H2S Engineers Inc. Consulting MEP Engineers Anaheim, CA 92801 Ph: (714) 290-0718 E-mail: mverma@h2sengineers.com



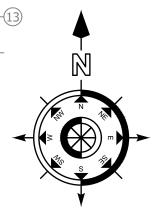
# 01 PLUMBING PROPOSED FLOOR PLAN- WATER P-3.1 Scale : 3/16" = 1'-0"



GENERAL NOTES

- 1. PLUMBING WORK SHOWN ON PLAN IS DIAGRAMMATIC, CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS. DEMOLISH/ REMOVE & PATCH EXISTING MATERIALS, ITEMS, OR FINISHES AS NECESSARY TO PERFORM NEW WORK WHERE INDICATED. PATCH EXISTING WALL/FLOOR TO MATCH ADJACENT MATERIALS/FINISHES.
- 3. COORDINATE EXTENT OF DEMOLITION/ REMOVAL WITH ARCHITECTURAL PROPOSED FLOOR PLAN.
- CONTRACTOR SHALL VERIFY EXISTING UTILITIES, LOCATION, SIZE, INVERT ELEVATIONS, PRESSURE AND AVAILABILITY PRIOR TO START ON ANY WORK.
- 5. SLOPE ALL WASTE/SANITARY SEWER @ 1/4" PER FT SLOPE.

-(07)

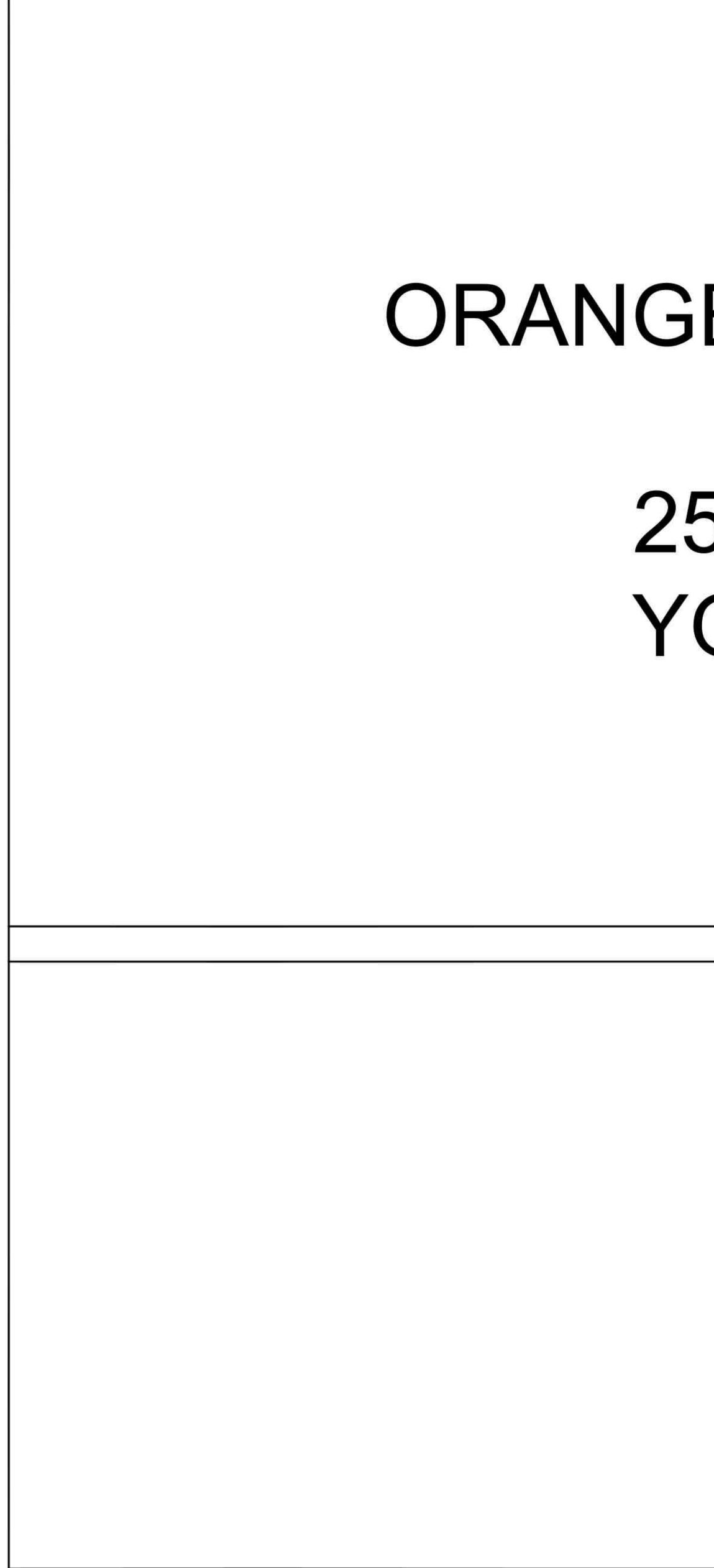




H2S Engineers Inc. Consulting MEP Engineers Anaheim, CA 92801 Ph: (714) 290-0718 E-mail: mverma@h2sengineers.com

6. ALL VENTS SHALL BE MIN. 10" AWAY FROM AC UNIT AIR INTAKE.

7. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATION OF PLUMBING FIXTURES.

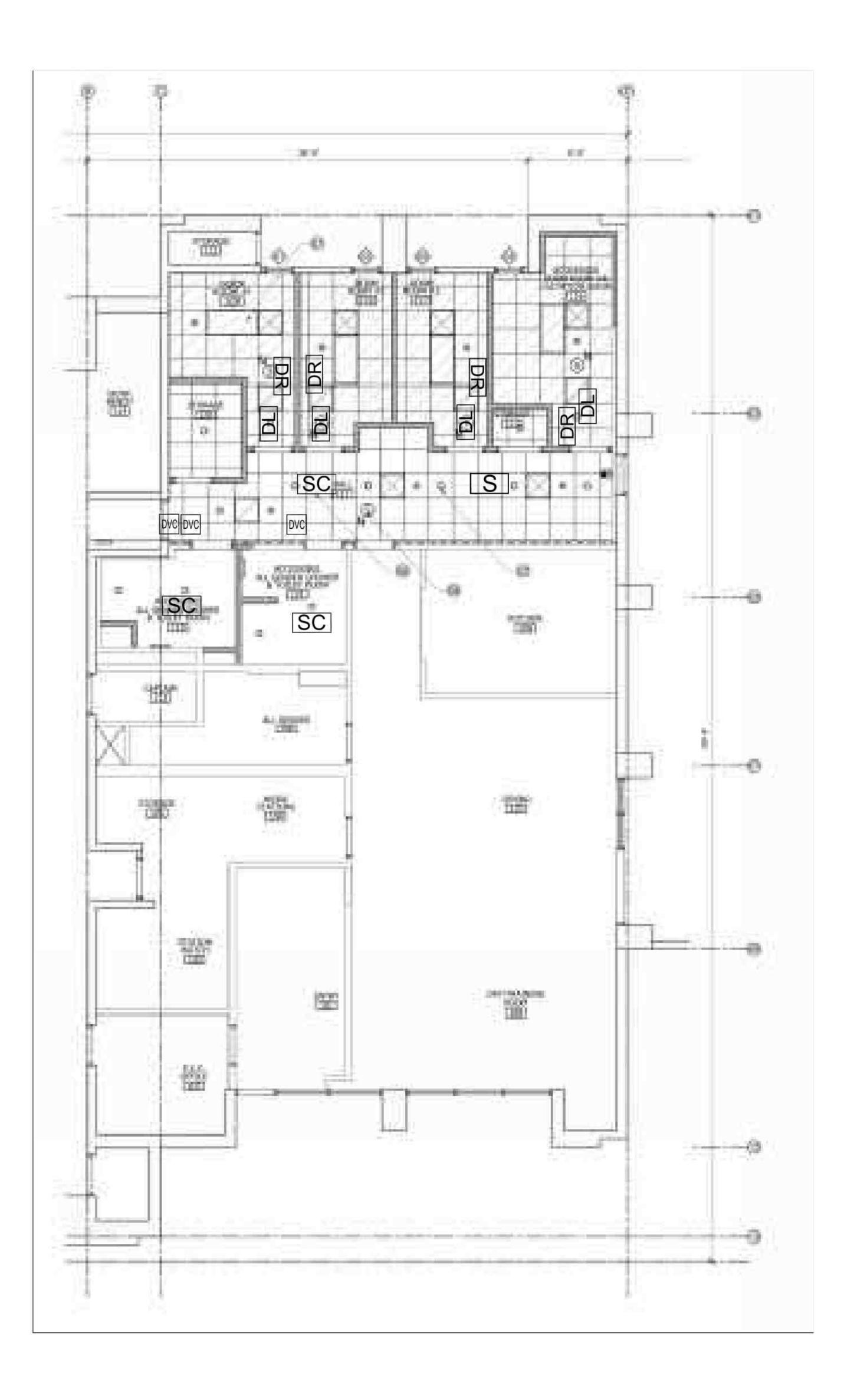


# ORANGE COUNTY FIRE AUTHORITY FIRE STATION #53 25415 E. LA PALMA AVE. YORBA LINDA, CA 92887

# DRAWING INDEX

SHEET NO.	SHEET CONTENTS	06/08/21
COVER	COVER SHEET	
AS1.1	ALERT SYSTEM DEVICE	
AS3.1	ALERT SYSTEM CONDUIT PLAN	
AS4.1	ALERT SYSTEM DEVICE DETAILS	
AS4.2	ALERT SYSTEM DEVICE DETAILS	
AS4.3	ALERT SYSTEM DEVICE DETAILS	





**ALERT SYSTEM - DEVICE PLAN** 

SCALE: N.T.S.

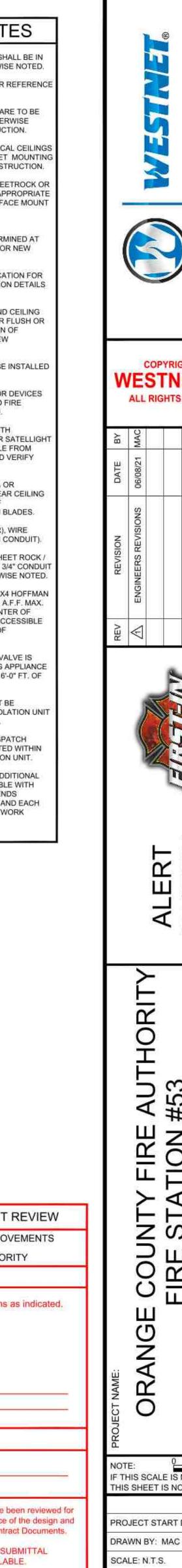
STA	TION ALERTING
SYM	BOL LEGEND
MCU	MASTER CONTROL UNIT
DLSP	DATA LINE SURGE PROTECTOR
TIM	TELEPHONE INTERFACE MODULE
CR	CONTROL REMOTE
RIU	RADIO ISOLATION UNIT
AUX	AUXILLIARY MODULE
PM UPS	POWER HUB-SPOKE & UPS-BLACK
	(DEDICATED 120V CIRCUIT REQUIRED POWER DUAL MODE & UPS -BLUE (DEDICATED 120V CIRCUIT REQUIRED
SC	SATELLIGHT CONTROLLER
S	SATELLIGHT
FSSL	STROBE LIGHT - IN CONJUNCTION WITH [ASLA]
ASLA	ALERTING STROBE LIGHT ADAPTER
DR	DORM REMOTE
DL	DORM LIGHT
ACD	APPLIANCE CONTROLLER DEVICE (DEDICATED 120V CIRCUIT REQUIRED
RS	APPLIANCE RESET SWITCH
(FFS)	HIGH-POWERED AMPLIFIED SPEAKER
HPA AMP	HIGH-POWERED AMPLIFIER MODULE
OSA	OUTSIDE SPEAKER AUDIO MODULE
(ŌŚ)	OUTSIDE SPEAKER - IN CONJUNCTION WITH [384]
DB	DOORBELL BUTTON
ES	EMERGENCY SWITCH
SW	SPEAKER SWITCH
MS	MONITOR SWITCH
TT	TURNOUT TIMER - MEDIUM
AEP	ALERTING END POINT

_	
	GENERAL NOTE
D	WHERE INDICATED WIRING IN SHAL 3/4" CONDUIT UNLESS OTHERWISE I
Ð	DEVICES ARE TYPICAL AND FOR RE ONLY.
3)	ALL BACK BOXES & CONDUITS ARE FLUSH MOUNTED UNLESS OTHERW SPECIFIED FOR NEW CONSTRUCTIO
4)	DEVICES LOCATED IN ACOUSTICAL REQUIRE ACOUSTICAL WESTNET M KIT (SSATKIT-A) FOR NEW CONSTRU
5)	DEVICES ONLY LOCATED IN SHEETF EXPOSED CEILINGS REQUIRE APPRI WESTNET MOUNTING KIT (SURFACE OR FLUSH MOUNT) FOR NEW CONSTRUCTION.
6	LOCATIONS OF DEVICES DETERMIN INSTALLATION BY INSTALLER FOR N CONSTRUCTION.
Ð	SEE ARCHITECTURAL SPECIFICATIO ALL ROUGH-IN AND INSTALLATION D FOR NEW CONSTRUCTION.
8)	INSTALLER TO VERIFY WALL AND CE TYPE TO DETERMINE NEED FOR FLU SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED FOR NEW CONSTRUCTION.
9)	ALL WIRING AND DEVICES TO BE IN BY WESTNET.
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1	IN RESTROOM APPLICATION WITH SHOWERS, SATELLIGHTS & / OR SAT CONTROLLERS MUST BE VISIBLE FF SHOWERS. INSTALLER TO FIELD VE DEVICE LOCATION. (TYPICAL)
2)	DORM LIGHTS, SATELLIGHTS, & OR SATELLIGHT CONTROLLERS NEAR OF FANS MUST BE KEPT CLEAR OF OBSTRUCTIONS & CEILING FAN BLA
3)	IN ACOUSTICAL CEILING (T-BAR), WI CABLING IS FREE WIRE (NOT IN COM
4)	IN GYPSUM BOARD CEILING (SHEET HARD LID), WIRE CABLING IN IN 3/4" UNLESS CONDUIT SIZE OTHERWISE
5)	IN EXPOSED AREAS ONLY 8X10X4 H BACK BOX MOUNTED AT +10'-0" A.F. WITH OPEN FACE DOWN IN CENTER ROOM WITH 3/4" CONDUIT TO ACCES CEILING SPACE, KEEP CLEAR OF OBSTRUCTIONS.
6	AN INDIVIDUAL GAS CONTROL VALV REQUIRED FOR EACH COOKING APP WITH A RESET SWITCH WITHIN 6'-0" EACH COOKING APPLIANCE.
Ð	A 5 OHM EARTH GROUND MUST BE CONNECTED TO THE RADIO ISOLAT IN THE COMMUNICATION RACK.
ନ	THE RADIO RECEIVING THE DISPAT

THE RADIO RECEIVING THE DISPATCH INFORMATION SHALL BE LOCATED WITHIN 6'-0" FT. OF THE RADIO ISOLATION UNIT.

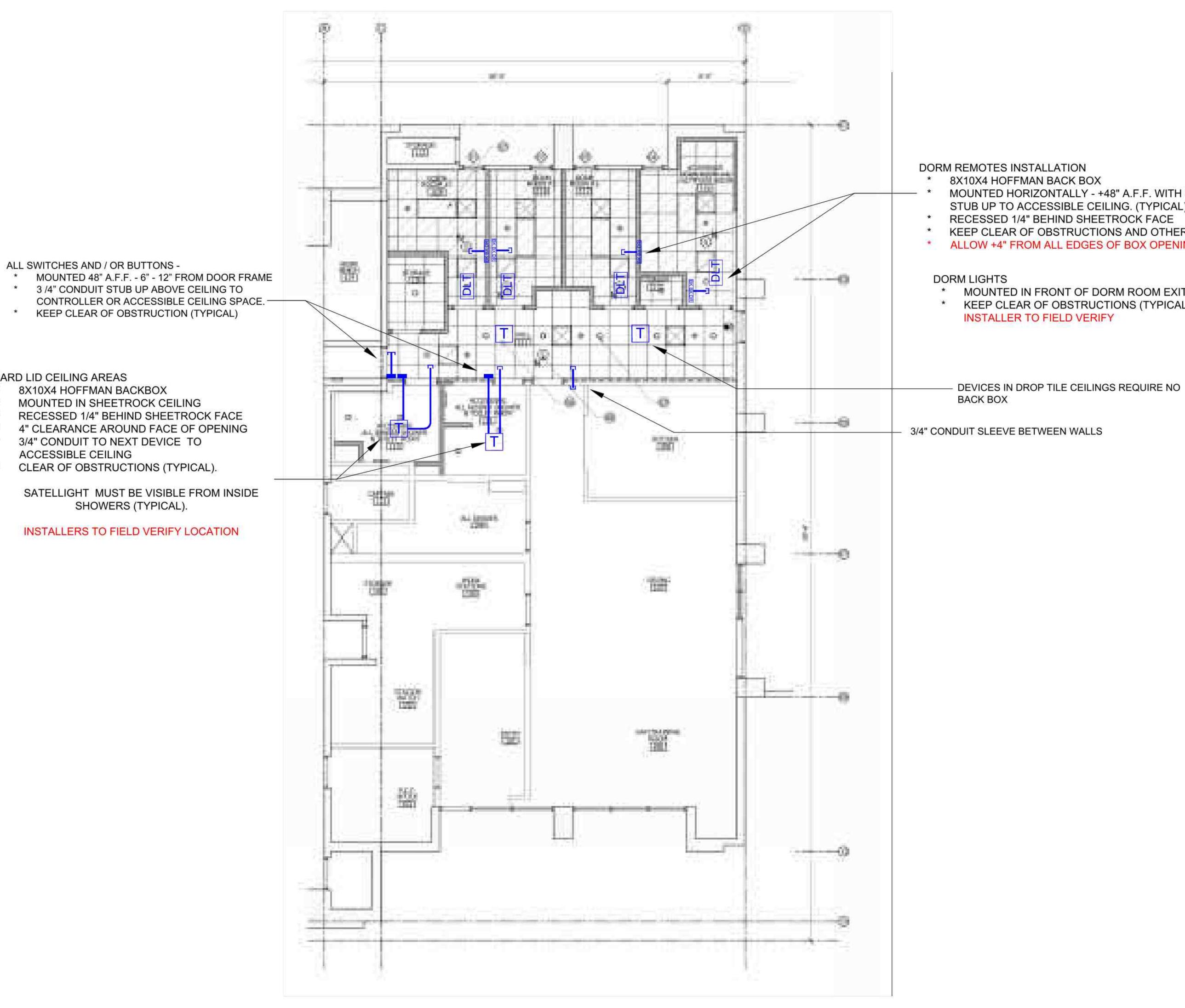
19 INSTALLER TO PROVIDE ONE ADDITIONAL UNCONNECTED BLUE CATS CABLE WITH RJ45 CONNECTORS ON BOTH ENDS BETWEEN THE MCU LOCATION AND EACH ALERTING END POINT FOR NETWORK CONNECTIVITY.

WESTNET/FIRST IN SYSTE	EM LAYOUT REVIEW
PROJECT: FIRE STATION #53 - TE DEPARTMENT: ORANGE COUNTY	
DATE SUBMITTED: 06/08/21	
Approved subject to notations Re-submit corrected Layout for o Re-submittal of Layout not require	ur approval.
Rejected/Re-submit Layout Remarks:	
DATE RETURNED:	
REVIEWED BY:	
This serves to Certify that this Layout s accuracy and compliance with the gene layout(only) with the Department Cor ONLY AFTER APPROVAL OF I INFORMATION AND QUO	eral conformance of the design and ntact and/or Contract Documents.
Westnet, Inc. 15542 Chemical Lane Huntington Beach, CA 92649	Phone: (714) 548-3500 Fax: (714) 901-5610 www.FirstInAlerting.con





AS1.1



INSTALLERS TO FIELD VERIFY LOCATION

SATELLIGHT MUST BE VISIBLE FROM INSIDE SHOWERS (TYPICAL).

- \* CLEAR OF OBSTRUCTIONS (TYPICAL).
- ACCESSIBLE CEILING
- \* 3/4" CONDUIT TO NEXT DEVICE TO

- **RECESSED 1/4" BEHIND SHEETROCK FACE**
- MOUNTED IN SHEETROCK CEILING
- \* 8X10X4 HOFFMAN BACKBOX
- HARD LID CEILING AREAS

ALERT SYSTEM - CONDUIT PLAN SCALE: N.T.S.

# 8X10X4 HOFFMAN BACK BOX MOUNTED HORIZONTALLY - +48" A.F.F. WITH 3/4" CONDUIT

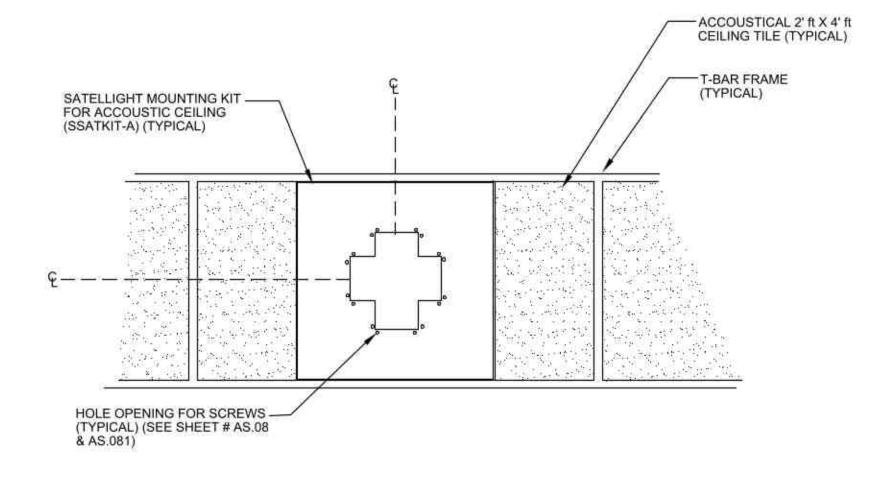
D IN FRONT OF DORM ROOM EXIT	
EAR OF OBSTRUCTIONS (TYPICAL).	

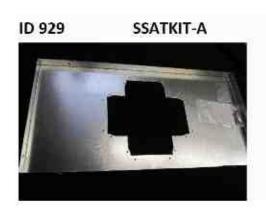
STUB UP TO ACCESSIBLE CEILING. (TYPICAL) \* RECESSED 1/4" BEHIND SHEETROCK FACE KEEP CLEAR OF OBSTRUCTIONS AND OTHER TRADES \* ALLOW +4" FROM ALL EDGES OF BOX OPENING

the second by	IRST-IN FIRE TION ALERTING
SYM	BOL LEGEND
MCU	MASTER CONTROL UNIT
DLSP	DATA LINE SURGE PROTECTOR
TIM	TELEPHONE INTERFACE MODULE
CR	CONTROL REMOTE
RIU	RADIO ISOLATION UNIT
AUX	AUXILLIARY MODULE
PM	POWER HUB-SPOKE & UPS-BLACK (DEDICATED 120V CIRCUIT REQUIRED)
PMUPS	POWER DUAL MODE & UPS -BLUE (DEDICATED 120V CIRCUIT REQUIRED)
$\bigcirc$	HIGH POWERED SPEAKER OR OUTSIDE SPEAKER
ASLA	ALERTING STROBE LIGHT ADAPTER
ACD	APPLIANCE CONTROL DEVICE (DEDICATED 120V CIRCUIT REQUIRED)
OSA	OUTSIDE SPEAKER AUDIO MODULE
HPA AMP	HIGH-POWERED AMPLIFIER MODULE
AEP	ALERTING END POINT (DEDICATED 120V CIRCUIT REQUIRED)
TT	TURNOUT TIMER
BK BX FSSL	FLUSH MOUNT BACK BOX FOR ALERTING STROBE LIGHT (FSSL)
BK BX DR	FLUSH MOUNT BACK BOX FOR DORM REMOTE- WALL
	DORM LT. ACOUSTIC CEILING MOUNT KIT (COMES IN THE DORM REMOTE FLUSH MT. KIT) HARD-LID CEILING KIT
H	(HOFFMAN BOX) ACOUSTIC CEILING KIT
7	(T-BAR, NO CONDUIT) CONDUIT BREAK /
-	LOCATION OF DEVICE
	CONDUIT STUB UP
	CONDUIT SLEEVE
<u> </u>	CONDUIT CAPPED
F.B.O.	FURNISHED BY OTHERS
N.I.C.	NOT IN CONTRACT

	GENERAL NOTES
)	WHERE INDICATED WIRING IN SHALL BE IN 3/4" CONDUIT UNLESS OTHERWISE NOTED.
D	DEVICES ARE TYPICAL AND FOR REFERENCE ONLY.
D	ALL BACK BOXES & CONDUITS ARE TO BE FLUSH MOUNTED UNLESS OTHERWISE SPECIFIED FOR NEW CONSTRUCTION.
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D	DEVICES ONLY LOCATED IN SHEETROCK OR EXPOSED CEILINGS REQUIRE APPROPRIATE WESTNET MOUNTING KIT (SURFACE MOUNT OR FLUSH MOUNT) FOR NEW CONSTRUCTION.
D	LOCATIONS OF DEVICES DETERMINED AT INSTALLATION BY INSTALLER FOR NEW CONSTRUCTION.
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D	ALL WIRING AND DEVICES TO BE INSTALLED BY WESTNET.
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2)	DORM LIGHTS, SATELLIGHTS, & OR SATELLIGHT CONTROLLERS NEAR CEILING FANS MUST BE KEPT CLEAR OF OBSTRUCTIONS & CEILING FAN BLADES.
3)	IN ACOUSTICAL CEILING (T-BAR), WIRE CABLING IS FREE WIRE (NOT IN CONDUIT).
1	IN GYPSUM BOARD CEILING (SHEET ROCK / HARD LID), WIRE CABLING IN IN 3/4" CONDUIT UNLESS CONDUIT SIZE OTHERWISE NOTED.
5	IN EXPOSED AREAS ONLY 8X10X4 HOFFMAN BACK BOX MOUNTED AT +10'-0" A.F.F. MAX. WITH OPEN FACE DOWN IN CENTER OF ROOM WITH 3/4" CONDUIT TO ACCESSIBLE CEILING SPACE, KEEP CLEAR OF OBSTRUCTIONS.
6	AN INDIVIDUAL GAS CONTROL VALVE IS REQUIRED FOR EACH COOKING APPLIANCE WITH A RESET SWITCH WITHIN 6'-0" FT. OF EACH COOKING APPLIANCE.
D	A 5 OHM EARTH GROUND MUST BE CONNECTED TO THE RADIO ISOLATION UNIT IN THE COMMUNICATION RACK.
8	THE RADIO RECEIVING THE DISPATCH INFORMATION SHALL BE LOCATED WITHIN 6'-0" FT. OF THE RADIO ISOLATION UNIT.
9	INSTALLER TO PROVIDE ONE ADDITIONAL UNCONNECTED BLUE CAT5 CABLE WITH RJ45 CONNECTORS ON BOTH ENDS BETWEEN THE MCU LOCATION AND EACH ALERTING END POINT FOR NETWORK CONNECTIVITY.





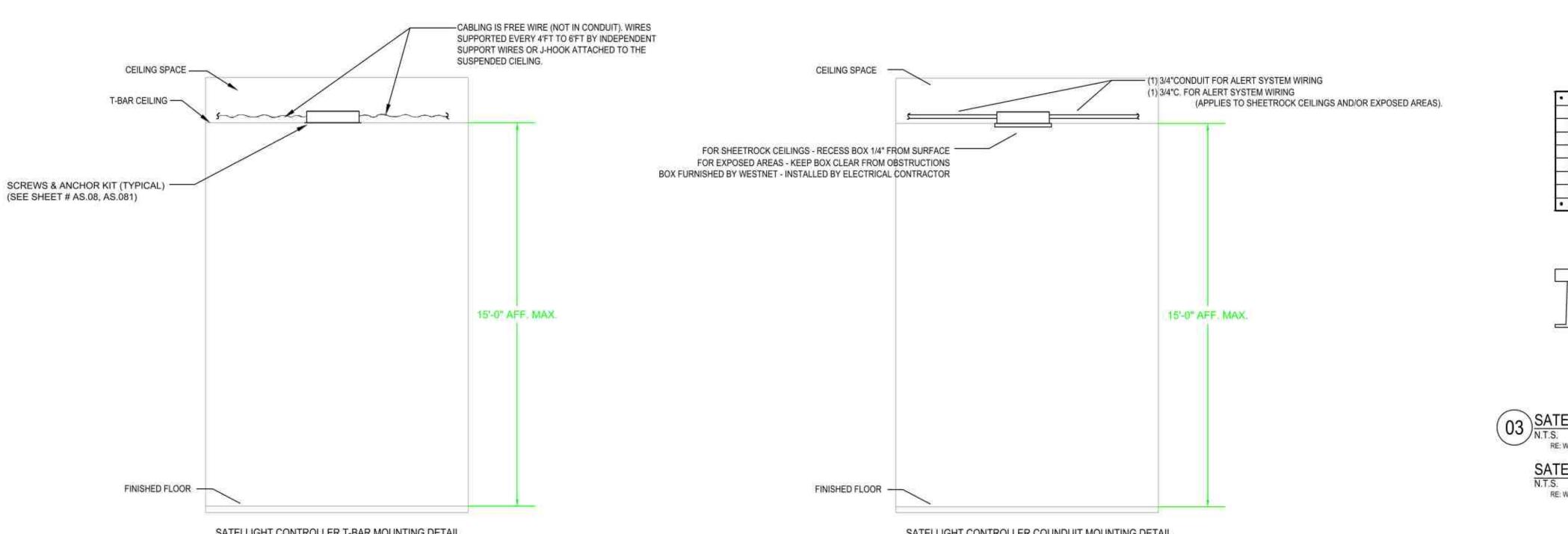


Satellight Mounting Kit - Acoustic Ceiling (A-Kit)

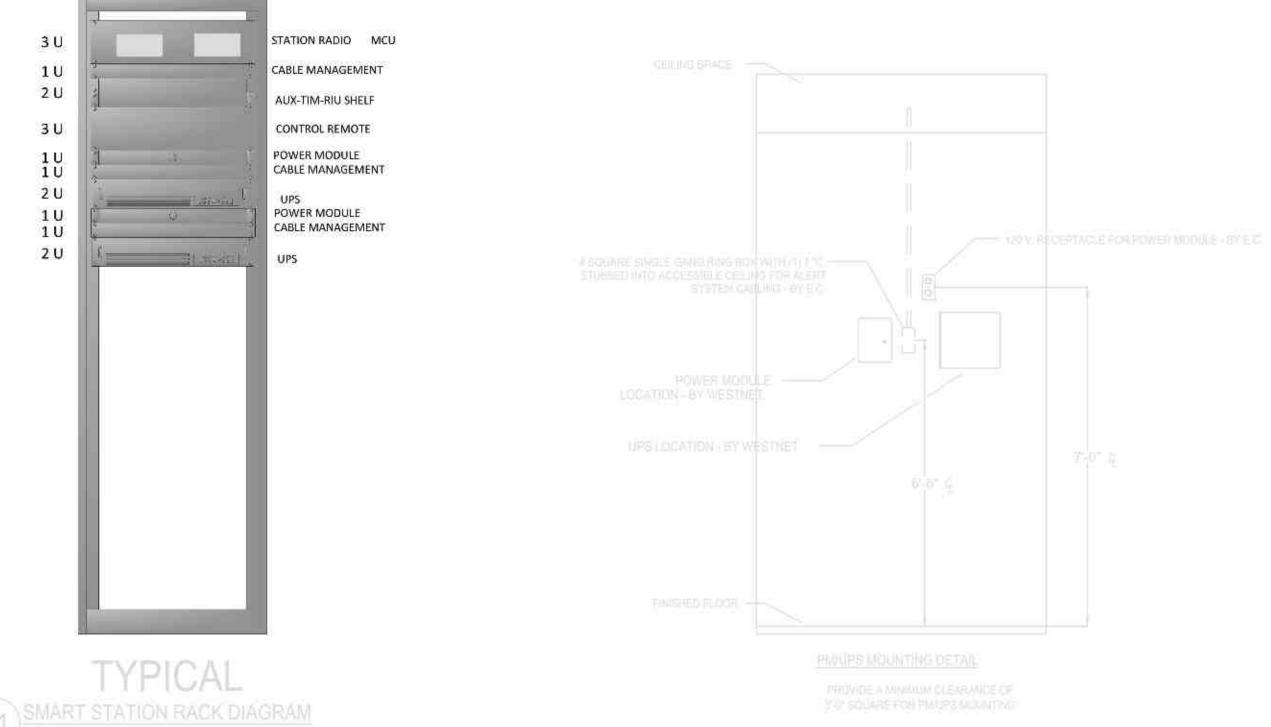
Kit used for mounting on drop-tile ceilings. Compatible products include: 1. Satellight Controllers 2. Satellights 3. Dorm lights

03 TYPICAL T-BAR PANEL INSTALLATION

Note:



SATELLIGHT CONTROLLER T-BAR MOUNTING DETAIL



SATELLIGHT CONTROLLER COUNDUIT MOUNTING DETAIL

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# 03 SATELLIGHT CONTROLLER - SC

RE: WESTNET SPECIFICATIONS FOR OVERALL DEVICE DIMENSIONS. SATELLIGHT SPEAKER - S

RE: WESTNET SPECIFICATIONS FOR OVERALL DEVICE DIMENSIONS.

#### SC

S

#### SATELLIGHT CONTROLLER

- SHALL OPERATE ON A CAT 5 SMART STATION PRIMARY ALARM NETWORK, WHICH IS DRIVEN FROM THE MCU. - OPERATE INDEPENDANTLY OR DRIVE UP TO (3) OR (4) DEVICES DEPENDING UPON THE LOCATION IN THE

FIRE STATION. - AUDIO OUTPUT SHALL BE CONTROLLED BY SOFTWARE FROM THE MASTER CONTROL UNIT.

- AUDIO OUTPUT SHALL BE ADJUSTABLE ACROSS A (90) DECIBAL RANGE.

- SHALL BE CAPABLE OF INTELLEGENT SENSING AND CONTROL OF FIRE STATION SYSTEMS AND EQUIPMENT. CONTROLLER SHALL UTILIZE BI-DIRECTIONAL DATA THROUGHOUT THE SMART STATION NETWORK AND EXTEND CAPABILITY TO THE FIRE DEPARTMENT DIPATCH CENTER.

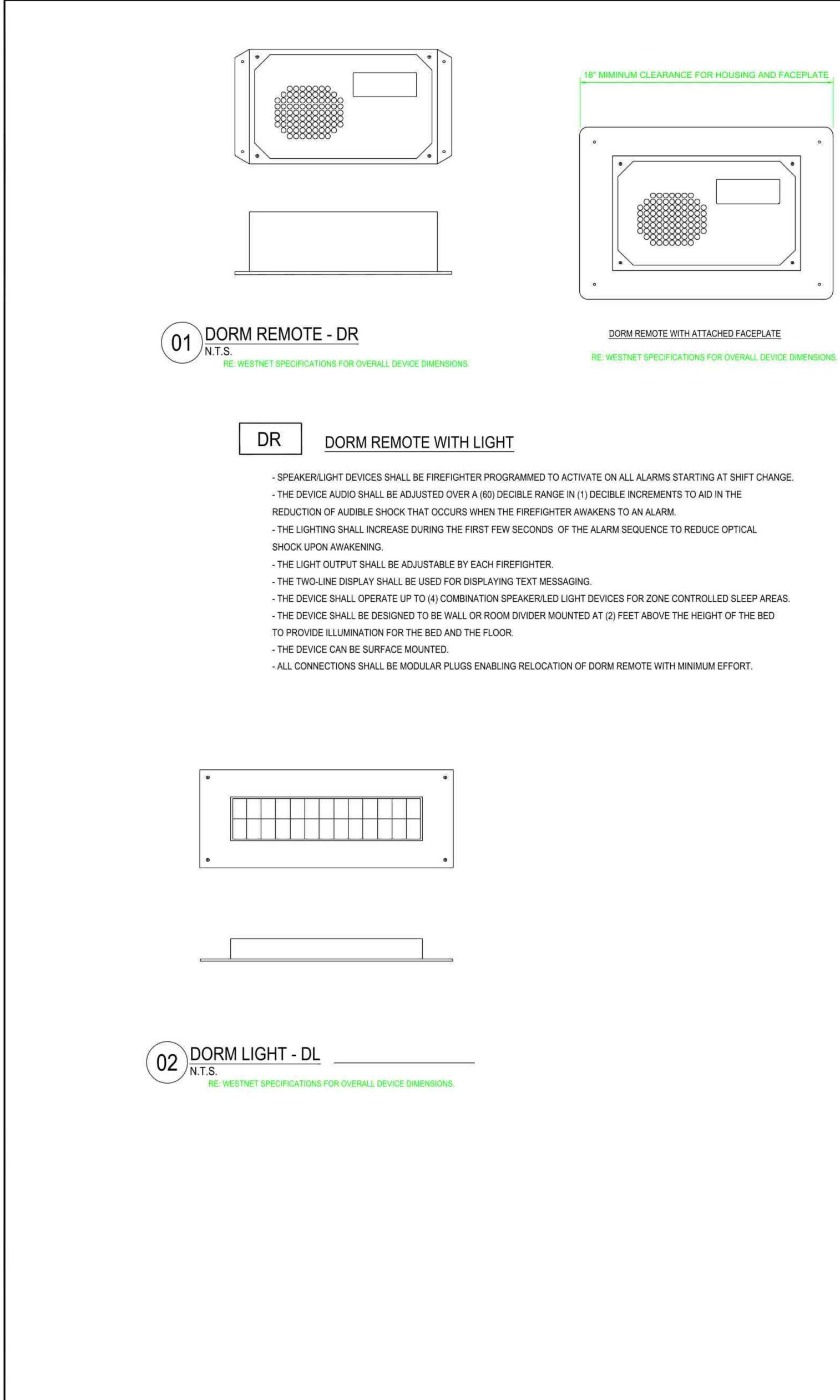
- SHALL BE MOUNTED IN THE CEILING TO PROVIDE ALARM COVERAGE THROUGHOUT THE STATION.

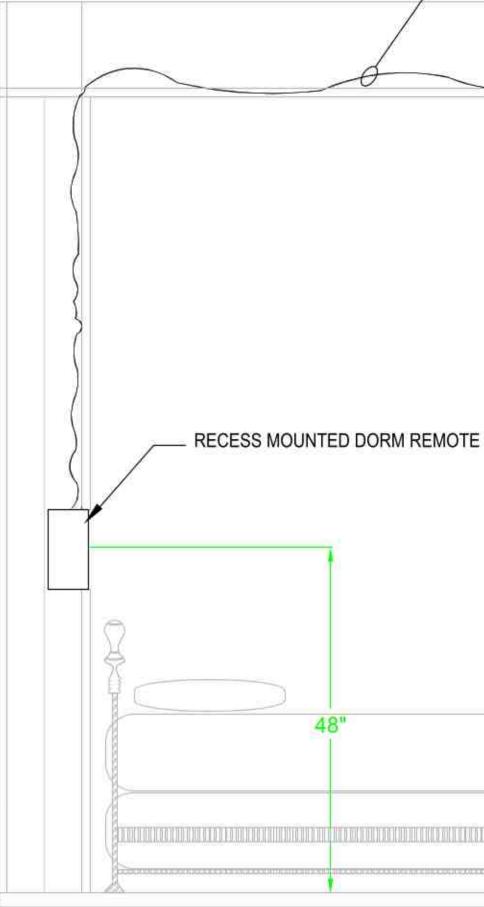
- ACOUSTICAL CEILING MOUNTING SECURES THE DEVICE TO THE T-BAR RAILS AND THE SUPERSTRUCTURE OF THE BUILDING. - DRYWALL AND PLASTER CEILING MOUNTING HARDWARE SHALL UTILIZE METAL HARDWARE THAT IS COLOR-MATCHED TO THE LAMP ASSEMBLY.

SATELLIGHT, SPEAKER/LED LIGHT

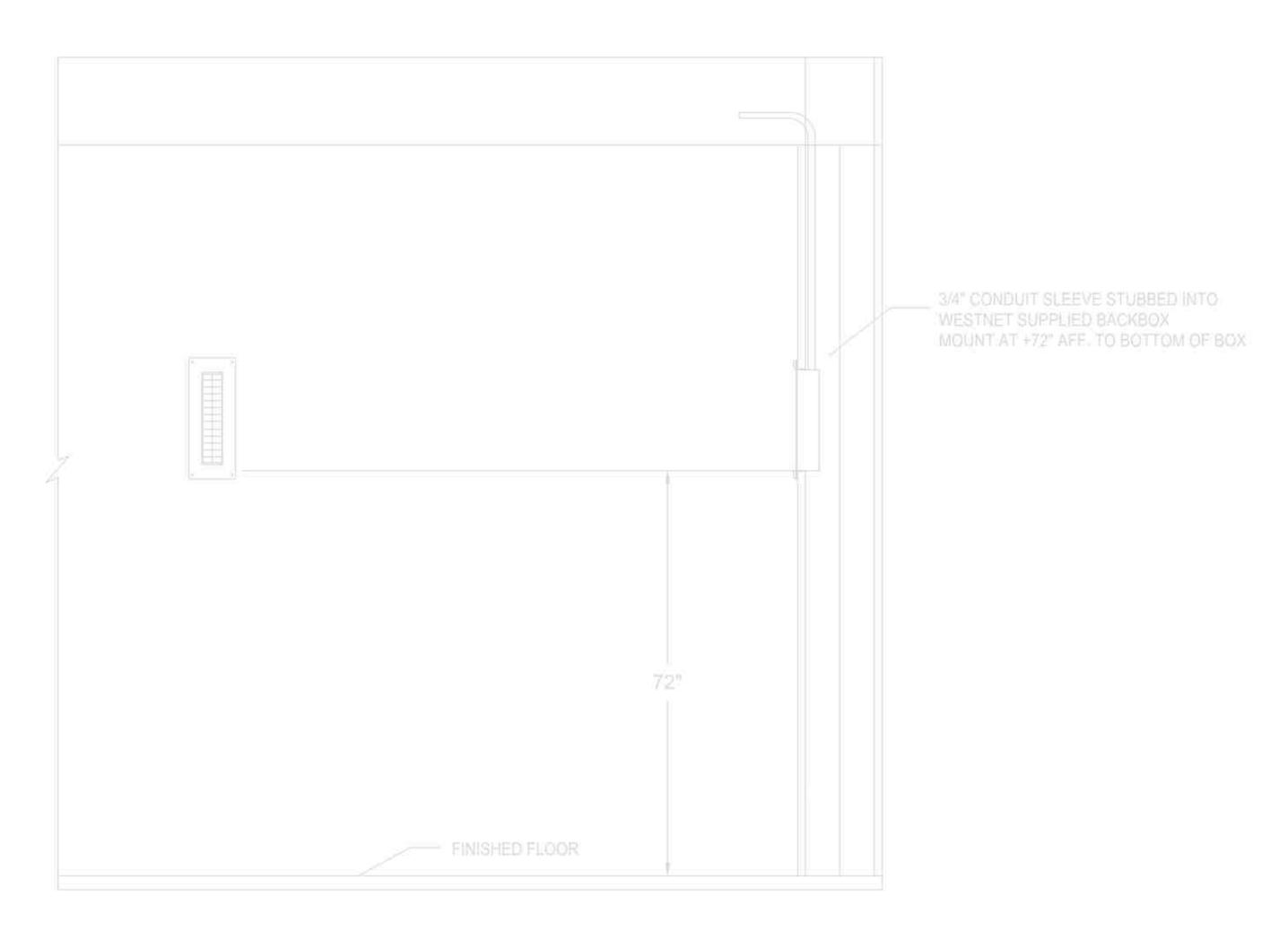
- SHALL OPERATE ON A CAT 5 ALARM SUBNETWORK, WHICH IS DRIVEN FROM A DEVICE CONTROLLER.
- AUDIO OUTPUT FROM THE DEVICES SHALL BE SET BY THE SOFTWARE FROM THE CONTROLLER. - AUDIO OUTPUT SHALL BE ADJUSTABLE ACROSS A (90) DECIBLE RANGE.
- THE LIGHTING OUTPUT SHALL INCREASE AUTOMATICALLY DURING THE FIRST FEW SECONDS OF THE ALARM SEQUENCE.
- SHALL BE MOUNTED IN CEILING TO PROVIDE ALARM COVERAGE THROUGHOUT THE STATION.
- ACOUSTICAL CEILING MOUNTING SECURES THE DEVICE TO THE T-BAR RAILS AND THE SUPERSTRUCTURE OF THE BUILDING.
- DRYWALL AND PLASTER CEILING MOUNTING HARDWARE INSTALLS DEVICES INTO THESE CEILINGS.



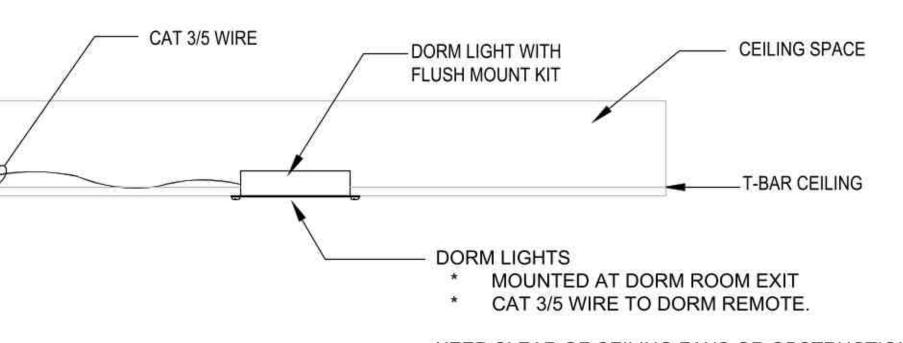




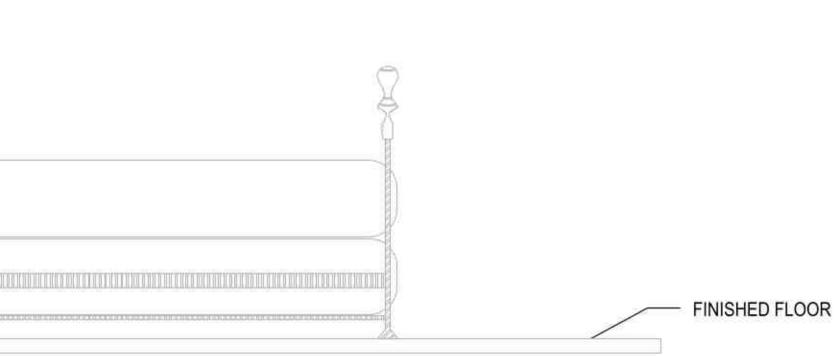
### DORM REMOTE / DORM LIGHT MOUNTING DETAIL



FSAS DORM LIGHT STROBE LAYOUT

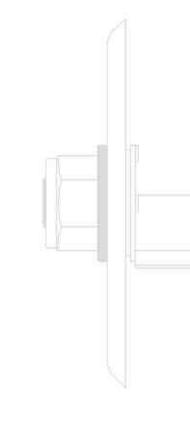


KEEP CLEAR OF CEILING FANS OR OBSTRUCTIONS.



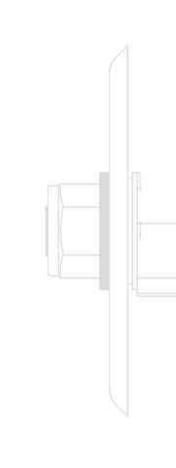






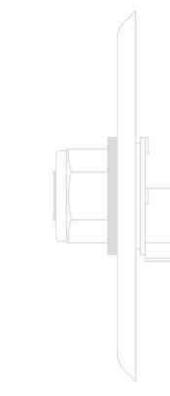












02 RESET BUTTON - RB N.T.S. RE WESTNET SPECIFICATIONS FOR OVERALL DEVICE DWENSIONS

# DB

### DOORBELL

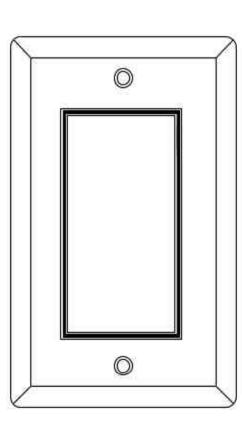
EB

### EMERGENCY BUTTON

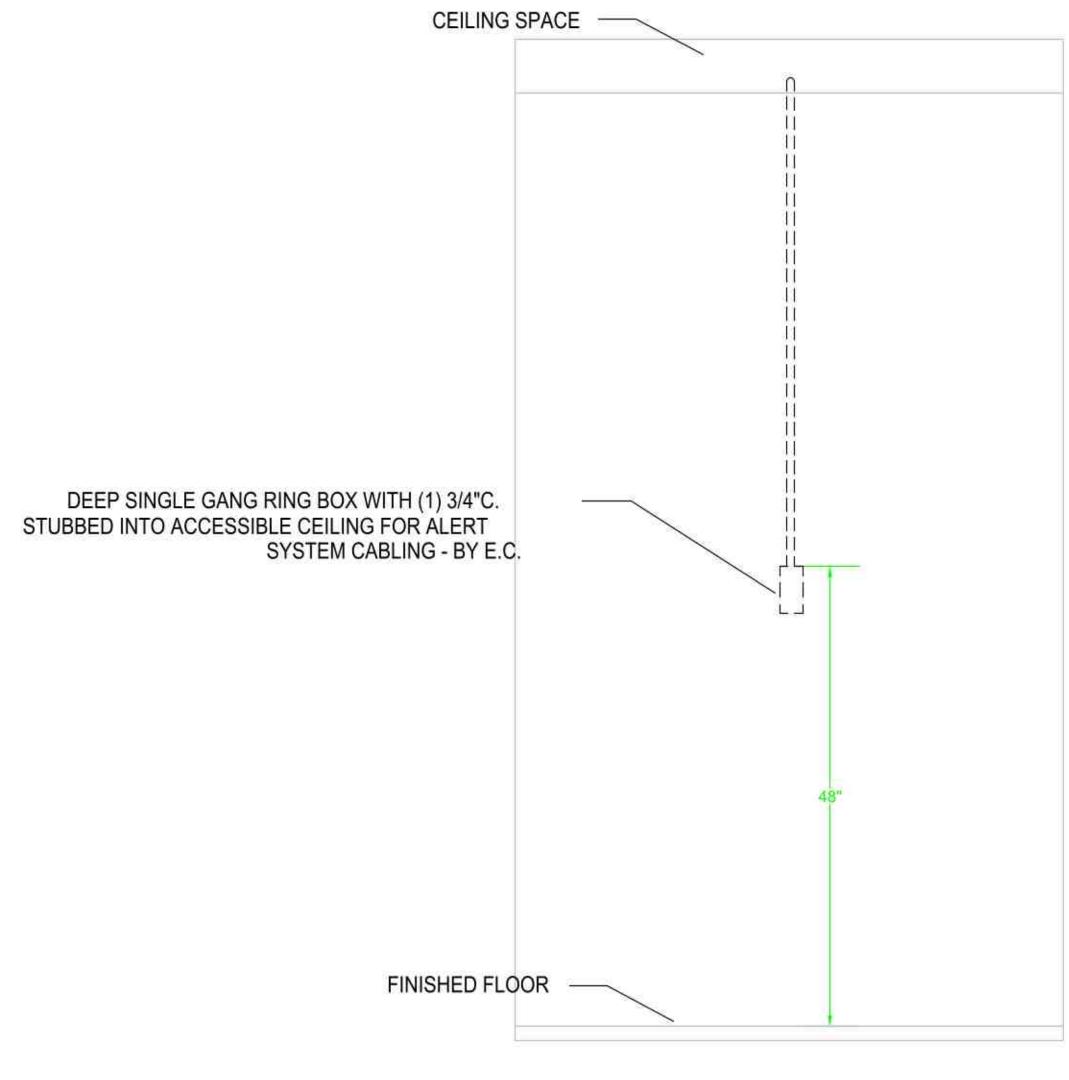
- SHALL NOTIFY DISPATCH CENTER OF INCIDENT OCCURANCE AT THE FIRE STATION.

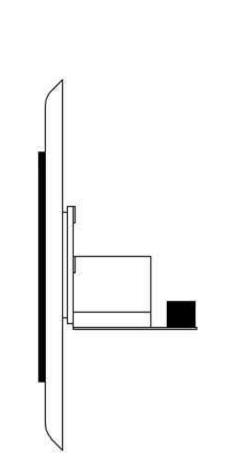
RB

### RESET BUTTON









SWITCH/BUTTON MOUNTING DETAIL (TYP.)



## DIGITAL VOLUME CONTROLLER

- SHALL BE UTILIZED TO CONTROL THE VOLUME IN AN AREA - CONNECTION TO SATELLIGHT CONTROLLER IN ROOM

# 03 DIGITAL VOLUME CONTROLLER

RE: WESTNET SPECIFICATIONS FOR OVERALL DEVICE DIMENSIONS.





#### Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors Meeting January 27, 2022

Agenda Item No. 3A Discussion Calendar

#### Award of RFP# RO2480a Physical Security/ Security Management Services and Approval of Corresponding Budget Adjustments

#### **Contact**(s) for Further Information

Jim Ruane, Assistant Chief	jimruane@ocfa.org	714.573.6801
Logistics Department		
Patrick Bauer, Property Manager Logistics Department	patrickbauer@ocfa.org	714.573.6421

#### Summary

This agenda item is submitted for approval to award a Security Services Agreement for Armed Physical Security and Security Management Services to the Orange County Sheriff's Department (OCSD) in the amount of \$1,116,556 annually, the top ranked armed security services provider as a result of RFP RO2480a.

#### **Prior Board/Committee Action**

On January 12, 2022, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval with recommendation of Option 1, award of Armed Physical Security and Security Management Services Agreement with the Orange County Sherriff's Department by a vote of 8-0 (Director Tettemer absent).

#### **RECOMMENDED ACTIONS:**

- 1. Approve and authorize the Purchasing Manager to execute the proposed Security Services Agreement (Attachment 1) for Armed Physical Security and Security Management Services with the Orange County Sheriff's Department for a three-year initial term plus two optional one-year renewals in an amount not to exceed \$1,116,556 annually (\$5,582,780 5-year aggregate).
- 2. Direct staff to make the recommend budget adjustment, as noted in the fiscal impact section of this report, depending on the option selected.
- 3. Direct the Purchasing Manager to extend the existing contract with Allied Universal as needed to allow transitioning to the new contract for Physical Security Services.

#### **Impact to Cities/County**

Not Applicable.

#### **Fiscal Impact**

Based on an April 1, 2022 implementation, the FY 2021/22 General Fund budget and associated expenditures will be increased by \$237,517. Attachment 1 provides estimated annual increases for Cash Contract Cities.

#### Background

Physical security at the Regional Fire Operations and Training Center (RFOTC) includes access control and alarm systems, and the posting of unarmed contract security guard personnel on a 24/7/365 basis. Currently, one security post provides around-the-clock coverage, with a second post during RFOTC business hours.

Coinciding with the expiration of the existing agreement for physical security services, staff is in the process of implementing recommendations from the Physical Security Assessment report issued by an OCFA staff security advisory panel in June 2020. The panel's report considered a Threat and Vulnerability Assessment of the RFOTC campus prepared by Security Strategies International, and an initial Physical Security Assessment completed in 1994 by the Orange County Intelligence Assessment Center (OCIAC). In November 2021, the OCIAC completed an updated security assessment and set of recommendations that further support the Advisory panel's findings, including adding a security management function together with security guard services. To address the assessment recommendations and identified vulnerabilities, the solicitation for a replacement security services contract included security management services, and alternative proposals for providing unarmed and/or armed guards.

To further address security vulnerabilities at the RFOTC, a separate solicitation for replacement and upgrade of the facility's access control system (door badge readers, perimeter entry cameras, etc.) will be submitted for consideration of award of bid by the Executive Committee in the first quarter of 2022.

#### Solicitation Process

On March 22, 2021, staff issued RFP RO2480a for Physical Security and Security Management Services at RFOTC. A non-mandatory pre-proposal meeting was held on March 31, 2021, and representatives from 16 companies attended. Final proposals were due April 23, 2021, and 17 proposals were received. Staff conducted a review of responsiveness and determined that 14 of the 17 offerors provided responsive proposals.

An evaluation team consisting of two Logistics Division staff and one Risk Management Division staff evaluated the proposals based on the criteria and point structure as defined in the RFP: Method of Approach (20 pts), Qualifications and Experience (25 pts), Personnel Selection, Training and Retention Plan (30 pts), and Proposed Cost (25 points). Upon completion of the evaluation of the proposals, the OCSD emerged as the top-ranked proposer providing security management and armed security services with no option for unarmed services. The top-ranked proposer for unarmed security services (AUSS), the firm which provides the existing services at the Regional Fire Operations and Training Center.

A summary of the contract options is provided in the following table. Staff recommeded Option 1.

Option	Contract Arrangement	Cost (annual)	
<ol> <li>Armed Physical Security Services</li> </ol>	<ul> <li>Orange County Sheriff Security Services Bureau:</li> <li>One armed guard posted 24/7/365</li> <li>Second armed guard posted during RFOTC business hours</li> <li>Guard services for special events/as-needed coverage</li> </ul>	\$1,116,556	

#### Summary of Contract Options

Option	Contract Arrangement	Cost (annual)	
	• Security Management Services provided as needed by the Bureau Commander		
2 Armed Physical Security Services during business hours; Unarmed all other hours	<ul> <li>Orange County Sheriff Security Services Bureau:</li> <li>Two armed guards posted during RFOTC business hours</li> <li>Security Management Services provided as needed by the Bureau Commander</li> <li>Allied Universal Security Services:</li> <li>One unarmed guard posted during all RFOTC nonbusiness hours</li> <li>Guard services for special events/as-needed coverage</li> </ul>	\$813,640	
<i>3</i> Unarmed Physical Security Services	<ul> <li>Allied Universal Security Services:</li> <li>One unarmed guard posted 24/7/365</li> <li>Second unarmed guard posted during RFOTC business hours</li> <li>Security Management Services provided by an assigned professional security manager</li> <li>Guard services for special events/as-needed coverage</li> </ul>	\$518,180	

#### Option 1: Armed Physical Security Services

Annual Pricing: \$1,116,556 annually (\$5,582,780 5-year aggregate)

Based on the proposals received and interviews conducted with the two top ranking firms, the evaluation team concluded that transitioning to armed security personnel as offered by the Security Bureau of the Orange County Sheriff, in combination with physical security management services to be performed by the Bureau Commander, would best meet the physical security needs at RFOTC. The OCSD Security Bureau was established for the purpose of providing security services and security management for numerous County facilities, as well as public agency affiliated private facilities, using personnel trained expressly for this purpose. Security management services would be provided by the OCSD Security Bureau Commander, consisting of an initial assessment and recommendations for all aspects of physical security and protocols at RFOTC, implementation of recommendations by the OCIAC, and ongoing review of protocol compliance and incident reports. Therefore, the Bureau's mission, depth of resources, and specially trained and qualified personnel closely align with the security needs at RFOTC. The OCSD Security Bureau will act as initial responder to incidents occurring at RFOTC up to the point when City of Irvine police arrive.

While staff believes it to be in the best interest of OCFA to utilize professional security management services and to transition to full-time armed guards, doing so would result in an increase to expenditures, thus staff has prepared two alternative approaches:

#### Option 2: Hybrid Armed/Unarmed Physical Security Services

Annual Pricing: \$813,640 annually (\$4,068,200 5-year aggregate)

This option provides for armed security services during standard business hours, and unarmed security services in the evenings and on weekends/holidays. Because the OCSD Security Bureau provides only armed security services, a dual award would be required, whereby Allied Universal Security Services would provide the unarmed security services. This contract structure offers a lower cost alternative to around-the-clock armed services while enabling the posting of armed personnel when most needed, and while using the proposer deemed most qualified to provide

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armed personnel. As stated above, security management services would be provided by the OCSD Security Bureau Commander, to include an initial assessment and recommendations for all aspects of physical security and protocols at RFOTC, implementation of recommendations by the OCIAC, and ongoing review of protocol compliance and incident reports.

To enable OCSD and AUSS to independently manage their respective personnel, post coverage would overlap only to the extent to facilitate the business hours to non-business hours transition. Depending on the time of the incident, the OCSD Security Bureau or AUSS will act as initial responder to incidents occurring at RFOTC up to the point when City of Irvine police arrive.

#### **Option 3: Unarmed Physical Security Services**

Annual Pricing: \$518,180 annually (\$2,590,900 5-year aggregate)

This option provides for full-time unarmed security services similar to the current model being provided, enhanced by posting security services personnel with law enforcement qualifications, and the assignment of a full-time contract physical security manager. Combined, the services would consist of one law enforcement qualified guard (unarmed) posted 7/24/365, and a second qualified guard posted during RFOTC business hours.

Allied Universal Security Services was deemed the best qualified proposer offering unarmed security services personnel and demonstrated having the experience and expertise necessary to provide professional physical security management services. The management services would consist of AUSS providing one full-time equivalent security management professional that meets all of the qualifications and certifications as specified in the Request for Proposals, to be responsible for performing an initial assessment and recommendations for all aspects of physical security and protocols at RFOTC, implementation of applicable recommendations by the OCIAC, and ongoing review of protocol compliance and incident reports.

#### Attachments

- 1. Estimated Annual Increase to Cash Contract City Charges
- 2. Proposed Security Services Agreement with OCSD

Attachment 1

#### Estimated Annual Increase to Cash Contract City Charges

	Option 1: Armed Pl Services by OCSD S 24/7/3 \$1,116,	ecurity Bureau 65	Option 2: Business Hours Armed Security by OCSD Security Bureau; Non-Business Hours Unarmed Security by Allied Universal \$813,640		Option 3: Unarmed Security by Allied Universal 24/7/365 \$518,180	
Contract City	Cost Impact	% of Total Contract Cost	Cost Impact	% of Total Contract Cost	Cost Impact	% of Total Contract Cost
Buena Park	\$25,437	0.20%	\$17,806	0.14%	\$8,903	0.07%
Garden Grove	\$51,069	0.20%	\$34,046	0.14%	\$17,023	0.07%
San Clemente	\$19,685	0.20%	\$13,780	0.14%	\$6,890	0.07%
Santa Ana	\$95,800	0.20%	\$63 <i>,</i> 867	0.14%	\$31,933	0.07%
Seal Beach	\$12,382	0.20%	\$8,667	0.14%	\$4,334	0.07%
Stanton	\$10,144	0.20%	\$7,101	0.14%	\$3,550	0.07%
Tustin	\$17,955	0.20%	\$12,568	0.14%	\$6,284	0.07%
Westminster	\$25,626	0.20%	\$17 <i>,</i> 938	0.14%	\$8,969	0.07%
Total Cash Contract City increases	\$258,098	0.20%	\$175,773	0.14%	\$87,886	0.07%
Portion of the cost increase funded by the SFF	\$650,516		\$429,925		\$222,352	
Total Additional Cost	\$908,614		\$605,698		\$310,238	

Current Annual Cost \$207,942 (Unarmed Security; No Security Management Services)

#### SECURITY SERVICES AGREEMENT BETWEEN THE ORANGE COUNTY FIRE AUTHORITY AND THE COUNTY OF ORANGE

THIS AGREEMENT FOR SECURITY SERVICES ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2021 by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY". OCFA and COUNTY are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

#### RECITALS

WHEREAS, OCFA requires the services of a qualified entity to provide security Guard and Security Management Services, hereinafter referred to as "Project"; and

WHEREAS, the Orange County Sheriff's Department, hereinafter referred to as "SHERIFF," has submitted to OCFA a proposal dated April 22, 2021, incorporated herein by this reference ("Proposal"); and

WHEREAS, based on its experience and reputation, SHERIFF 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 SHERIFF for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to contract with COUNTY and COUNTY agrees to provide professional services as follows:

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#### SECURITY SERVICES

#### 1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, SHERIFF shall 3 provide those services specified in the Scope of Services, attached hereto as Exhibit "A", 4 which includes by reference and by addendum: (1) SHERIFF's Proposal, and (2) any 5 amendments, addendums, change orders, or modifications mutually agreed upon by the 6 parties hereto ("Services" or "Work"). SHERIFF warrants that all Services shall be 7 performed in a competent, professional and satisfactory manner in accordance with all 8 standards prevalent in the same profession in the State of California. SHERIFF represents 9 and warrants that it and all employees, subconsultants and subcontractors providing any 10 Services pursuant to this Agreement shall have a sufficient skill and experience to perform 11 the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In 12 the event of any inconsistency between the terms contained in the Scope of Services, and/or 13 the terms set forth in the main body of this Agreement, the terms set forth in the main body of 14 this Agreement and then the Scope of Services shall govern, in that order. 15

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#### 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.

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#### Licenses and Permits 1.3

SHERIFF 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 23 Agreement.

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#### 1.4 **Familiarity with Work**

By executing this Agreement, SHERIFF warrants that SHERIFF (a) has 25 thoroughly investigated and considered the Work to be performed, (b) has investigated the 26 site of the Work and become fully acquainted with the conditions there existing, (c) has 27 carefully considered how the Work should be performed, and (d) fully understands the 28

facilities, difficulties and restrictions attending performance of the Work under this
Agreement. Should the SHERIFF discover any latent or unknown conditions materially
differing from those inherent in the Work or as represented by OCFA, SHERIFF shall
immediately inform OCFA of such fact and shall not proceed with any Work except at
SHERIFF's risk until written instructions are received from the Contract Officer.

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#### 1.5 Additional Services

If SHERIFF agrees, SHERIFF will perform services in addition to those specified in the Scope of Services when requested to do so in writing by the OCFA Purchasing Manager, provided that SHERIFF shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent (15%) of the agreement amount annually must be approved in writing by the OCFA Purchasing Manager. Any greater increase must be approved in writing by the Executive Committee of the OCFA Board of Directors.

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#### TIME FOR COMPLETION

The time for completion of the Services to be performed by SHERIFF is an essential condition of this Agreement. SHERIFF shall perform regularly and diligently the work of this Agreement according to the schedules set forth in SHERIFF's proposal. SHERIFF 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 SHERIFF. Delays shall not entitle SHERIFF to any additional compensation regardless of the party responsible for the delay.

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#### COMPENSATION OF SHERIFF

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#### 3.1 Compensation of SHERIFF

For the Services rendered pursuant to this Agreement, SHERIFF shall be
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and reimbursed, in accordance with the pricing set forth in the Pricing Sheet, attached
hereto as Exhibit "B," in an amount not to exceed One Million, One Hundred Sixteen
Thousand, Five Hundred Fifty-Six (\$1,116,556) Dollars.

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#### 3.2 Method of Payment

In any month in which SHERIFF wishes to receive payment, SHERIFF shall no later than the first working day of such month, submit to OCFA in the form approved by 3 OCFA's Director of Finance, an invoice for Services rendered prior to the date of the invoice. 4 OCFA shall pay SHERIFF for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of SHERIFF's invoice. 6

#### 3.3 **Changes**

In the event any change or changes in the work is requested by OCFA and agreed to by SHERIFF, 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 to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in SHERIFF'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 SHERIFF'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.

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#### 4.3 **Force Majeure**

The time for performance of Services to be rendered pursuant to this 2 Agreement may be extended because of any delays due to unforeseeable causes beyond 3 the control and without the fault or negligence of SHERIFF, including, but not restricted to, 4 acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, 5 epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe 6 weather if SHERIFF shall within ten (10) days of the commencement of such condition notify 7 the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary 8 delay, and extend the time for performing the Services for the period of the enforced delay 9 when and if in the Contract Officer's judgment such delay is justified, and the Contract 10 11 Officer's determination shall be final and conclusive upon the parties to this Agreement.

#### 4.4 Term

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

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#### **COORDINATION OF WORK**

#### 5.1 **Representative of SHERIFF**

The following principal of SHERIFF is hereby designated as being the principal 19 and representative of SHERIFF authorized to act in its behalf with respect to the work 20 specified herein and make all decisions in connection therewith: Sheriff's Department 22 Captain approved by the Sheriff or his designee.

23 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 24 Agreement. Therefore, the foregoing principal shall be responsible during the term of this 25 Agreement for directing all activities of SHERIFF and devoting sufficient time to personally 26 supervise the Services hereunder. The foregoing principal may be changed to another 27 qualified Captain by SHERIFF without the express written approval of OCFA. 28

#### 5.2 **Contract Officer**

The Contract Officer shall be Patrick Bauer, Property Manager, unless otherwise designated in writing by OCFA. It shall be SHERIFF's responsibility to keep the 3 Contract Officer fully informed of the progress of the performance of the Services and 4 SHERIFF shall refer any decisions that must be made by OCFA to the Contract Officer. 5 Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the 6 approval of the Contract Officer. 7

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

5.3.1 No Subcontracting Without Prior Approval. The experience, knowledge, capability and reputation of SHERIFF, its principals and employees, and the 10 SHERIFF Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, COUNTY shall not contract with any other entity to perform in whole 12 or in part the Services required hereunder without the express written approval of OCFA. 13

5.3.2 Provisions in the Event Subcontractor(s) Are Authorized. lf COUNTY is authorized to subcontract any part of the Services as provided in Section 5.3.1, COUNTY 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 COUNTY. OCFA will deal directly with and will make all payments to SHERIFF. Nothing contained in this Agreement shall create any contractual relationships COUNTY shall ensure that all subcontractor between any subcontractor and OCFA. 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. 24 OCFA shall have the right to withhold payment from SHERIFF for Services performed by any 25 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 27 satisfied. 28

1 2 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. In the event of any unapproved transfer, including any bankruptcy proceeding, this
 Agreement shall be void. No approved transfer shall release COUNTY or any surety of
 COUNTY from any liability hereunder without the express written consent of OCFA.

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#### 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, 9 an OCFA employee. During the performance of this Agreement, SHERIFF and its officers, 10 employees, and agents shall act in an independent capacity and shall not act as OCFA 11 officers or employees. SHERIFF will determine the means, methods and details of 12 performing the Services subject to the requirements of this Agreement. The personnel 13 performing the Services under this Agreement on behalf of SHERIFF shall at all times be 14 under SHERIFF's exclusive direction and control. Neither OCFA nor any of its officials, 15 officers, employees, agents or volunteers shall have control over the conduct of SHERIFF or 16 17 any of its officers, employees, or agents, except as set forth in this Agreement. SHERIFF, its officers, employees or agents, shall not maintain a permanent office or fixed business 18 location at OCFA's offices. OCFA shall have no voice in the selection, discharge, 19 supervision, or control of SHERIFF's officers, employees, representatives or agents or in 20 fixing their number, compensation, or hours of service. SHERIFF shall pay all wages, 21 22 salaries, and other amounts due its employees in connection with the performance of 23 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, 24 unemployment compensation, workers' compensation, and other similar matters. OCFA 25 shall not in any way or for any purpose be deemed to be a partner of SHERIFF in its 26 27 business or otherwise a joint venturer or a member of any joint enterprise with SHERIFF.

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5.4.2 SHERIFF 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 SHERIFF, its officers,
employees, or agents, in connection with the performance of any Work or Services under this
Agreement. Except for the cost of services paid to SHERIFF as provided for in this
Agreement, OCFA shall not pay salaries, wages, or other compensation to SHERIFF for the
performance of any Work or Services under this Agreement.

## 5.5 Employee Retirement System Eligibility Indemnification

**5.5.1** In the event that SHERIFF or any employee, agent, or subcontractor of SHERIFF 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, SHERIFF 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 SHERIFF or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.

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

**6.** 

## **INSURANCE AND INDEMNIFICATION**

6.1 <u>Compliance with Insurance Requirements</u>. COUNTY is self-insured and shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, all insurance required under this section.

6.2 Types of Insurance Required. Without limiting the indemnity provisions set 1 forth in this Agreement, COUNTY shall obtain and maintain in full force and effect during the 2 term of this Agreement, including any extension thereof, the following policies of insurance: 3

6.2.2 Commercial General Liability Insurance. COUNTY shall maintain, in 4 full force and effect throughout the term of this Agreement, a Program of Self-Insurance 5 covering CGL on an "occurrence" basis, including property damage, bodily injury and 6 personal & advertising injury with limits no less than million dollars (\$5,000,000.00) per 7 occurrence and five million dollars (\$5,000,000.00) aggregate. If a general aggregate limit 8 applies, the general aggregate limit shall be no less than five million dollars (\$5,000,000.00). 9 Coverage for products and completed operations is required with limits no less than five 10 million dollars (\$5,000,000.00 aggregate. COUNTY shall maintain CGL insurance with perclaim, aggregate and products and operations completed limits no lower than the minimum 12 CGL coverage limits set forth above. 13

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

6.2.4 Workers' Compensation Insurance. COUNTY shall obtain and 19 maintain, in full force and effect throughout the term of this Agreement, a Program of Self-20 Insurance for Workers' Compensation with limits no less than one million dollars 21 (\$1,000,000.00), and in compliance with all other statutory requirements applicable in the 22 State of California. COUNTY hereby waives on its own behalf, all rights of subrogation 23 against the OCFA, its board members, officials, officers, employees, agents and volunteers. 24

6.2.4.1 If subconsultants or subcontractors are used, COUNTY shall 25 require each of its subconsultants and subcontractors, if any, to waive all rights of 26 27 subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers'

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compensation insurers waiving all rights of subrogation, against the OCFA, its board
 members, officials, officers, employees, agents and volunteers.

**6.2.4.2** COUNTY 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 Specific Insurance Provisions

**6.3.1.1 Additional Insured**: The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be named as an Indemnified Party on the County's Certificate of Self-Insurance.

**6.3.1.2 Primary, Non-Contributing**. County's Program of Self-Insurance shall 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 self-insurance.

6.4 <u>Waiver of Subrogation</u>. COUNTY hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

**6.4.1 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 COUNTY 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 shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

6.5 <u>Evidence of Coverage</u>. Concurrently with the execution of the Agreement,
 COUNTY shall deliver a Certificate of Self-Insurance as evidence of the insurance required
 to be maintained by COUNTY by this Section 6.

6.6 <u>Requirements Not Limiting</u>. No representation is made that the minimum
insurance requirements of this Agreement are sufficient to cover the obligations of COUNTY
under this Agreement. Nothing in this section shall be construed as limiting in any way the
indemnification provision contained in this Agreement.

**6.7** <u>Enforcement of Agreement (Non-Estoppel)</u>. COUNTY acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform COUNTY 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.

**6.7.1 Delivery of Evidence of Subcontractor Insurance**. Upon request of OCFA, COUNTY shall deliver to OCFA all certificates of insurance required from subcontractors and subconsultants. (Note: COUNTY'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.)

**6.8** <u>Other Insurance Requirements</u>. The following terms and conditions shall apply to the insurance policies required of COUNTY and its subconsultants and subcontractors, if any, pursuant to this Agreement:

6.8.1 It is COUNTY's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and COUNTY 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.

6.8.2 COUNTY 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 SHERIFF, provide the same minimum insurance coverage required of COUNTY.
 COUNTY 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.

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COUNTY 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.

6.8.3 COUNTY 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.

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6.12.1 COUNTY, its officers, agents, employees, subcontractors and 9 independent contractors shall not be deemed to have assumed any liability for the 10 negligence or any other act or omission of OCFA or any of its officers, agents, employees, 11 subcontractors or independent contractors, or for any dangerous or defective condition of any 12 work or property of OCFA. OCFA shall indemnify and hold harmless COUNTY and its 13 elected and appointed officials, officers, agents, employees, subcontractors and independent 14 contractors from any claim, demand or liability whatsoever based or asserted upon the 15 condition of any work or property of OCFA, or upon any act or omission of OCFA, its elected 16 17 and appointed officials, officers, agents, employees, subcontractors or independent contractors, related to this Agreement, for property damage, bodily injury or death or any 18 other element of damage of any kind or nature, and OCFA shall defend, at its expense 19 including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its 20 elected and appointed officials, officers, agents, employees, subcontractors and independent 21 contractors in any legal action or claim of any kind related to this Agreement based or 22 asserted upon such condition of work or property, or alleged acts or omissions. 23

6.12.2 OCFA, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of COUNTY or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any work or property of COUNTY. COUNTY shall indemnify and hold harmless OCFA and its

elected and appointed officials, officers, agents, employees, subcontractors and independent 1 contractors from any claim, demand or liability whatsoever based or asserted upon the 2 condition of any work or property of COUNTY, or upon any act or omission of COUNTY, its 3 elected and appointed officials, officers, agents, employees, subcontractors or independent 4 contractors, related to this Agreement, for property damage, bodily injury or death or any 5 other element of damage of any kind or nature, and COUNTY shall defend, at its expense 6 including attorney fees, and with counsel approved in writing by OCFA, OCFA and its elected 7 and appointed officials, officers, agents, employees, subcontractors and independent 8 contractors in any legal action or claim of any kind related to this Agreement based or 9 asserted upon such condition of work or property, or alleged acts or omissions. 10

6.12.3 If judgment is entered against OCFA and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either party related to this Agreement, OCFA and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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## **RECORDS AND REPORTS**

#### 7.1 **Reports**

SHERIFF 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

SHERIFF shall keep such books and records as shall be necessary to properly 22 perform the Services required by this Agreement and enable the Contract Officer to evaluate 23 the performance of such Services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including 24 the right to inspect, copy, audit and make records and transcripts from such records. 25

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#### 7.3 **Ownership of Documents**

All drawings, specifications, reports, records, documents and other materials 27 prepared by SHERIFF in the performance of this Agreement shall be the property of OCFA 28

and shall be delivered to OCFA upon request of the Contract Officer or upon the termination
of this Agreement, and SHERIFF 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. SHERIFF may retain copies of such documents for its
own use. SHERIFF shall have an unrestricted right to use the concepts embodied therein.

## ENFORCEMENT OF AGREEMENT

## 8.1 <u>California Law</u>

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 COUNTY covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

## 8.2 <u>Waiver</u>

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waive or render unnecessary OCFA's consent to or approval of any subsequent act of COUNTY. 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.

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## 8.3 <u>Rights and Remedies are Cumulative</u>

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.

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## 8.4 Legal Action

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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 <u>Termination Prior to Expiration of Term</u>

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days written notice to SHERIFF, except that where termination is due to the fault of the SHERIFF 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, SHERIFF shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. SHERIFF 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.

SHERIFF may terminate this Agreement, with or without cause, upon ninety (90) days written notice to OCFA.

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## 8.6 Termination for Default of SHERIFF

If termination is due to the failure of SHERIFF to fulfill its obligations under this Agreement, OCFA may take over the work and perform the same to completion by contract or otherwise, and SHERIFF 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 SHERIFF for the purpose of set-off or partial payment of the amounts owed to OCFA.

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## 8.7 Each Party Responsible for Own 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, each party will be responsible for their own legal fees and costs associated with any litigation that may occur.

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

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

No officer or employee of OCFA shall be personally liable to SHERIFF, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which 3 may become due to SHERIFF or its successor, or for breach of any obligation of the terms of 4 this Agreement.

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

SHERIFF covenants that, by and for itself, its assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the 8 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 10 ancestry. SHERIFF 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, 12 or ancestry. 13

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## **MISCELLANEOUS PROVISIONS**

#### 10.1 Notice

Any notice, demand, request, consent, approval, or communication either party 17 desires or is required to give to the other party or any other person shall be in writing and 18 either served personally or sent by pre-paid, first-class mail to the address set forth below. 19 Either party may change its address by notifying the other party of the change of address in 20 writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing 21 22 if mailed as provided in this Section.

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Orange County Fire Authority 24 Attention: Sara Kennedy 25 1 Fire Authority Road 26

# Irvine, CA 92602

## WITH COPY TO:

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

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1 2 To SHERIFF: Orange County Sheriff's Department 3 Attention: Contract Representative 4 550 N. Flower St. 5 Santa Ana, CA 92703 6 7 10.2 Integrated Agreement 8 This Agreement contains all of the agreements of the parties and cannot be 9 amended or modified except by written agreement. 10 10.3 Amendment 11 This Agreement may be amended at any time by the mutual consent of the 12 parties by an instrument in writing. 13 10.4 Severability 14 In the event that any one or more of the phrases, sentences, clauses, 15 paragraphs, or sections contained in this Agreement shall be declared invalid or 16 17 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, 18 paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of 19 the parties hereunder. 20 10.5 Authority 21 The persons executing this Agreement on behalf of the parties hereto warrant 22 23 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 24 Agreement. 25  $\parallel$ 26 27  $^{\prime\prime}$ 28  $\parallel$ 

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2	//	
3	IN WITNESS WHEREOF, th	e parties have executed this Agreement as of the
4	dates stated below.	
5		NTY FIRE AUTHORITY
6	BY:	
7	Sara Kennedy, CPPB	
8	Purchasing Manager	
9	DATE:	
10		
11	APPROVED AS TO FORM:	ATTEST:
12	RV.	
13	BY: David E. Kendig	Maria D. Huizar
14	General Counsel	Clerk of the Board
15	DATE:	DATE:
16	<i>"</i>	
17	"ORANGE COUNTY	SHERIFF'S DEPARTMENT
18	BY:	
19	Don Barnes	
20	Sheriff-Coroner	
21	DATE:	
22		
23	COUNTY OF ORANGE:	
24		
25	BY:	
26	Chairman of the Board of Supervisors County of Orange, California	
27		
28	SIGNED AND CERTIFIED THAT A COPY TO THE CHAIR OF THE BOARD PER G.C	OF THIS AGREEMENT HAS BEEN DELIVERED C. Sec. 25103, Reso 79-1535
	1625667.1	

1	Attest:	
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3 4	Robin Stieler, Clerk of the Board County of Orange, California	APPROVED AS TO FORM: Office of the County Counsel
4 5		County of Orange, California
5 6		BY: Deputy
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8		DATED:
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## Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors Meeting January 27, 2022

Agenda Item No. 3B Discussion Calendar

## **Organizational Service Level Assessment Update**

# Contact(s) for Further InformationLori Zeller, Deputy Chieflorizeller@ocfa.org714.573.6020Administration & Support Bureaurobert Cortez, Assistant Chiefrobertcortez@ocfa.org714.573.6012Business Services Departmentrobertcortez@ocfa.org714.573.6012

## **Summary**

This agenda item is submitted to provide a progress update on the Service Level Assessments (SLAs) for Field Deployment, Emergency Medical Services, Emergency Command Center, Fleet Services, and Executive Management/Human Resources which were completed by Citygate as part of the first phase of assessments in 2020. In addition, this agenda item provides the results of the SLAs for the Business Services and the Community Risk Reduction Departments completed as part of the second and final phase of the Citygate assessment project.

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

At its regular November 15, 2018, meeting, the Executive Committee awarded a Master Consulting Agreement with Citygate Associates, LLC, the number one ranked firm in the OCFA's Request for Qualifications (RFQ) process for as-needed organizational service level review consulting services.

At its regular January 9, 2019, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of Citygate's scope of work, associated costs, and proposed budget.

At its regular January 24, 2019, meeting, the Board of Directors approved Citygate's initial scope of work, associated costs, and necessary budget adjustments for performance of SLAs in five areas of the OCFA during 2019.

At its regular meeting on September 24, 2020, the Board of Directors approved the recommended actions to receive and file the results and final reports for Field Deployment, Emergency Medical Services, Emergency Command Center, Fleet Services and Executive Leadership/Human Resources. Furthermore, the Board of Directors also approved the issuing of Purchase Orders to Citygate Associates, LLC to conduct SLAs for the Business Services Department and the Community Risk Reduction Department and corresponding budget adjustments.

On November 10, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by 4-0 vote (Director Kuo abstained and Directors Bourne, Hasselbrink, O'Neill, and Muller absent).

On November 18, 2021, the Board of Directors approved by a vote of 21-0 (Director Hernandez abstained, Directors Bourne, Rains, and Sachs absent) to return this item to the Board of Directors for a presentation.

## **RECOMMENDED** ACTION(S)

- 1. Receive and file the Citygate Organizational Service Level Assessment (SLA) update for Field Deployment, Emergency Medical Services, Emergency Command Center, Fleet Services, and Executive Leadership/Human Resources.
- 2. Receive and file the Citygate Organizational Service Level Assessment (SLA) results presentation and final reports for the Business Services Department and the Community Risk Reduction Department.

**Impact to Cities/County** Not Applicable.

## **Fiscal Impact**

None.

## Background

Following a 2018 RFQ process, Citygate Associates, LLC (Citygate) was selected and ultimately awarded a 3-year term agreement, with two additional one-year options, to perform as-needed organizational service level review consulting services for OCFA. Citygate is a firm that provides management consulting to a full array of local government functions, with particular emphasis on fire protection, law enforcement, community development, public works, animal services, and human resources.

Five organizational SLA areas, also known as cost centers, were identified as part of the first phase of the Citygate SLA project and approved for review by the Budget & Finance Committee and the Board of Directors in 2019. The first phase of the SLAs included: Emergency Command Center (ECC), Emergency Medical Services (EMS), Fleet Services, Field Deployment (Standards of Cover), and Executive Leadership Team/Human Resources. These assessments were intended to accomplish the same objectives as a strategic plan, but in smaller pieces, and allow for progress to be made on identified objectives, while other portions of the organization are still being assessed. Each SLA evaluates, at a forensic data-driven level, the operational performance of the cost centers, not just compared to national and Citygate team best practices, but to the needs of the OCFA, its employees and its agency customers. Each SLA is a stand-alone assessment report, that will cover elements assessed, the operational metrics, and describe strengths and areas of opportunity.

The results of the first phase of the SLA reviews were approved by the Budget & Finance Committee and the Board of Directors at their respective meetings in September of 2020. Since then, staff has been working towards implementing Citygate's recommendations that do not require an increase in costs to the organization. A listing of Citygate SLA recommendations and status updates is provided in Attachment 1.

In following with the Chief's recommendation to perform reviews of other areas of the organization, the Fire Chief and Executive Management Team identified the second and final phase of SLAs to be performed by Citygate. The second and final phase includes SLAs for the Business Services Department and the Community Risk Reduction Department which the Board of Directors authorized at its September 24, 2020 meeting. As of October 21, 2021, Citygate has completed the SLA reviews for both the Business Services and Community Risk Reduction Departments. These final reports are included as Attachments 2 and 3.

## Attachment(s)

- 1. Citygate SLA Recommendations and Status Update
- 2. Business Services Department Final SLA
- 3. Community Risk Reduction Department Final SLA

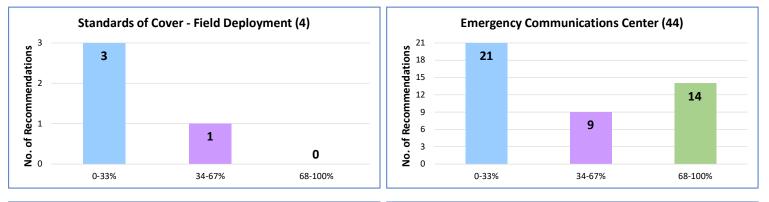
01/27/22 Board of Directors Meeting - Agenda Item No. 3B

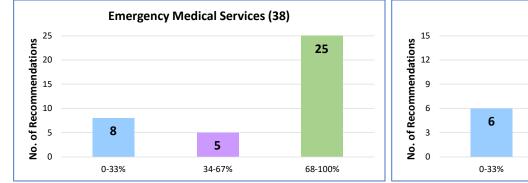
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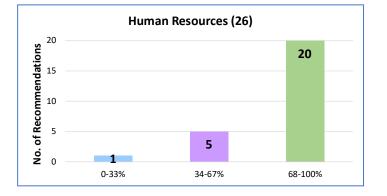
68-100%

## Orange County Fire Authority Service Level Assessment Recommendations Status Summary – November 2021

This summary overview provides the status of recommendations within each Service Level Assessment (SLA). Additional details are included in the attached SLA Recommendations Status Report.





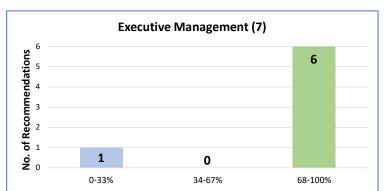


## Percentage Completed Color Key:

0-33% Steps to carry out the recommendation are in early development.

34-67% The recommendation is currently being implemented.

68-100% Significant progress has been made towards the completion of the recommendation or recommendation has been fully implemented.



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34-67%

Fleet (24)



## ORANGE COUNTY FIRE AUTHORITY Citygate Service Level Assessments Recommendations Status Report - November 2021

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
	Stand	ards of Cove	er – Field De	ployment Service Leve	el Assessment		
1.1	Adopt updated Board of Directors deployment measures. (pg. 9)	No	No	Emergency Ops Bureau	While not yet adopted, staff is using the updated deployment measures to evaluate performance.		20%
1.2	Reduce turnout times to 2:00 minutes or less, 90 percent of the time. (pg. 10)	No	No	Field Operations	In progress.		50%
1.3	<ul> <li>As soon as finances allow, OCFA should add:</li> <li>A ladder truck to Station 56 (moving the ladder to Station 32 is a given).</li> </ul>	12	Yes	Field Operations	<ul> <li>Completed the improvement of ladder truck coverage for Station 32 July 2020 (non-cost item).</li> </ul>		15%
	• Five float engines (or four engines and one ladder truck) 24/7/365 to support peak-hour, high-activity areas, training backfill, and immediate third alarm strike force or special event staffing. (pg. 10)	60	Yes		<ul> <li>Balance of the recommendation is pending future financial feasibility and prioritization.</li> </ul>		0%
	Addi	tional Field	Deployment	Service Level Assessm	ient Options		
1.4	<ul><li>Options to Improve Deployment</li><li>Relocate Station 10. (pg. 5)</li></ul>				• Station 10, In progress.		10%
	<ul> <li>Add Station 12 to improve capacity and coverage west of Station 22. (pg. 5)</li> </ul>	12	Yes		• Station 12, In progress.		10%
	• Add Station 52 to add coverage. (pg. 5)	12	Yes		• Station 52, In-progress.		
	<ul> <li>Improved ladder truck coverage for Stations 19, 24, 48, 56, and 32. (pg. 5)</li> </ul>	36	Yes		• Completed the improvement of ladder truck coverage for Station 32 (see 1.3). Other Stations are pending future financial feasibility and prioritization.		5%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
	• Call processing times to 90 percent of the fire and EMS incidents at 1:19 minutes are faster that Citygate's and the National Fire Protection Association's recommendation of 1:30 minutes where no language or location identification barriers exist. (pg.8)	No	No		<ul> <li>Completed, call processing times included with monthly compliance reports. efforts will be ongoing.</li> </ul>	7/2019	100%
	Emerge	ency Commi	unications C	enter (ECC) Service Lev	el Assessment		
2.1	<ul> <li>Add 10 new dispatch positions to the ECC. (pg.1)</li> <li>Increased authorized FTE FCD count from 32 to 42</li> <li>FCDs. Overall, the increase in staff may address:</li> <li>The ongoing need to backfill shifts and assign overtime.</li> <li>Decrease overtime to allow the 12-hour shift schedule to be fully realized by staff so that this shift configuration can be fully evaluated as to effectiveness, retention, and performance. (pg. 53)</li> </ul>	10	Yes	ECC	Pending future financial feasibility and prioritization.		0%
2.2	Increase supervisor positions from six to seven by eliminating an existing Senior Fire Communication Supervisor classification. (pg. 1)	No	No	ECC	Completed. Reallocation of position is on a temporary basis.	10/2020	100%
2.3	Reconfigure shift days off in the shift rotation in order to provide the opportunity for all ECC to have some weekend time off. (pg. 2, 57)	No	No	ECC	Negotiation of modified MOU terms with OCEA are currently underway.		0%
2.4	Add a management analyst to the ECC structure to effectively develop and facilitate change- management processes. (pg. 2)	1	Yes	ECC	Pending future financial feasibility and prioritization.		0%
2.5	Reconfigure existing personnel, or modify/rotate assignments, to create a more formal CQI Unit. (pg. 3)	No	No	ECC	Completed. However, efforts will be ongoing. ECC Administrative Supervisor assigned to CQI Unit with Nurse Educator and Medical Director.	10/2020	100%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
2.6	OCFA should source and establish a backup location and equip it with ECC equipment that will facilitate continuity of operations and remote connectivity options. (pg. 4)	No	No	ΙŢ	<ul> <li>This project had already been approved in the 5- year CIP prior to the Citygate recommendation and is in process for build-out of a back-up dispatch location at the OCFA's US&amp;R Warehouse.</li> <li>ECC is currently working with the vendor Kitchell that has been retained to complete a feasibility study for layout and equipment needed. Once feasibility study is complete, Executive Management will review the project for approval to move forward.</li> </ul>		50%
2.7	Evaluate the organization and reporting structure for the EPAC unit to identify the need for additional personnel to work under the assigned division chief. (pg. 40)	1	Yes	ECC	Pending future financial feasibility and prioritization. The EPAC position requires significant time commitment. The EPAC position will require (1) Full Time Battalion Chief or higher dedicated to this position.		5%
2.8	Establish a role of each position assigned to the division, as well as their reporting relationship(s) and responsibilities. Ensure that collateral duties assigned-such as CTO, incident dispatcher, and acting supervisor-are included. (pg. 40)	No	No	ECC	Classification specs have been established.		10%
2.9	Develop an ECC orientation program and mentoring guidelines to administer when the Battalion Chiefs rotate. (pg. 40)	No	No	ECC	Duty Officer Handbook and (3) 8-hour observation shifts have been implemented for new duty officers.	4/2021	100%
2.10	Develop a succession plan for future transitions. Include an analysis of retirement thresholds of existing staff and newly created positions or assignments. (pg. 41)	No	No	ECC	Will be evaluated for future direction.		0%
2.11	Develop career paths for the ECC manager and supervisory staff by creating career-development plans for each and research industry-related (e.g., APCO, NENA, and POST <sup>15</sup> ) training courses pursuant to each position. (pg. 41)	No	Yes	ECC	Will be evaluated for future direction.		0%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
2.12	Develop a data-tracking mechanism, whether it be CAD incidents or other data sources, to capture radio workload per 24x7 console, to determine the increase/decrease of workload over time as jurisdictions are integrated or omitted from the system. Additionally, set workload thresholds for each workstation to assist in the re-balancing of workload, should agencies be added or subtracted for ECC operations. (pg. 43)	No	No	ECC	Will be evaluated for future direction.		0%
2.13	Consider MCP used a mid-point number for attrition, measure if using the mid-point number achieved the needed level of staffing, and operational effectiveness and efficiency. (pg. 53)	No	No	ECC	Will be evaluated for future direction.		0%
2.14	During each shift, ensure that the ECC staff rotates positions so that staff members are not working singular positions for extended periods of time. This wellness provision keeps staff fresh at each position. (pg. 57)	No	No	ECC	This was started but paused for COVID protocols. Staff is rotated on a daily basis.		10%
2.15		No	No	ECC	Will be evaluated for future direction.		0%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
2.16	Plan that is invoked if staffing levels reach critical minimums. This threshold can be identified by the OCFA, but generally, elements include the agency's inability to staff to a minimum level without assigning excessive amounts of overtime (forced or voluntary). Excessive overtime is also agency defined. When manageable staffing levels are reached, which decreases mandatory overtime and backfill, the plan will be discontinued. This plan should include the following, but is not limited to:	No	No	ECC	Preliminary evaluation of this contingency plan has been completed and efforts are ongoing to fully develop this plan. Currently ECC does evaluate vacancies in the center that can be managed in manner that do not result in excessive overtime for ECC staff.		60%
	<ul> <li>Consider eliminating the overlap shifts and reassign personnel to strictly the 7:00 a.m. or 7:00 p.m. shifts to establish predictable hours of backfill and a predictable pool of people to allocate time to, easing schedule complexity.</li> </ul>				<ul> <li>Considered and not conducive to peak call volumes. Will be evaluated for further direction.</li> </ul>		0%
	<ul> <li>Assign administrative supervisors to a minimum number of hours on predetermined days to provide meal and break relief.</li> </ul>				<ul> <li>Completed. Modified from proposal.</li> </ul>	6/2021	100%
	<ul> <li>Identify average low-call-volume periods and decrease staffing levels to reduce forced and voluntary overtime (determine if radio positions can be combined of whether a call-taker is needed during certain time of day).</li> </ul>				• Completed. Modified from proposal.	6/2021	100%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
2.16	<ul> <li>Determine if a system that allows at least two days on the upcoming month's schedule where staff will not be forced to work overtime unless it is the last resort. If it is the last resort, a face-to-face explanation needs to be provided to them.</li> <li>Consult with HR and study the use of earned compensatory time. Under the contingency staffing plan, the ability to earn compensatory time should be suspended in lieu of cash payment to prevent staff from accumulating compensatory time for which it is difficult to provide requisite time off.</li> </ul>				<ul> <li>Will be evaluated for future direction.</li> <li>Will be evaluated for future direction.</li> </ul>		0%
	• Estimate the use of compensatory time and project both staffing and monetary cash-out. Backfilling a position that is earing time-and-a-half that can be banked results in a revolving process that will keep staffing levels low unless staffing strength is increased to fill the vacancy at straight time. (pg. 57, 58)				• Will be evaluated for future direction.		0%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
2.17	Initiate discussions with regional ECC leaders to gauge interest and feasibility in developing regional training opportunities. (pg. 67)	No	No	ECC	Region 1 ECC's have reestablished quarterly meetings. Training sessions are currently being discussed.		50%
2.18	Ensure that CTO core competencies are being met through the selection process and offer continuing education to CTOs when available. (pg. 67)	No	No	ECC	Completed. However, efforts will be ongoing. CTO program established with certification class.	1/2020	100%
2.19	Implement formal CTO program oversight and ensure that best practices are being applied in comparison to industry standards. (pg. 67)	No	No	ECC	Completed. However, efforts will be ongoing.	1/2020	100%
2.20	Review CBD or EMD academy time frames and extend them to maximize role-play and scenario- based testing. Continue to use a building-block approach to ensure student retention and understanding of medical terminology and add new content as a QA program and testing. (pg. 67)	No	No	ECC	Completed. However, efforts will be ongoing and re-evaluated after every academy.	7/2019	100%
2.21	Revisit broadcast delivery sequencing to ensure that all information has been received in the field and to measure policy compliance. (pg. 75)	No	No	ECC	Will be evaluated for further direction.		0%
2.22		No	No	ECC	Multiple SOP's in ECC have been updated/revised. Training advisories are distributed anytime there has been a change in any operational change in the ECC.	8/2019	100%
2.23	Engage field operations and regional partners to review existing reginal and/or countywide response plans (e.g., CAD-to-CAD rules) and develop new plans to further cooperation with allied agencies. (pg. 75)	No	No	ECC/Field Operations	Will be evaluated for further direction.		0%
2.24	Complete review of the Metro Net Fire EMD Plus program in 2020 and choose to start forward with implementation for the OCFA or go out to the national marketplace to review and procure a different solution for CBD that can be integrated into the CAD software for prompt workflow function as well as meeting patient care needs. (pg. 75)	No	Yes	IT/EMS	In progress. Pre-March 2020, OCFA regularly met with MetroNet to receive updates and feedback on their EMD Plus program. OCFA is currently with IT to develop an electronic EMD program tailored to OCFA's operational, IT, and CAD software environment.		50%

2.25	<ul> <li>Review the NHTSA model for EMD programs and construct an in-house program that involves all OCFA stakeholders:</li> <li>Ensure that best practices regarding program</li> </ul>	No	No	EMS	<ul> <li>Completed. From recruitment of dispatch</li> </ul>	100%
	administration, duties and responsibilities are detailed and upheld to prevent bad habits from being formed from the start.				candidates, during their entire training, while on probation, and during their entire career, dispatchers are given clear duties, expectations, appropriate quality assessment and quality improvement interventions consistent with nationally accepted standards.	
	<ul> <li>Reinforce program administration details with SOPs.</li> </ul>				<ul> <li>Completed. Program details and expectations are delineated in the ECC Handbook on which each dispatcher is trained and tested as part of their academy and continuing education and certification.</li> </ul>	100%
	• To the best of the OCFA's ability, ensure countywide alignment to achieve consistent and uniform pre-response patient care. (pg. 75)				<ul> <li>OCFA routinely meets with MetroNet dispatching agency to align dispatching procedures, protocols, and pre-arrival instructions. Due to reduced frequency of meetings due to COVID-19, both agencies are working to re-establish previous ongoing collaborative relationships.</li> </ul>	90%
	• When considering a product for EMD delivery, ensure that proper product support for both manual and automated systems is maintained so that the OCFA continually receives updates, enhancements and protocol changes; such e-PCR or other records management systems (RMS). (pg. 75)				<ul> <li>Completed. OCFA's EMD product is continually updated, and protocols are evaluated in order to comply with OCEMSA, state, and national standards. The EMD interfaces with extant record management systems within the organization.</li> </ul>	100%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
2.26	MCP recommends two QA/QI specialists, with an evaluation at the six-month mark to determine whether a third person is needed. Ideally, these specialists will provide QZ analysis and feedback to ECC staff on low medical acuity calls and fire dispatch operations. By adding the fire QA processes, low acuity analysis and feedback, and high acuity analysis and feedback from the Nurse Education, these combinations result in the creation of a QA Unit. (pg. 81)	2	Yes	ECC	Pending future financial feasibility and prioritization.		0%
2.27	MCP recommends the newly formed QA Unit include quality performance measurements via a customer satisfaction instrument. (pg. 81)	No	No	ECC	Will be evaluated for further direction.		0%
2.28	<ul> <li>Ensure that performance indicators are distinguished from measurements and that adjustments are made in alignment with national and local standards.</li> <li>Include the following at a minimum:</li> <li>Measurement of all fire and medical life-safety call types to indicate PSAP performance. In doing so, develop mechanisms to correlate medical life-safety call types with field-outcome data to identify patient survivability.</li> <li>Analyze how structure-fire call-processing times are being measured and adjust as needed.</li> <li>Analyze "call received" benchmarking to determine relevance to total call-processing statistics.</li> <li>Determine the value of developing qualitative measures for ECC's PSAP. (pg. 81)</li> </ul>	No	No	ECC	Completed. However, efforts will be ongoing. ECC prepares monthly reports for ECC compliance with national and state standards.	1/2020	100%
2.29		No	No	ECC	In progress. Monthly training in place. Working on annual calendar for in service training.	1/2020	75%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
	attendance, conduct and effectiveness measurement. (pg. 85)						
2.30	Reestablish the incident communications program. (pg. 85)	No	No	ECC	Completed. However, efforts will be ongoing. ECC achieved completing qualifications for multiple ECC staff members, and many more are in a trainee status. Multiple ECC staff members have been deployed to assist with Incident Communications.	1/2021	100%
2.31	Refine and maintain an ongoing regular program of positive feedback to the telecommunicators, outside of national Telecommunicators week. (pg. 85)	No	No	ECC	In progress.		50%
2.32	Offer customer-service training three hours each year, at a minimum. (pg. 86)	No	No	ECC	In progress. This is included with updates to CQI program.		50%
2.33	Consider a customer-satisfaction survey or another mechanism for customer input. Collaboratively, develop mechanisms to foster relationships between field personnel and the ECC staff. Extend that effort to ensure that the public can provide input about ECC services. (pg. 86)	No	No	ECC	Completed. However, efforts will be ongoing. Program is managed by Clerk of the Authority.	9/2021	100%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
2.34	<ul> <li>Design, collaborate, develop, and implement a strategic technology master plan for:</li> <li>Optimizing current ECC equipment, to include the CAD and notification systems, etc.</li> <li>Evaluating current ECC technology for its necessity, applicability and utility.</li> <li>Conducting research and development for emerging fire service and communications technology and include it in the technology master plan.</li> <li>Assessing lifecycles of all technologies used by the OCFA ECC and include a replacement plan for all technologies that impact ECC operations.</li> <li>Include a CAD SME that could be a lateral FCD assignment who reports to a systems supervisor or an external contractor. (pg. 93)</li> </ul>	No	Yes	IT	ECC and IT staff closely collaborate in weekly status meetings on any technology and proposed changes or upgrades are reviewed for applicability and utility. Dedicated IT staff develop technology upgrades and monitor industry changes and advances. A formal strategic technology master plan for ECC will be developed.		0%
2.35	<ul> <li>Assess CAD system optimization, maintenance, server capacity and storage, disaster recovery and failover:</li> <li>Hire a third-party that is vendor agnostic to assess what is good and working well, and what needs improvement and enhancement. Once completed, determine the level of training the ECC staff will need and identify the ECC SMEs to be trained in a "train-the-trainer" format so that they can be individually train staff and/or conduct training in a group setting. (pg. 93)</li> </ul>	No	No	IT	In progress. 3 <sup>rd</sup> party not hired for hardware assessment. Internal reviews and upgrades are an on-going best practice. ECC trains and uses internal SMES's for train-the-trainer. Disaster Recovery sites identified and site improvements in-process to establish DR capability at FS43 and US&R warehouse.		50%
2.36		No	No	ECC	In progress. Waiting on Next Generation 911 and loud based CPE approval. OCFA agrees to await NG911 implementation before acquiring NG911 telephony system. NG911 Network hardware and data lines installation by LUMEN (authorized CALOES vendor) in process.		50%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
2.37	Collaborate with relevant stakeholders for the development of governance of the CAD-to-CAD solution. (pg. 93)	No	No	IT	Completed. The CAD2CAD Cost Sharing Agreement was revised Feb 21, 2021 between OCFA, Metronet, Costa Mesa, Laguna Beach for the ongoing licensing and cost sharing.	2/2021	100%
2.38	Consult with CentralSquare regarding creation of a relation table that allows a unit field to accommodate a sub-addressing convention and a feature to enable multiple address points for a single structure. (pg. 97)	No	Yes	IT	Scope of system modifications and project timeline will be developed.		0%
2.39	Discuss with CentralSquare increasing mapping updated to address the inconsistency with local applications. (pg. 97)	No	No	IT	Scope of system modifications and project timeline will be developed.		0%
2.40	Consider a succession plan for the ECC GIS specialist. (pg. 97)	No	No	IT/ECC	Currently ECC has 1 FT dispatch position partnering with GIS staff for address maintenance, new addresses, etc.		0%
2.41	Monitor the utilization of each commercial IT link to identify if there is a sufficient capacity to handle traffic if one link fails. This evaluation will determine if enough bandwidth is available to carry the load without degradation of service. (pg. 101)	No	No	IT	Completed. The OCFA uses COGENT which includes 2 circuits (ATT, COX) rated at 500MB each for aggregate 1GB. Either circuit could support OCFA's needs temporarily if the other fails.	6/2019	100%
2.42	Evaluate specifications and conditions of the existing generator to NFPA 1221, section 4.7.4 and NFPA 70. (pg. 101)	No	Yes	ECC/Property Management	Included in 5 – year capital budget to upgrade generator and add 2 <sup>nd</sup> / backup generator.		0%
2.43	Conduct a cost/benefit analysis for installing a diverse path for AT&T's network into the ECC when the State IP infrastructure is extended to the Orange County area. (pg. 101)	No	No	IT	CALOES is currently installing Next Generation 911 equipment data lines and equipment in OCFA data center.		20%
2.44	Source and equip a backup location for the ECC to facilitate continuity of operations and remote connectivity options. (pg. 101)	No	No	IT	Alternative Dispatch locations have been established at Fire Station 43 for short term emergency dispatching and US&R warehouse for long-term emergency dispatching. This includes an AT&T connection to transfer 9-1-1 calls.		50%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
	Eme	ergency Mea		s (EMS) Service Level A	Assessment		
3.1	<ul> <li>Build a robust quality management program, consistently applied by all CQI reviewers, around three themed:</li> <li>System evaluation</li> <li>Quality improvement</li> <li>Patient safety / sentinel events (pg. 22)</li> </ul>	No	No	EMS	Completed. The EMS Department has revised the CQI plan and has developed a standard template for patient care report reviews.	6/2021	100%
3.2	The Department needs to develop core, tertiary, and ad hoc performance indicators to effectively measure performance. These <b>indicators need to be</b> <b>the foundation of OCFA's quality management</b> program. (pg. 22)	No	No	EMS	In progress. The EMS department is identifying measures to assure CQI is being done consistently among staff members.		80%
3.3	Design a quality management program and CQI plan that will drive performance evaluation and use evidence-based empirical data to drive decisions in the department. (pg. 22)	No	No	EMS	Completed. The CQI plan has been revised and updated. It has been approved by OCEMS.	6/2021	100%
3.4	<ul> <li>Build a CQI plan based on state model guidelines, recognizing that the ability to do so is dependent on increasing the personnel resources available to the Department:</li> <li>CQI team</li> <li>Technical Advisory Group</li> <li>Quality Task Force (pg. 22)</li> </ul>	No	No	EMS	Completed. The CQI plan has been updated to reflect OCEMS and State guidance.	6/2021	100%
3.5	<ul> <li>Create a Quality Task Force to design evidence-based quality indicators to:</li> <li>Meet state and local guidelines</li> <li>Meet best practices using evidence-based indicators</li> <li>Measure performance (pg. 22)</li> </ul>	No	No	EMS	Completed. The EMS Department has been restructured and a Quality Management Division has been established.	6/2021	100%
3.6	Develop evidence-based indicators that measure the quantity and quality of feedback provided to paramedics. This ensures both positive and	No	No	EMS	In progress.		80%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
	constructive feedback is provided consistently. (pg. 22)						
3.7	<ul> <li>Dedicate a data analyst or bio statistician to the quality management program to help build quality indicators and assist in developing presentations of data. This position will assist with root-cause analysis and decision-making models.</li> <li>The quality management program needs to have a full-time data specialist with knowledge and experience with data structure and how to collect and interpret data.</li> <li>The Department needs to develop a system/flow where performance issues can be addressed in a systematic, objective manner. (pg. 22)</li> </ul>	1	Yes	EMS	Pending future financial feasibility and prioritization.		0%
3.8	The EMS Department, organized labor, and the Human Resources Department need to work together to develop and implement "just culture" policies and doctrine within OCFA, especially for the high-volume EMS incidents. <sup>11</sup> (pg. 23)	No	No	EMS/HR	In progress. The program has been designed and initial meetings with labor have taken place.		50%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
3.9	<ul> <li>The CQI team needs a robust CQI electronic data system.</li> <li>OCFA needs to make information technology a priority as it relates to EMS delivery.</li> <li>The Department needs to bolster its information technology role given its involvement in data-driven decisions.</li> <li>The Department needs to utilize its ImageTrend electronic patient care report (ePCR) software to maximize its use.</li> <li>OCFA needs its CQI team to have a full understanding of its ePCR system so it can maximize its use. Include automated functions that audit ePCRs for accuracy and completeness. (pg. 23)</li> </ul>	No	No	EMS	In progress. The EMS Department continues to evaluate IT software which can be utilized to enhance the CQI process.		80%
3.10	The Department needs to revise its standards for documentation. These standards should be based on standards of care, best practices, and County policy where applicable. (pg. 23)	No	No	EMS	In progress. A revision to the Documentation SOP has been submitted into the review process in 9/2021		80%
3.11	The Department needs to develop sound quality indicators to measure patient care documentation to OCFA requirements. Department-wide training and regular publishing the performance data will help personnel comprehend the impacts of their work. (pg. 23)	No	No	EMS	In progress. A revision to the Documentation SOP has been submitted into the review process in 9/2021. This is the first step in developing an accurate measure.		50%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
3.12	<ul> <li>The EMS Department quality management program should include:</li> <li>A Quality Manager from suppression with no less than Captain rank, allowing them to communicate and garner trust with the rank-and-file personnel.</li> <li>The Department should reconfigure the EMS committee to more closely follow state EMS guidelines by utilizing the Quality Task Force Model. The EMS committee should be renamed the EMS Equipment Committee and its role be clearly defined as to its function and its place in the hierarchy.</li> <li>When input is needed to solve identified issues, the Department needs to utilize the Quality Task Force to make recommendations back to the Technical Advisory Committee.</li> <li>The Department needs to incorporate field personnel in the CQI process. This can be done through peer review. (pg. 24)</li> </ul>	No	No	EMS	Completed. The EMS Department has been restructured to reflect these changes. A Captain now heads the Quality Management Division within EMS and a CQI team has been established. The team will be complete with the arrival of a newly hired EMS Coordinator in 10/2021.	10/2021	100%
3.13	<ul> <li>The Department needs to develop a role for the field providers to play in the implementation of education and training.</li> <li>The use of field personnel will integrate them into the process and allow them to feel more like a provider of EMS that a recipient.</li> <li>The use of field personnel will reduce the burden on the Nurse Educators and will allow them to focus more on training and education development, as well as any roles they are required to conduct in CQI. (pg. 26)</li> </ul>	No	No	EMS	Completed. An EMS Training Cadre of Paramedics has been established and the cadre is routinely used to support training activities and as evaluators for PM accreditations.	10/2020	100%
3.14		No	No	EMS/Field Operations	Completed. Operations training and EMS now reside under one Assistant Chief of EMS and Operations Training. This transition has increased	7/2020	100%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
	Operations can view upcoming and scheduled training. (pg. 26)				the coordination of training between the Departments.		
3.15	The decision to alter the training schedule needs to be priority-based. The priority should be established by the Department, not the individuals conducting the training. (pg. 26)	No	No	EMS	Completed.	7/2020	100%
3.16	The Department quality management program should drive training and education. (pg. 27)	No	No	EMS	Completed. The restructure of the EMS Department has established this as a normal practice.	10/2020	100%
3.17	EMS supply and logistics needs to be an integral part of the EMS strategic plan. It should be identified as its own division in the Department organization plan, and it must be adequately funded. (pg. 28)	No	No	EMS	No additional staffing has been put in place to achieve this recommendation		20%
3.18	<ul> <li>OCFA should consider two EMS supply provision options:</li> <li>Complete outsourcing of EMS supply and logistics. The Department should consider utilizing a supplier to manage supply inventory, costs, and caches to provide for just-in-time inventory restocking.</li> <li>Or, staff EMS logistics with civilian personnel who specialize in logistics delivery and maintenance to ensure that supply best practices are applied and consistently conducted. (pg. 29)</li> </ul>	No	Yes	EMS/Business Services/Service Center	EMS recommends to staff EMS Logistics with civilian personnel. Pending future financial feasibility and prioritization.		20%
3.19	The Department needs to review its current controlled drugs policy and re-design practices to meet current regulations and best practices and to take full advantage of current technology. (pg. 29)	No	No	EMS	The Department continues to seek IT solutions for better narcotic tracking. The current SOP meets or exceeds all requirements.		50%
3.20	Through the EMS reorganization, appropriate staff must be solely dedicated to licensure and certification. (pg. 31)	TBD	Yes	EMS	Pending future financial feasibility and prioritization.		0%
3.21	Department budget/fiscal activities such as billing and expenditures need to be conducted by support staff who have expertise in these areas. (pg. 31)	No	No	EMS	Will be evaluated for further direction.		50%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
3.22	The Department needs an information technology plan that identifies data collection needs and emphasizes the ability to easily extract reports. (pg. 31)	No	No	EMS/IT	A contractor has been hired to conduct a needs assessment of the IT within EMS. The contract was approved by the board 9/2021 and started 10/2021.		20%
3.23	The EMS data system needs to assign each patient a unique identifier. It is critical the Department collect data regarding its patients. (pg. 31)	No	No	EMS	Will be evaluated for further direction.		50%
3.24	Through the OCFA reorganization, an infection control program needs to be created which should be managed by a person who is also responsible for implementing infection control. (pg. 33)	No	No	EMS	Completed. Through the pandemic, infection control program has been enhanced and the infection control policy has been revised.	8/2021	100%
3.25	The Department should consider outsourcing the vaccination of its personnel. Vaccinations could be conducted by an outside vendor that would focus solely on managing, tracking, and administering vaccinations per the scope designed by OCFA. The process would be managed by the designated infection control officer. (pg. 33)	No	No	EMS	An assessment is being conducted for outsourcing all vaccinations.		80%
3.26	OCFA needs to reaffirm a culture emphasizing the importance of the EMS business line. (pg. 38)	No	No	EMS/Executive Management	Ongoing efforts are being made and the pandemic has elevated the importance of EMS within the organization.		80%
3.27	OCFA needs to develop a clear EMS mission and level of service, supported by a strong quality management program that promotes performance. (pg. 55)	No	No	EMS/Executive Management	Completed. A mission statement for the EMS Department has been developed through an inclusive process with the EMS staff.	10/2020	100%
3.28	OCFA needs to promote the culture of EMS being an important business line in new recruits to begin building legacy. Initial hiring and recruit training need to emphasize EMS and its role and importance to the community and OCFA. (pg. 38)	No	No	EMS/Executive Management	Completed. There are ongoing efforts to increase the value of EMS within the organization. A Paramedic Accreditation Academy has been developed which provides more training for PMs.	2/2019	100%
3.29	The Department needs an internal strategic plan. The plan needs to be a living, breathing document designed to drive decision-making. Once completed,	No	No	EMS/Executive Management	Completed. This assessment continues to provide strategic guidance. A new plan will be developed. Efforts will be ongoing.		100%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
	the plan needs to be distributed and regularly identified as the driving force behind decision- making. (pg. 38)						
3.30	In conjunction with labor, OCFA needs to develop stronger incentives to retain staff officers in EMS positions, ideally longer than for the current two- year minimum. (pg. 38)	No	No	EMS/Executive Management	Will be evaluated for further direction.		20%
3.31	When a Battalion Chief or Captain assigned to EMS promotes, OCFA should discuss with the bargaining units if there is any acceptable way to keep that promoted person in EMS until their time commitment is up (without negatively impacting the promotional line). (pg. 38)	No	No	EMS/Executive Management/HR	Completed. Agreements have been established to consider this before a move is made.	1/2021	100%
3.32	The Department needs to implement a revised organizational framework (chart). The Department needs to consist of branches and divisions. Supervisors should be given clear work expectations and should be able to interpret those expectations to the people who report them. The organization structure needs to be program-based so work roles and responsibilities are clearly defined. Clear roles and responsibilities will make it easier for supervisors to monitor the performance of their subordinates. (pg. 39)	No	No	EMS/Executive Management/HR	Completed. The EMS Department has been restructured into three divisions. The divisions are Training, Quality Management and Logistics. Workflow has been established.	10/2020	100%
3.33	The Department should have the existing, capable management analyst work with the team to develop work metrics that will measure where and how work is being performed in the Department. This data will identify gaps in staff hours and can be used to assist in budget preparation for the Department. (pg. 39)	No	No	EMS	Efforts will be ongoing. Will expand the role of the Management Analyst.		70%
3.34	The Department needs to ensure the Nurse Educators are properly placed, understand where they fit in the Department organizational chain of	No	No	EMS	Completed. The EMS Department has been restructured into three divisions. The divisions are	10/2020	100%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
	command, and understand how they function within that structure. (pg. 39)				Training, Quality Management and Logistics. Workflow has been established.		
3.35	The nurses need to be as centralized as possible (even for a portion of the workweek) at a common facility with their leadership and support team. Currently, the nurses decide where their offices are and spend very little time at headquarters. Centralizing the nurses will provide daily interaction with Department personnel, which will help facilitate and create positive relationships and create the sense of being on a team. (pg. 39)	No	No	EMS	Will be evaluated for further direction. The nurses do, however, meet more regularly with their supervisors due to the reorganization. The decentralized offices for the nurse educators have significant value to the organization as a whole.		0%
3.36	OCFA needs to develop a staffing plan based on operational need for hiring paramedics. The plan should project vacancies and the time lag from the hiring process to time on the job. (pg. 39)	No	No	EMS/Executive Management/HR	The OCFA continues to evaluate options for the recruitment and development of paramedics. Efforts will be ongoing.		80%
3.37	OCFA needs to evaluate all aspects of acquiring new paramedics. This includes hiring already licensed and/or accredited paramedics who, once they have completed the hiring process, fore academy, and probation, can be assessed by the Department and placed into a designated paramedic position. (pg. 39)	No	No	EMS/Executive Management/HR	The OCFA continues to evaluate options for the recruitment and development of paramedics. Efforts will be ongoing.	On Going	80%
3.38	The Department should be re-organized as shown in the following figure. An additional 12 FTEs are also recommended. (pg. 42)	12	Yes	EMS	Pending future financial feasibility and prioritization. The reorganization is mostly complete without the necessary additional staffing.		30%
			Fleet Service	Level Assessment			
4.1	OCFA should research smaller, more fuel efficient or hybrid/electric light-duty sedans, SUVs, and pickup vehicles and implementing using them where feasible. (pg. 66)	No	Yes	Logistics	Complete. As part of the annual CIP budget development for Fleet, Staff will continue to research alternative fuel technologies and vehicle types. Efforts will be ongoing.	6/2020	100%
4.2	OCFA should consider broader use of motor pool vehicles where operationally reasonable by re- assessing individual vehicle assignments pursuant to current agency policy. (pg. 66)	No	No	Logistics	Complete. As part of the 2020/2021 budget development process, staff assessed individual vehicle assignments and will transition these	6/2020	100%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
					individuals into pool vehicles. Efforts will be ongoing.		
4.3	OCFA should consider the use of smaller, more-fuel efficient or electric/hybrid vehicles in the motor pool to the extent practical. (pg. 66)	No	No	Logistics	Complete. See 4.1 above	6/2020	100%
4.4	OCFA should annually evaluate the continued use of vehicles beyond their expected useful service life, particularly those vehicles more than 10 percent beyond expected useful service life. (pg. 67)	No	No	Logistics	Completed. As part of the annual CIP process, all vehicles are reviewed to determine their remaining useful life and when they should be removed from frontline to reserve status. Vehicles 10% beyond their useful life are evaluated to determine if they should be surplused or used by Training or the cadet program. Efforts will be ongoing.	6/2019	100%
4.5	OCFA should budget annual CIP funding sufficient to maintain all frontline response apparatus within expected useful service life and reserve and support apparatus/vehicles to no more than 10 percent past expected useful service life. (pg. 67)	No	No	Logistics	Completed. As part of the annual CIP process, all frontline apparatus (along with reserve / support apparatus) is reviewed to ensure that there is sufficient funding available to replace them based on their useful life.	6/2019	100%
4.6	OCFA should develop a more strategic approach to vehicle procurement to: (1) ensure procurement of budgeted vehicles within the fiscal year cycle and (2) provide sufficient procurement capacity to maintain the frontline/surge capacity response fleet within expected useful service life and as much of the reserve and support fleet to no more than 10 percent past expected useful service life as possible. (pg. 67)	No	No	Logistics	Complete. Fleet staff has worked collaboratively with the Purchasing Department to streamline the fleet procurement process including the purchasing vehicles "off the lot", purchasing off Cooperative agreements with other agencies, and has initiated use of requests for bids with lease-purchase options. Efforts will be ongoing.		100%
4.7	OCFA should provide 3.0 FTE additional Technician capacity as soon as possible to eliminate the current VRR backlog, maintain preventive service intervals, <i>and</i> provide a modest level of surge capacity; Citygate further suggests that any additional shop staffing be considered in context with suggested alternative service model recommendations. (pg. 67)	3	Yes	Logistics	Pending future financial feasibility and prioritization. Staff is researching alternative options of increasing productivity such as performing more remote work, moving light duty mechanics to the heavy side and extending work hours.		0%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
4.8	The Division should consider a reorganization or redistribution or responsibilities to provide a more equitable span of control among supervisory personnel. (pg. 67)	No	No	Logistics	In progress. With the retirement of the Fleet Coordinator, staff will request that the position be reclassified as a Fleet Supervisor which will create a redistribution of responsibilities and greater depth of supervision. Efforts will remain ongoing.		80%
4.9	The Division should evaluate other potential flexible work schedule alternatives, including swing/night/weekend work shift options, to accommodate employee needs while maintaining or improving shop output. (pg. 67)	No	No	Logistics	Will be evaluated for further direction. Requires additional staff (Equipment Technicians) to accomplish.		50%
4.10	The Division should modify its current fire apparatus inspection interval to ensure a safety inspection at least every 90 days <i>and</i> inspection of all apparatus systems and components at least annually in conformance with industry best practices and recommendations. (pg. 68)	No	No	Logistics	Will be evaluation for further direction. Recommendation would require additional staff (Equipment Technicians) to accomplish.		10%
4.11	The Division should review, validate, and prioritize or cancel all outstanding VRRs and notify the applicable vehicle operator/station of any cancelled VRRs. (pg. 68)	No	No	Logistics	60% Outstanding Vehicle Repair Requests have been completed		65%
4.12	OCFA should provide additional staffing as determined appropriate to improve overall parts room capacity and efficiency to minimize shop workflow interruptions to the degree possible. (pg. 68)	TBD	Yes	Logistics	See 4.8 above		0%
4.13	The Division should accept a vehicle safety inspection by Santa Ana shop personnel, or an OCFA mobile Field Technician, upon completion of any preventive maintenance or repairs performed by the Santa Ana shop in lieu of inspection at the OCFA shop prior to the vehicle being returned to service. (pg. 68)	No	No	Logistics	Completed.	7/1/2020	100%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
4.14	The OCFA Fire Chief and Deputy Chief of Administration & Support Services Bureau should direct the Assistant Chief of Logistics and Fleet Division management to prioritize the recommendations contained in this report, develop a detailed action plan to address each recommendation as part of the upcoming OCFA Strategic Plan, and then report to the Budget and Finance Committee (Audit Committee) on action plan completion. (pg. 68)	No	No	EM/Logistics	Completed.	6/2020	100%
4.15	The Executive Management Team and Fleet Division management should continue to engage with shop staff as a strategic partner in addressing the issues identified in this report though a labor-management task force to facilitate restoration of trust and to enable the Division to move forward as a cohesive business unit. (pg. 68)	No	No	EM/Logistics	Completed. This will be an ongoing effort and has already produced very positive results	7/2020	100%
4.16	The Division should review and update all existing shop policy and procedure documents to conform with appropriate OCFA format and content. (pg. 69)	No	No	Logistics	In progress. Existing Fleet policy and procedures are in the process of being updated to conform to the OCFA format.		50%
4.17	All OCFA policies and procedures, and guidelines should be accessible electronically to all employees via intranet/internet. (pg. 69)	No	No	Logistics	Completed. All OCFA Policies and Procedures are available to employees vie the HIVE.	6/2020	100%
4.18	OCFA should provide enhanced technical training and certification of its fleet Technician personnel to include relevant ASE training/certification and CFMA training/certification. (pg. 69)	No	Yes	Logistics	Completed. Additional training courses have been scheduled. A one-week CFMA training course was held the week of November 1, 2021 with five OCFA mechanics attending. Efforts will be ongoing.	7/2020	100%
4.19	OCFA should consider establishing a career path for Assistant Technicians and Technicians desiring to advance to Senior Technician. (pg. 69)	No	No	Logistics	Completed. OCFA competed a Classification and Compensation study of Fleet Services. Included in the study was the restructuring of the current career path to allow Assistant Technicians progress to Senior Technicians without a loss of salary	6/2021	100%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
4.20	The Division should seek additional vendor training to more effectively utilize the available capabilities of AssetWorks. (pg. 69)	No	Yes	Logistics	In progress. AssetWorks training resources being evaluated by Fleet Business Analyst and Management Analyst Aug – Dec 2021. Implementation of additional application functions planned for Jan. 2022 – June 2022, including data extraction for improved fleet CIP status reporting.		30%
4.21	The Division should coordinate with Information Technology to determine the availability and suitability of a car code reader interface for AssetWorks. (pg. 69)	No	No	Logistics	In progress. Funding will be requested as part of the FY 2022/23 CIP Budget		20%
4.22	The Division should coordinate with Information Technology and shop staff to determine whether tablets/iPads are the most suitable technology solution for Technician needs. (pg. 69)	No	No	Logistics	Complete; Tablets issued to shop staff.	9/2021	100%
4.23	OCFA should convert its facility fuel dispensing and management to an automated electronic system with appropriate security features. (pg. 69)	No	Yes	Logistics	In progress. Staff is researching various vendors and technologies. Funding will be requested as part of the FY 2022/23 CIP.		20%
4.24	OCFA should consider upgrading the current Administrative Assistant position to a Business Analyst or other classification appropriate to provide analyst-level administrative support capacity. (pg. 69)	No	No	Logistics	Complete. An analysis of current and future Fleet administrative job duties submitted to Human Resources determined that functions previously performed by the Fleet Services Administrative Assistant position evolved to the job classification of Business Analyst.	6/2021	100%
		Human	Resources	Service Level Assessme	ent		
5.1	<ul> <li>Develop a comprehensive HR Policies and</li> <li>Procedures Manual to act as a centralized source for reference.</li> <li>The HR Department needs to implement a project that gathers all its information resources, both internal and external, and reviews and assesses them for the purpose of creating a single resource. The use of an outside vendor to complete this task</li> </ul>	No	Yes	HR	70% of Human Resources Department Standard Operating Procedures have been reviewed and updated. The Personnel & Salary Resolution and the Merit and Selection Rules are currently undergoing a thorough review with an expected completion date of October 2021.		70%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
	is highly recommended. The goal should be to complete this project within six months. (pg. 16)						
5.2	<ul> <li>Develop an Operations Manual that outlines specific steps to complete a task or program.</li> <li>Use the manual as a training tool and resource for HR employees. The Operations Manual will correspond to the HR Policies and Procedures Manual cited in the Recommendation #1. An Operations Manual can be created within 18 months. (pg. 16)</li> </ul>	No	No	HR	Following the update of the Personnel & Salary Resolution and the Merit and Selection Rules, staff may begin the process developing an Operations Manual for each division.		50%
5.3	Independently review each examination process and components to measure potential adverse impact. In those cases where review finds that adverse impact exists, evaluate the exam process to ensure it is valid and job-related. (pg. 17)	No	No	HR	Completed. A process is in place. The Promotional and Recruitment Work Group (JLM) continues to evaluate and restructure all safety promotional/recruitment examination/selection processes accordingly. For non-safety recruitments, all examination/selection processes are reviewed and edited with the hiring manager prior to the opening of recruitment.	9/2021	100%
5.4	Abandon the 80 percent passing score requirement for all examination processes. Independently evaluate each exam process and determine a reasonable cutoff score that minimizes adverse impact. (pg. 17)	No	No	HR	Completed. This has been discussed with the JLM and 80% is the preferred scoring for all safety recruitments. Non-safety score requirements are discussed during the recruitment development phase of each recruitment and the OCFA has remained with the 80% pass point. Exceptions do occur when the examination is pass/fail (Biddle, Dispatcher Select advantage exam, tools assessment exams, etc.) or when a minimum requirement is required (typing speed, memorization, listening skills exam, etc.).	9/2021	100%
5.5	Review performance standards and practices for probationary employees, especially for the Fire Recruit academy. (pg. 17)	No	No	HR	Completed. Probationary Firefighter performance is evaluated based on standardized job-related criteria. Information is in the Probationary Firefighter Task Book which include manipulative	9/2021	100%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
					skill evaluation sheets and company evolution sheets, appraisal forms and videos for training.		
5.6	<ul> <li>Create a concise mission statement with a vision, core values, and guiding principles, as well as specific and measurable performance objectives that will deliver quality service to OCFA and the public.</li> <li>Employee probationary periods are often referred to as the last examination process. Much effort and resources are expended to create an eligible list for Fire Recruits, which annually, established to hire 100 new Fire Recruits. It is critical that <i>as soon as possible</i>, all new sworn and non-sworn probationary employees be evaluated on valid jobrelated standards. (pg. 20)</li> </ul>	No	No	HR	Will be evaluated for further direction.		30%
5.7	Develop a systematic method of identifying, evaluating, and addressing HR Department issues to minimize disruption in the Department when a crisis does arise. (pg. 20)	No	No	HR	Completed. Bi-weekly meetings take place with all HR Managers and the Assistant Chief/HR Director to discuss projects, issues, goals and objectives that may affect one or more of the divisions. This meeting includes resource identification and management, identifying project leads, and mapping out timelines and goals. These meetings ensure collaboration and minimizes redundant efforts. It also ensures consistent communication to the rest of the department.	9/2021	100%
5.8	Determine the staffing necessary to meet HR service demands by assessing the level of service delivery desired and OCFA priorities. (pg. 20)	No	No	HR	A staffing model was developed that will address service delivery for the Department. This includes hiring the D&I Coordinate, one (1) Senior HR Analyst, and reclassification of two (2) HR Analyst. The first two objectives were accomplished, and the reclassification is expected to be completed by 12/2021. Currently the Department is fully staffed.		80%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
5.9	<ul> <li>Build trust and respect with employee associations through collaborative working relationships while ensuring transparency, Recommended actions include:</li> <li>The ER Division should take the lead in reestablishing relationships with the employee associations after receiving staffing necessary to support this effort.</li> <li>The Benefits Division should take the lead in developing an agency-wide philosophy and strategy for implementing a comprehensive classification and compensation plan. (pg. 20)</li> </ul>	No	No	HR	The ER Division is fully staffed. The Assistant Chief/HR Director and the ER Manager have spent the better part of the last year strengthening the working relationship with all the bargaining units. Communication is high and many issues are discussed with mutual agreement on how to resolve them. The Benefits Division will begin the process of developing a classification and compensation plan in Winter 2021.		80%
5.10	Re-initiate the study of the classification in the RM Division to create a professional career path. (pg. 20)	No	No	HR	Completed. The RM Division positions were evaluated. Recommendations to reclassify some positions and retitle others was adopted by the Board of Directors. The new organizational structure of the Divisions provides pathways to promotion for staff.	7/2021	100%
5.11	Hire a Behavioral Health professional to relieve the Risk Manager of directly administering the program with safety personnel, under the direction of the Risk Manager. (pg. 20)	1	Yes	HR	The RM Division is working closely with the OCPFA Local 3631 to evaluate the Behavioral Health and Wellness service model to determine was support is needed to properly staff the program. It is expected that any recommendations will be presented as part of the FY 2022/2023 Budget Process.		70%
5.12	Obtain security expertise for protecting facilities and provide the resources necessary to effectively perform the agency's security-related work. Transfer security responsibilities outside of HR. (pg. 21)	No	Yes	HR/Logistics	In progress. Based on the Threat and Vulnerability Assessment of the RFOTC campus prepared by Security Strategies International, and a Physical Security Assessment completed by the Orange County Intelligence Assessment Center (OCIAC), Logistics has engaged a security systems consultant (Triad), resulting the issuance of an RFB for upgrade/replacement of the RFOTC access control system; bids are due on 11/30/21. Additionally,		90%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
					Logistics has issued an RFP for Physical Security Services, to include security guards and security management services, allowing the transfer of security responsibilities outside of HR. Recommendations for award of a replacement Physical Security Services contract are scheduled for Budget & Finance Committee consideration on 11/10/21.		
5.13	Develop specific and measurable performance objectives for employee performance standards. Prepare an annual HR Department performance report that highlights the Department's accomplishments for the year. (pg. 20)	No	No	HR	<ul> <li>A Performance Evaluation Committee was formed with representatives from management and labor to review the employee performance evaluation tool. The focus is to ensure that the standards are measurable, specific, and reflective of the day-to-day duties of each position.</li> <li>Regarding hiring standards, FPSI has reviewed and validated the assessment criteria for recruits in the academy. Furthermore, the OCFA has started the process to have its FFT academy accredited by American Local Academies (ALA)</li> </ul>		70%
5.14	Develop an employee recognition program for the HR Department employees, which can be variable as to frequency and type rather than just one annual award. Recognize and celebrate smaller, significant accomplishment, anniversaries, etc. (pg. 20)	No	No	HR	Completed. The HR Teams holds quarterly all-hands staff meetings which highlight positive news in the department including accomplishments, work anniversaries and other celebratory news. In addition, the department holds small get-togethers to celebrate things like birthdays, births, and other life milestones of individual staff members.	9/2021	100%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
5.15	<ul> <li>Create and implement a strategy for employing a workforce that reflects the community by:</li> <li>Assessing the workforce and labor market to establish a geographic marketing area for recruiting.</li> <li>Designing an aggressive outreach plan that can realistically attract quality and diverse job applicants. This work should be performed in collaboration with management and the employee associations.</li> <li>Creating an outreach recruitment team dedicated to marketing the OCFA as an employer of choice. Funds will be needed to support the recruitment efforts, and employee volunteers will be needed to attend recruitment events. (pg. 22)</li> </ul>	No	No	HR	A Diversity and Inclusion Coordinator was on- boarded in May 2021. Part of his responsibilities is to work in collaboration with Recruitment Division, Corporate Communications and Executive Staff to develop a recruitment strategy that reflects the goal of becoming a more inclusive workplace.		70%
5.16	Develop a strategy and process to increase the completion rate of employee performance evaluations. (pg. 23)	No	No	HR	A HR staff member is responsible for running a regular query of outstanding performance evaluations monthly. For staff that are evaluated using NEOGOV, automatic emails are generated to remind supervisors and managers that evaluations are due. As of September 2021, 77% of all evaluations are up to date. While we strive for 100% completion, the current completion rate is positive for an agency our size.		80%
5.17	Research and develop a plan to expand the use of NEOGOV Perform for all OCFA employees, including new performance evaluation forms, and commit resources for additional staff, if required. (pg. 23)	No	No	HR	The next phase will see the roll-out of the NEOGOV perform module to Chief Officers Associations following the completions of the updates to the COA Performance Appraisal Form		70%
5.18	Develop a required employee performance evaluation training course for supervisors and managers, teaching supervisors and managers how to properly complete the performance evaluation	No	No	HR	A Performance Management module is part of each Academy Curriculum. For non-safety supervisors and managers, a Performance Management Training is currently being developed by the Assistant Chief/Human Resources Director,		65%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
	and effectively communicate the ratings in the performance evaluation. (pg. 23)				Employee Relations Manager and the Diversity and Inclusion Coordinator.		
5.19	Develop accountability for completion of performance evaluations through the creation of a job performance standard for supervisors. Include the completion of performance evaluations as a factor in determining merit salary increases for supervisors. (pg. 24)	No	No	HR	In progress.		50%
5.20	<ul> <li>Demonstrate strong commitment to the mission and vision of the HR Department by:</li> <li>Strengthening the HR Department's inclusion in major OCFA decisions.</li> <li>Planning new OCFA programs or assignments in collaboration with the HR Department to minimize the time the HR Department spends operating in a reactionary mode.</li> <li>Allowing the HR Department to operate within agency policies and values without interference outside of the chain of command and labor relations discussions.</li> <li>Relying on the HR Department to provide sound and credible advice. (pg. 26)</li> </ul>	No	No	HR	Completed. HR Department staff are key stakeholders in committees engaged in evaluated OCFA operations including the Training and Promotions JLM, Personnel Evaluations Committee,	9/2021	100%
5.21		No	No	HR	Completed. Under the direction of the Assistant Chief/Human Resources Director, major or sensitive alleged employee misconduct investigations may be conducted by an independent 3 <sup>rd</sup> -party investigator to mitigate any conflicts and ensure a fair an unbiased investigation. The Assistant Chief/Human Resources Director reports to the Deputy Chief/Administration and Support Bureau	9/2021	100%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
5.22	<ul> <li>Reinstitute the Organization Development Division and place it under the HR Department. Allow the Division to:</li> <li>Perform a thorough study of the OCFA's professional training needs and desires. (pg. 27)</li> <li>Develop a comprehensive training program that supports employee professional development, leadership development, and succession planning. (pg. 27)</li> </ul>	No	No	HR	The Training Division under the direction of the Assistant Chief/EMS oversees training and preparation for safety promotions. For non-safety personnel, funds have been set aside for the development of a leadership development program for managers, supervisors and front-line employees. A training and needs assessment it expected to be completed in Spring 2022.		40%
5.23	Work with the IT Division within the Logistics Department to develop enhanced protection of employee personnel files so that data can be shared with Risk Management and third-party secure sites to complete required reports in a timely manner. (pg. 28)	No	No	HR/Logistics	Discussions have started to evaluate the use of LaserFiche Document Management System as a secure method for storing personnel files. This would allow for secure access by all HR divisions. IT will be prepared to support HR/Risk Management with implementation.		40%
5.24	Research and implement an automated signature program that will electronically send documents under a secure system to internal parties required to sign any document. (pg. 28)	No	No	HR/Logistics/Business Services	In progress.		70%
5.25	Support the July 2019 implementation of electronic employee time sheets for non-safety personnel. (pg. 28)	No	No	HR/Business Services	Business Services is piloting a program that would allow for digital entry of time and electronic approval. It is expected to be implemented for non- safety personnel in Spring 2022.		70%
5.26	Study the feasibility of providing exam raters with tablet computers (e.g., iPads) to record exam performance, leading directly to more effectively tabulating scores and retaining examinations records. (pg. 28)	No	No	HR	Completed. iPads are used on a case-by-case basis. We have utilized "iPads" for use during oral interviews and the reviews are mixed. For large scale recruitment (FF), raters prefer the paper copy method as during these interviews candidates are asked to submit additional information and paper score sheets and additional candidate material is easier for multiple interview panels to maintain. Since allowing for Zoom interviews, raters who are participating in Zoom interviews while off site have	9/2021	100%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
					<ul> <li>utilized electronic material with some success.</li> <li>Issues are typically with the rater's ability to utilize electronic technology and in some cases inability to access documents (applications and rating sheets).</li> <li>We have found some success in utilizing electronic testing for candidates and we will continue to utilize when appropriate as the electronic testing has become more prevalent</li> </ul>		
5.27	Revise the office configuration to house the HR Director within the HR Department. (pg. 29)	No	No	HR	Completed. It was determined that the HR Director would continue to be housed in the Executive Offices to facilitate necessary collaboration and communication with the other Executive Managers.	9/2021	N/A
		Executive	Managemen	t Service Level Asses	sment		
6.1	Executive-level coaching by experienced members of an outside consultant with executive-level experience is needed. Team-building exercises and off-site workshops are very valuable in filling the gaps and building trust between Executive Management Team members. (pg. 11)	No	No	ΕM	Completed. At the time of this review, the Executive Team had been experiencing turnover among team members and was in the process of rebuilding. Bob Roper (former Fire Chief with executive level experience) was retained for development and coaching services. The team has now established stable processes with (1) recurring weekly meetings among the Deputy Chiefs and Fire Chief; (2) weekly meetings of the full Executive Management Team; (3) monthly offsite lunches for the Executive Team; and (4) monthly expanded meetings to include all Executive Management and the Division Chiefs.	1/2021	100%
6.2	Continue to work on team-building practices and strengthen communication avenues through Executive Management Team members. Consider building a Team interaction agreement to maintain a culture of unified communication and decision- making processes. (pg. 12)	No	No	EM	Completed. See 6.1 above	1/2021	100%

No.	Recommendation	# New Positions	New Cost Increase?	Responsible Dept/Bureau	Status / Results	Date Completed	% of Completion
6.3	Continue to recruit, train, and hire qualified Public Information Officers (PIOs) who will handle routine and emergency communications for OCFA. Ensure there is a qualified pool of PIOs to spread the commitment and reduce burnout. (pg. 12)	No	No	EM/Corporate Communications	Completed. Effective January 2020, PIO staffing was materially modified and enhanced to transition from a single 40-hour workweek PIO, to three shift PIOs for coverage 24-hours per day, 7 days per week. In addition, a pool of relief PIOs are available to provide relief for the three shift PIOs when needed.	1/2020	100%
6.4	Where appropriate, include the Fire Marshal and other non-field operations managers in executive- level policy change discussions and encourage the Field Operations Assistant Chief and Fire Marshal / Assistant Chief to regularly meet. (pg. 12)	No	No	EM/Community Risk	Completed. The Fire Marshal participates in weekly Executive Team meetings, which are also attended by the Operations Assistant Chief for mutual vetting of potential policy or process changes impacting both departments.	1/2020	100%
6.5	Consider holding the Executive Leadership Team meeting every two weeks. (pg. 13)	No	No	EM	Completed. See 6.1 above	1/2021	100%
6.6	Develop a process by which non-time-sensitive executive-level issues are vetted through affected Executive Management Team members (pg. 13)	No	No	EM	Completed. See 6.1 above	1/2021	100%
6.7	Create a Strategic Planning team/process/unit to provide planning expertise and establish sound planning practices throughout the organization. (pg. 13)	No	Yes	EM	Pending future financial feasibility and prioritization.		20%





AUGUST 20, 2021





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## **EXECUTIVE SUMMARY**

Citygate Associates, LLC (Citygate) is pleased to present the next Service Level Assessment (SLA) conducted as part of a larger organizational strategic plan for the Orange County Fire Authority (OCFA). This SLA reviews the Business Services Department (Department), which consists of five individual divisions. Per OCFA, the scope of this SLA only included three of the five: Finance, Purchasing, and Treasury and Financial Planning. These are the divisions associated with the financial component of OCFA operations within the Department. These divisions have a Fiscal Year (FY) 20–21 combined net operating budget of approximately \$7.8 million supported by 37 authorized employees after exclusion of approximately \$14.4 million for agency-wide retirement liability pay-down (\$12.4 million) and property tax administrative fees paid to the County (\$2 million), which are budgeted in the Finance and Treasury and Financial Planning divisions.

Essential to any well-functioning financial operation are comprehensive and well-written financial policies and procedures. Citygate found that the Department has well-written policies and procedures that conform to best practice. Equally important as having comprehensive and written policies and procedures is employee compliance with those policies and procedures. Due to the current COVID-19 pandemic, Citygate was unable to conduct on-site observations and interviews, but was provided with policy and procedures audits conducted in prior years. Although these audits were dated, based on review of these audits, combined with virtual interviews with relevant Department staff and review of the large volume of documents provided by the Department staff.

In completing the scope of this review Citygate reviewed the following areas relating to the Department:

- Structure and operational and management practices
- Formal and informal policies and procedures
- Manual or redundant processes and workflow challenges
- Current use of technology and systems
- Professional development and training practices.

Also reviewed were other areas of interest identified by the Department Assistant Chief.

Based on the review, Citygate identified five common themes that resonated throughout the various divisions being reviewed. These themes are summarized as follows:

1. The Department is staffed with talented, experienced, and knowledgeable employees.



- 2. Department staff are supported by thoroughly written financial and administrative policies and procedures.
- 3. Staff talent, time, accuracy, and adherence to policy and procedures appear to be undermined by significant manual processes, data system workarounds, and use of supplemental data systems required to adapt financial software to current reporting and transparency needs. This contributes to staff inefficiencies and increased workloads.
- 4. Lack of a formal process for adopting more specific Department goals and objectives has created confusion in defining Department priorities.
- 5. Communication, although provided, appears to be ineffective in some areas, which has caused some Department staff to be unaware and unprepared for additional workload impacts tied to unanticipated or special projects.

These themes are discussed in more detail in **Section 1** of this report.

Citygate also identified 21 findings and developed 21 recommendations to enhance or improve overall operations of the three applicable divisions of the Department. The findings and recommendations are reported throughout this report in the applicable sections. A summary of findings and recommendations, as well as a priority listing of the recommendations, is included in **Section 8** of this report.



## SECTION 1—INTRODUCTION AND BACKGROUND

#### **1.1 PURPOSE OF THE ASSESSMENT**

As part of the development of an overall strategic plan for the Orange County Fire Authority (OCFA), it was decided that conducting individual Service Level Assessments (SLAs) of the various operational areas of OCFA would be the best methodology to ensure that the overall strategic plan provided a comprehensive and accurate strategy going forward. The SLA for the Business Services Department (Department) is the next area to be reviewed.

#### **1.2** Scope of Work and Project Approach

Although the Department consists of five individual divisions, per OCFA, the scope of this SLA only included three of the five: Finance, Purchasing, and Treasury and Financial Planning. These three divisions have a FY 20–21 combined net operating budget of approximately \$7.8 million with 37 authorized positions, as previously discussed. The primary scope of this assessment included:

- Assessment of structure and operational and management practices
- Review of formal and informal policies and procedures
- Identification of manual or redundant processes and workflow challenges
- Examination of current use of technology and systems
- Examination of professional development and training practices.

Additional areas of interest to the Department Assistant Chief included:

- Assessment of the current Enterprise Resource Planning functionality and use by key stakeholders (Business Services, Human Resources, Logistics, Community Risk Reduction, etc.)
- Review of payroll systems, processes, and workflow
- Identification of areas with a single point of failure (systems and staff)
- Review of budget development processes
- Evaluation of CAL-Card and accounts payable processes and identification of areas of improvement or concern
- Assessment of investment reconciliation, reporting, and separation of duties



- Review of procurement processes related to large-scale fleet, equipment, and public works projects
- Identification of procurement opportunities (efficiencies) not already identified or implemented
- Automation of the delivery and communication of financial information (i.e., dashboards, self-serve, reporting, etc.)
- Development of performance metrics specific to the Department
- Assessment of business continuity of the Department
- Review of organizational structure, succession planning, and job classification.

The project scope, as validated by OCFA management, does not include a detailed analysis of the financial activity related to the Department. Consequently, financial activity detail and trend analysis was not conducted by Citygate for this SLA. To complete the review, the following steps were completed by Citygate.

- Staff interviews Citygate completed 14 interviews with OCFA staff via Zoom videoconference. One Zoom videoconference included pertinent OCFA management staff, including the Department Assistant Chief. The additional 13 individual Department staff Zoom videoconferences were based on mutual agreement between the Department Assistant Chief and Citygate. Citygate also completed several follow-up/clarification calls with various Department staff.
- Documentation review Citygate reviewed extensive documentation initially requested by Citygate and provided by Department staff, as well as subsequent follow-up clarification documentation required by Citygate.
- External review and analysis Citygate reviewed various information provided on the OCFA website and other websites pertinent to the review. Examples of these include other fire authorities and agencies; financial operational best practice agencies, such as the Government Finance Officers Association (GFOA) and the California Society of Municipal Finance Officers; and information resulting from Citygate's internal expertise and experience.

Based on the review process outlined earlier, Citygate identified five overall reoccurring themes.

## 1.2.1 Theme #1

The Department is staffed with talented, experienced, and knowledgeable staff, exhibiting a strong work ethic and dedication to "getting the job done" in support of the critical fire and emergency mission of OCFA.



## 1.2.2 Theme #2

Department staff are supported by thoroughly written financial and administrative policies and procedures, which clarify and define complex processes the Department must follow to ensure the integrity of financial expenditures for OCFA.

### 1.2.3 Theme #3

Staff talent, time, accuracy, and ability to adhere to policy and procedures adopted by OCFA appear to be undermined by:

- Significant manual processes, data system workarounds, and use of supplemental data systems required to adapt financial software to current report and transparency needs.
  - Increased workloads associated with the additional manual processes and data system workarounds for existing and new service areas and personnel.

## 1.2.4 Theme #4

Changes in staff and the lack of a formal Department process for adopting more specific Department goals and objectives have created confusion and inefficiencies as to how to best provide the Department's services. For example, per the FY 20–21 information provided by Department staff, out of the three OCFA strategic goals and objectives, the Department has lead responsibility for two objectives of one goal.

These objectives include:

- Continue policy efforts and Board action to recognize and respond to changing budgetary conditions, and to reduce unfunded liabilities, thereby improving sustainability of services.
- Continue to pursue OCFA priorities through the implementation of the Boardadopted legislative platform and through pursuit of grant funding opportunities.

The general performance measures listed to monitor achievement of these objectives are:

- OCFA's pension plan achieves an 85 percent funding level, accelerated funds redirect to Retiree Medical, and OCFA's financial forecast is balanced with Capital Improvement Program funds.
- Grant and legislative opportunities are pursued in alignment with OCFA priorities, and the Board is kept apprised of activity and outcomes.

Separate goals and objectives and specific performance measures for each of the applicable Department divisions that support these overall OCFA objectives would help each applicable



Department division to better understand its role in achieving these objectives and the performance measures that will be used for each applicable division.

#### 1.2.5 Theme #5

Communication taking place within the Department pertaining to actions outside of the Department appears to be ineffective and has caused some Department staff to be unaware of and unprepared for the workload impacts accompanying new OCFA initiatives or special projects, such as impacts related to the addition of new service areas. Per Department management, communication for projects outside of the Department include intranet (nicknamed the "HIVE") updates, communication during staff report development, and normal staff update meetings. However, per Citygate's interviews, there remains a general staff feeling of being hurried.

#### **1.3 REPORT ORGANIZATION**

The remainder of this report consists of seven additional sections, beginning with Section 2. Each of the sections will also discuss and examine the applicable Department Assistant Chief's additional areas of interest identified earlier in this report. Citygate's review has identified 21 findings and developed 21 recommendations relating to this SLA. These findings and recommendations are detailed throughout the pertinent sections of this report and are summarized in Section 8 also includes a recommendation priority action plan. Following is a description of each section.

**Section 2—Overview of Applicable Divisions** – provides an overview of the divisions of Finance, Purchasing, and Treasury and Financial Planning, including personnel, budget, and general responsibilities.

Section 3—Review of Structure, Operations, and Management Practices – reviews the structure of the three divisions reviewed and the operations and management practices currently used.

**Section 4—Review of Formal and Informal Policies and Procedures** – reviews the Department's current policies and procedures.

Section 5—Identification of Manual or Redundant Processes and Workflow Challenges – reviews the Department's current processes that are manual and/or redundant, leading to general workflow challenges.

**Section 6—Examination of Current Use of Technology and Systems** – reviews the Department's current technology and other automation used by the Department to accomplish the responsibilities assigned to the three divisions reviewed.



**Section 7—Examination of Professional Development and Training Practices** – reviews the Department's current practices used to professionally develop staff and provide necessary staff training to help ensure staff effectiveness and efficiency.

Section 8—Summary of Findings and Recommendations and Recommendation Priority Plan – provides a summary of the report's findings and recommendations and a suggested prioritization of the recommendations identified.



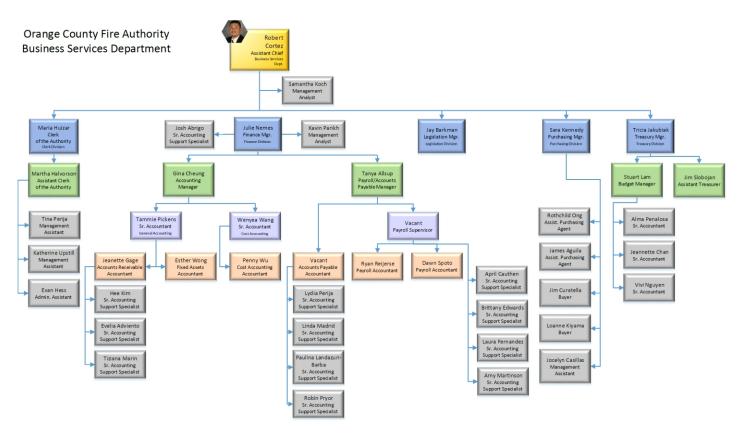
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## SECTION 2—OVERVIEW OF APPLICABLE DIVISIONS

## 2.1 BUSINESS SERVICES DIVISION OVERVIEW

The Business Services Department, under the direction of the Department Assistant Chief, consists of five divisions: Clerk of the Authority; Finance; Purchasing; Legislative Affairs; and Treasury and Financial Planning. The following is an organizational chart of the Department as of July 2021.

#### Figure 1—OCFA Business Services Department Organization Chart (as of July 2021)



The scope of this SLA, however, only required a review of the Finance, Purchasing, and Treasury and Financial Planning Divisions, as discussed in the following subsections. All these divisions have staff administration and reporting responsibilities to the OCFA Board and its applicable subcommittees, such as the Budget and Finance Committee.

The following division-specific discussion excludes the positions of Department Assistant Chief and Management Analyst, which provide Department-wide management and support.

## 2.1.1 Finance Division

The Finance Division consists of 25 full-time equivalents (FTEs), including the Finance Manager, with a FY 20–21 budget of approximately \$7 million. Approximately \$2 million of this amount



#### Section 2—Overview of Applicable Divisions

represents property tax administration fee payments paid to the County as authorized by state law. The Finance Division has the most diverse set of responsibilities and the most assigned positions. Consequently, the Finance Division has two FTEs reporting to the Finance Division Manager who perform non-section-specific duties throughout Finance, in addition to two Section Managers who also each report to the Finance Division Manager. The support sections include Accounting as well as Payroll and Accounts Payable.

#### Accounting Section (9 FTEs)

The Accounting Section handles all general accounting areas, including maintaining accurate records of all financial transactions of OCFA in the general ledger for preparation of the various reports provided to the various OCFA departments and the public. The Accounting Section also has specific responsibility for accounts receivable billing and collection in conjunction with other OCFA departments; grant report administration post award; preparation of the OCFA Comprehensive Annual Financial Report; preparation of cost reimbursement claims for fire-related incidents and other audit and cost accounting reports required by the County, state, and federal agencies; and fixed asset and inventory administration.

#### Payroll and Accounts Payable Section (13 FTEs)

The Payroll and Accounts Payable Section handles all payroll-related activity for the OCFA's 1,571 FTEs, including biweekly payroll processing; quarterly and annual payroll reports required by local, state, and federal agencies; and all accounts payable payments related to other operational activities, including weekly processing (verification and payments) of approximately 10,400 checks annually. The Payroll and Accounts Payable Section processes over 2,400 CAL-Card statements, 600–800 travel requests, and approximately 20,600 invoices per year.

#### 2.1.2 Purchasing Division

The Purchasing Division consists of six FTEs, including the Purchasing and Materials Manager, with a FY 20–21 budget of approximately \$1.1 million. This Division handles procurement for all OCFA departments as outlined in the OCFA procurement resolution and policy manual. Procurements are accomplished through a centralized process administered by the Purchasing Division. This includes maintenance of a vendor base of approximately 4,000 vendors with some level of interaction with OCFA; issuance and monitoring of the OCFA purchasing card (CAL-Card Program) to increase procurement efficiency; and creation of reports required by OCFA and other local, state, and federal agencies.

#### 2.1.3 Treasury and Financial Planning Division

The Treasury and Financial Planning Division consists of six FTEs, including the Treasurer, with a FY 20–21 budget of approximately \$14.1 million. Approximately \$12.4 million of this amount represents the planned pay-down of the OCFA unfunded pension liability with the Orange County



Employees Retirement System. Adjusting for this, the Treasury and Financial Planning operating budget would be approximately \$1.7 million. The primary responsibilities of the Treasury and Financial Planning Division include cash portfolio management and investing, debt management, budget administration, and the creation of reports required by OCFA and other local, state, and federal agencies.

## 2.2 BUDGET AND FTE SUMMARY FOR APPLICABLE DIVISIONS

The following tables summarize the financial information previously discussed relating to the applicable divisions of this SLA and the position titles currently authorized for the applicable SLA divisions.<sup>1</sup>

Division	FTEs	FY 20–21 Budget	FY 19–20 Budget
Finance	25	\$7,040,924	\$6,998,478
Purchasing	6	\$1,078,811	\$976,562
Treasury and Financial Planning	6	\$14,093,027	\$11,186,480
Gross Total	37	\$22,212,762	\$19,161,520
Unfunded Pension Liability Pay- Down (Estimated)	N/A	\$12,368,959	\$9,648,658
Property Tax Admin Fee	N/A	\$2,000,000	\$2,000,000
Adjusted Net Operating Total	37	\$7,843,803	\$7,512,862

Table 1—OCFA Business Services Department SLA Budget Summary



<sup>&</sup>lt;sup>1</sup> This financial information in Table 1 is per adopted OCFA budget documents.

Position	Total Authorized FTEs
Accountant	4
Accounting Manager	1
Accounts Payable Accountant	1
Assistant Treasurer	1
Assistant Purchasing Agent	2
Budget Manager	1
Buyer	2
Finance Manager	1
Fixed Asset Accountant	1
Information Technology Support Management Analyst	1
Management Assistant	1
Payroll Supervisor	1
Payroll/Accounts Payable Manager	1
Purchasing and Materials Manager (Purchasing Manager)	1
Senior Accountant	5
Senior Accounting Support Specialist	12
Treasurer	1
Total	37

### Table 2—OCFA Business Services Department SLA FTE Summary



# SECTION 3—REVIEW OF STRUCTURE, OPERATIONS, AND MANAGEMENT PRACTICES

#### 3.1 STRUCTURE

The operational structure of the divisions reviewed as a part of this SLA is generally typical of finance department-related operations found in similar agencies. Given the unique nature of OCFA in relation to its size and other operational coverage activities, identifying an equally comparable model to the Department and its functions is difficult. Under the Department's current structure, each of the division managers are direct reports to the Department Assistant Chief, who serves as the Department Head. Each division manager is supported by various subordinate positions to accomplish the responsibilities assigned to that specific division, which is a typical structure for finance-related municipal operations. This structure seems appropriate given the current level of manual and workaround processes being used. For example, due to the operational process within the OCFA which constantly changes, extensive and ongoing customization is necessary. These workaround processes are discussed in **Section 5** of this report. Citygate was informed by Department staff that OCFA is currently having a job classification study conducted by an outside consultant which includes reviews of the management classification in the Orange County Fire Authority Management Association labor group. The completion of the study is anticipated later this calendar year.

#### 3.2 **OPERATIONS AND MANAGEMENT PRACTICES**

Based on the interviews conducted by Citygate, Department staff are experienced with and knowledgeable of municipal finance operations and, more specifically, the operations and requirements laid out in the various well-documented policies and procedures which currently exist in the Department. The staff exhibit a strong work ethic and dedication to getting the job done to support the critical fire and emergency mission of OCFA. The financial policies and procedures are well-written and, based on Citygate interviews and review of external procedures audits prepared in prior years, seem to be generally understood and followed in the Department. Citygate did note, however, that in some cases, the external procedures audits were conducted over a decade ago.

Management strives to meet regularly with support staff to share information to improve overall Department operations. Per Department management, these meetings include:

- Bi-weekly one-on-ones with division managers
- Bi-weekly Department Manager Team meetings
- Quarterly "all hands" meetings with each division.



This process of meetings has been affected by the COVID-19 pandemic which has resulted in more one-on-one socially distanced meetings, as opposed to general open staff meetings. Management also utilizes SharePoint software (nicknamed the "HIVE") to help disseminate relevant information to Department staff. Department staff also provide training to other departments related to various operational policies and procedures as needed. Although the stated communication methods are good measures, more general meetings including entire teams, such as all division management staff or all Department staff, do not happen frequently. The low frequency of meetings has been deepened by COVID-19. A group setting allows information to be heard by all and provides an opportunity to comment and interact by all concerned. A lack of group work could result in a communication gap that could impact the effectiveness of the team.

Citygate also noticed that the Department has not, at least in the last 15 or 20 years, conducted an externally facilitated team building exercise to identify staff concerns and share information to develop a strategic goals and objectives action plan for the Department. Conducting an external professionally facilitated team building exercise will allow the Assistant Chief as well as all other Department staff to fully participate in the sharing of information and the development of strategic goals and objectives to help increase the operational effectiveness and efficiency of the Department. This process will also help in the development of more useful performance measures for each of the various divisions of the Department.

Citygate noted that the current performance measures identified in the FY 20–21 budget document did not contain specifically identified performance measures for all the divisions and sections of the Department. Department staff did provide performance measures for the accounting and accounts payable sections, but not the other Department sections. Consequently, not all divisions and sections of the Department have clearly articulated performance measures which would help gauge achievement of goals and objectives that align with Department and OCFA overall goals and objectives. This can lead to uncertainty regarding performance and goal/objective alignment. The Government Finance Officers Association (GFOA) identifies creation of performance measures as a best practice. Nine criteria are outlined by the GFOA for identifying effective performance measures which include relevancy, reliability, adequateness, consistency, collectability, usefulness, environment-related impacts, responsibility, and system-leveraging. Some examples of typical finance department-related performance measures are:

- Accounts payable/purchasing:
  - > Number of employees with open procurement cards
  - Average procurement card purchase amount
  - > Total dollar value of purchasing conducted with procurement cards
  - > Total number of invoices processed for payment

- > Average number of invoices processed for payment
- Average calendar days from approved requisition to purchase order issued
- Number of vendors
- Budget:
  - Ratio of General Fund Finance Department budget to total General Fund budget
  - Ratio of General Fund budget to the overall agency budget
  - > Number of residents per authorized salaried positions
  - Percent accuracy in budget revenue to actual revenue in General Fund (annually)
- Internal audit:
  - Audits completed
  - Audit comment issues close-out rate
  - Average number of open audit issues
- Payroll:
  - Payroll checks processed annually
  - > Average number of retro-pay or other adjustments required per pay period
- Accounts receivable:
  - Average age of miscellaneous accounts receivable
  - Average amount of monthly miscellaneous accounts receivable.

Citygate found, in addition to the well-written financial policies and procedures previously discussed, several operational best practices during the review. These include:

- Regularly updated five-year financial forecasts for not just the General Fund but for all funds of OCFA.
- Department written policies require a clear separation of duties, which is a best practice and is stressed by the Department staff.
- Cash handling and bank reconciliations were also stressed as important. Citygate reviewed the latest summary bank reconciliation, which was produced in a standard format and was current.

The following findings and recommendations were identified relating to the Department structure, operations, and management practices per Citygate's review.

#### 3.3 **FINDINGS**

- **Finding #1:** The Department has experienced and knowledgeable staff and well-documented policies/procedures.
- Finding #2: The Department performance measures are only generally worded.
- **Finding #3:** Although Department management uses several methods to communicate OCFA initiatives to staff, and noting that it is important in the efficient operations of any agency for staff to be somewhat flexible to address the everchanging fire service environment, a general staff feeling remains that communication timeliness relating to actions impacting staff workloads causes some staff to feel hurried to implement.
- **Finding #4:** The Department has not conducted an externally facilitated team building exercise to identify staff concerns and develop a goals and objectives action plan.

#### 3.4 **RECOMMENDATIONS**

- **Recommendation #1:** Conduct an externally facilitated team building and goals and objectives development session to improve Department cohesiveness, communication, and morale.
- **Recommendation #2:** Implement team-wide meeting schedules throughout the Department, involving division management and team members to maximize communication effectiveness. This would include establishing set times during the week or month so employees can plan around existing work schedules.
- Recommendation #3: A Department second-in-command should be identified to ensure business continuity if the Assistant Chief cannot be reached to provide direction (while out of the office, on vacation, sick, etc.). This recommendation relates to the assignment of an existing management staff member to this responsibility. This responsibility could also be rotated between the applicable management staff to assist in succession development.
- **Recommendation #4:** Expand performance measures to include measures specific to all sections of the Department.



<b>Recommendation #5:</b>	Build a more supportive, integrated, recognized, and valued business
	unit by:

- 1. Acknowledging staff concerns and issues when they are raised.
- 2. Using scheduled Department meetings and one-on-ones to engage staff in problem solving, including concerns and issues raised as well as on OCFA-wide issues to which the Department can be of service internally.
- 3. Combining listening and problem-solving components into team building efforts, allowing Department members to be engaged in solutions for business operations issues including those that may touch on improving services to other OCFA departments and services.



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## SECTION 4—REVIEW OF FORMAL AND INFORMAL POLICIES AND PROCEDURES

### 4.1 POLICIES AND PROCEDURES REVIEW

Citygate found that the Department has extensive and generally well-written financial operational policies and procedures. Per information provided by Department staff, there are approximately 25 written policies and procedures which outline the various Department and OCFA financial-related operations. Formal written financial policies and procedures are considered a best practice by the GFOA to provide a strategic, long-term approach to financial management. Some examples of the benefits of formal financial policies include:

- Clarification of strategic intent for financial management
- Definition of financial boundaries
- Management of risks to financial condition
- Compliance with established public management best practices.

Per the policy and procedure documentation provided by Department staff and reviewed by Citygate, the Department addresses most of the applicable financial policies recommended by the GFOA, which is very commendable.

A key component of effective financial policies is systematic monitoring, reviewing, and updating. Financial policies and procedures should be monitored to ensure compliance; reviewed to ensure the policies are still relevant and meet the goals, objectives, and legal requirements of the agency; and updated, when necessary. Per interviews with Department staff, financial policies are understood and followed.

It should be noted, however, that the SLA scope did not include a detailed review of policy compliance. Citygate was provided information relating to external audits conducted of financial policy compliance, but these audits are dated; the latest was conducted in 2014. The process used by the auditors in previous and current reviews included independent, random sample selection and testing, which is an auditing industry standard based on Citygate's experience. The Department should update these external detailed procedural audits when possible. In the interim, Citygate recommends that the Department establish an internal process to randomly test selected financial policies and procedures compliance. This process could be as simple as having someone not associated with the areas being addressed by the policy review a sampling of transactions through the process to ensure all policies and procedures were followed.



## 4.1.1 Policy and/or Procedure Areas That Are Already Strong

Review of the capital procurement procedures developed by OCFA reveals the procedures are comprehensive and well documented through the OCFA's purchasing ordinance and fine-tuned by the OCFA's procurement policy manual, all of which conforms with best practice. The documentation establishes procedures, processes, and thresholds for standard procurement and public works-related procurement consistent with the local, state, and federal laws, in addition to requirements set forth in the OCFA purchasing ordinance.

The process used by OCFA to determine when large-scale procurements—such as fleet or public works projects—are needed consists of a collaborative, multi-department evaluation to ensure the procurement need is valid. This collaborative process minimizes the unnecessary purchase of large-scale items and helps maintain fiscal accountability and stability. In some instances, such as the procurement of large fire vehicles, available vendors are limited, which can limit the benefits normally gained through a competitive process. However, Citygate believes the Purchasing Division is taking advantage of any procurement opportunities and efficiencies currently available.

#### 4.1.2 Policy and/or Procedure Areas That Need Strengthening

Some financial policy and/or procedural areas which could be strengthened per Citygate's review include:

- Late fee assessment and fee waiver policy allows unilateral authority for the Fire Marshal to waive or reduce fees and the Accounts Receivable Supervisor under certain conditions to waive late fees. This policy should contain some requirement to document the reason for all fee adjustments and periodic independent review of waivers should occur to minimize inappropriate adjustments.
- CAL-Card policy/procedure currently purchasing cards are provided to specific positions and ranks such as Fire Captain and Division Manager even though certain personnel may not utilize their CAL-Card often. Although purchasing cards have several operational benefits which include convenience, efficiency, rebates, and lower transaction costs, there are several risks which include misuse caused by user error or fraud, negative press associated with misuse or fraud, potential of duplicate payments, and reconciliation delays due to high number of cards or card transactions compared to monitoring staff. Per information provided by Department staff, OCFA currently has approximately 517 CAL-Cards open. This is compared to approximately 132 CAL-Cards opened in 2010, with no change in the CAL-Card program monitoring staff in the Department. The current CAL-Card policy is very comprehensive and well-written but should be revised to strengthen and clarify consequences for repeat violators of the policy.

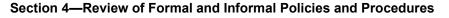
Additionally, although Department staff indicate that the necessary CAL-Card transactional reviews are being addressed, the current card issuance procedures without increasing monitoring staff in the Department could cause issues in the future. Review of CAL-Card activity for policy compliance should remain in the accounts payable section to ensure separation of duties from the Purchasing Division, which is responsible for CAL-Card issuance. The current procedure of issuing CAL-Cards based on position or rank should be reviewed and the use activity for the existing CAL-Cards should be reviewed to determine if the current card numbers are necessary. It should be noted this was also a recommendation which resulted from an external audit conducted on the CAL-Card program in 2013. Citygate was informed by Department management that the issuance policy is in the process of being reviewed.

- ▲ Audits of ambulance company reimbursements currently consists of a review of the form documentation supplied by the ambulance companies with their reimbursement payment submissions. The documentation is reviewed by the Emergency Medical Services (EMS) Department staff against the formal agreements for accuracy to incident records. This level of review is deemed sufficient by the EMS Department given the complexities of ambulance billing to third party payors. Therefore, Department staff do not periodically audit the ambulance company payments.
- ▶ Improved timeliness of fraud prevention process reporting In 2011, OCFA implemented a fraud hotline process, administered by a third party vendor (Ethics Point), which requires an annual report of the reported items and their respective disposition to be provided to the Human Resources Committee. The latest report found by Citygate, using a key word search of the OCFA website, was for the 2017 calendar year. OCFA should ensure the fraud review and disposition process is timely to ensure effectiveness of the process.

The following findings and recommendations were identified relating to the Department's formal and informal policies and procedures, per Citygate's review.

### 4.2 FINDINGS

Finding #5:	The Department has thoroughly written financial administrative policies and procedures.
Finding #6:	Over 500 CAL-Cards are currently open.
Finding #7:	The Fire Marshal has unilateral authority to adjust or waive fees and the Accounts Receivable Supervisor can waive late fees under certain conditions.





**Finding #8:** Written policies and procedures seem to be largely followed by Department and OCFA staff.

#### 4.3 **RECOMMENDATIONS**

<b>Recommendation</b> #6:	The fee waiver/revision policy should be amended to set parameters for oversight when it is within policy to waive or revise the collection of fees.
<b>Recommendation #7:</b>	Update the CAL-Card policy to ensure effective allocation procedures and more specifically identified disciplinary consequences of CAL- Card misuse.
<b>Recommendation #8:</b>	Complete the current review of CAL-Cards use history and necessity for current cardholders to determine if all cards distributed are necessary.
<b>Recommendation #9:</b>	Consolidate the various fund balance policies into a single policy to minimize confusion.
<b>Recommendation #10:</b>	Establish a process to randomly test the adherence to policies within the Department.
<b>Recommendation #11:</b>	Ensure timely reporting of fraud items and disposition to the appropriate body as required by the fraud hotline program.



### SECTION 5—IDENTIFICATION OF MANUAL OR REDUNDANT PROCESSES AND WORKFLOW CHALLENGES

### 5.1 WORKFLOW PROCESS REVIEW

In Citygate's review of the various Department financial processes several manual and redundant processes were identified. In most cases, this is due to inadequate or ineffective software technology. The following examples were identified.

### 5.1.1 Accounts Receivable

There is no standardized input format for information such as addresses in the Integrated Fire Prevention system, which results in extra staff effort when researching billing information. Varying research iterations are sometimes needed to find account information related to a specific invoice. This is not a technology issue, but a process issue which could be addressed through the creation of a standardized information format input procedure, which would dictate format for billing information to be input into this system and other applicable systems.

### 5.1.2 Payroll

Not all staff have access to the automated timesheet process. Currently only safety field staff have automated timesheets. Although the payroll system is on an exception basis, which means that only exceptions to a normal work pay period are entered into the system, it still requires that Department staff enter these exceptions manually from a hard-copy timesheet for non-safety staff. This increases the risk of human error and the need to spend extra staff time to correct these errors. It must be stressed that OCFA is not alone in the way it currently handles payroll. Many agencies use a similar system. However, fully automating timesheet entry will increase overall productivity and reduce human error. Citygate was informed by staff that OCFA is currently in the process of implementing automated timesheets for all professional staff and will be completed by 2022, which represents the remaining approximately 20 percent of the workforce.

Some responsibilities typical to human resources are administered by Department staff. For example, in typical agencies, employee setup information which includes employee information, salary rates, titles, pertinent dates, deductions, existing employee revision, new and separating employees, and related information is created and revised in human resources. Then, once information is received from human resources, payroll administers the pay-related activity that generates a paycheck (hours, special pay, deductions as directed by human resources or legally required, etc.). Per staff interviews, some of these areas are duplicated by Business Services Department payroll staff and Human Resources Department staff. Citygate encourages the Business Services Department to continue discussing these issues between the two departments to determine how best to address them.



### 5.1.3 Purchasing and Accounts Payable

The purchasing and accounts payable functions are supervised by two different division managers. The following is a discussion of each section.

The processes used for both purchasing and accounts payable are, largely, manual processes. Although the purchasing module with Banner does have the capability to produce automated requisitions, the additional applications required to upload supporting documentation for the requisitions have not been purchased. As the system is currently configured, any supporting documentation would not be automated and would need to be manually submitted to the Department. This negates some of the benefits of having automated requisitions since submitting the full requisition package to complete a purchase order or contract would require a department to submit a hard-copy package that is routed to the Department through the regular inter-office mail. Doing so would increase the risk of lost or incomplete documentation, resulting in processing delays and overall inefficiency.

The accounts payable process is completely manual, resulting in multiple touch points for documents prior to payment being processed, which again increases risk of lost or incomplete documents, human error, and general processing inefficiencies. Citygate was informed that the Department is currently working on an automation solution for these processes through Laserfiche workflow process software. This is a good step, but unfortunately the Department experienced several implementation delays. Given the implementation delays, the Department should review the Laserfiche workflow process solution to ensure it still meets the Department's needs. Additionally, a review will allow the new Department management staff to provide input as to the solution's potential effectiveness, given their respective experience with other jurisdictions.

Another accounts payable process issue identified was the amount of time allowed for the Department accounts payable staff to receive, review, and process payment requests. Per current policy, check request information must be received in the Department by Wednesday at noon to make the weekly check run which is Thursday of the same week. This seems to be a short period for Department accounts payable staff to provide the necessary review of the information received. Per staff, they are making the process work and if they do not have time to perform the appropriate review, the payment is delayed until the following week. This can result in uncertainty of requesting departments as to when a request will be processed, and places added pressure on the Department accounts payable staff which could result in missed review steps. Citygate recommends the check request deadline be pushed back one or two days to provide an increased level of certainty to the departments and provide extra time for Department accounts payable staff to complete an accurate review of all check request documentation. Department management has indicated to Citygate that this timeline process is currently being reviewed.



### 5.1.4 Budget

The budget for OCFA is produced entirely in Microsoft Excel. Although the financial system (Banner) currently used by OCFA has a budget module, it is not being used. Staff was unsure what the Banner budget module entailed or why it did not meet the needs of the Department. This current process seems to be working at this point due to the Department's existing Excel power users. Even with these power users, the budget information is not automatically downloaded but must be manually input into the Banner system, increasing the risk of human error. Additionally, budget analytical reports are not produced in the Banner system. The current process is to download the actual activity from the Banner system into an Access database, which is then used by Excel to complete required analytical reports. These workarounds and manual processes cause productivity inefficiencies resulting in additional staff time that could be used to address other issues caused by staff unavailability. Citygate was informed by staff that the Banner budget model was previously researched and was found to have limited functionality and was cumbersome. Although the current workarounds seem to be meeting the needs of OCFA because of the expertise of the current staff, a more consistent and less vulnerable option should be developed.

Workflow processes of the other sections of the Department seemed to be working relatively well and, although impacted by the software limitations previously discussed, the impact seems to be less than the sections specifically discussed.

The following findings and recommendations were identified relating to the Department manual and redundant processes and workflow challenges, per Citygate's review.

### 5.2 FINDINGS

- **Finding #9:** The budget system is produced entirely in Microsoft Excel, which is working due to expertise of current personnel; the budget information developed in Excel is manually input into the Banner system.
- **Finding #10:** Accounts payable processing time seems inadequate to allow for thorough review of payment requests.
- Finding #11: Procurement and accounts payable processes are mostly manual, resulting in increased use of staff resources due to increased potential of misplaced or lost documents, manual delivery of documents, and manual hard-copy document research. An Accounts Payable Laserfiche workflow project is currently being implemented.
- **Finding #12:** No procedure exists for identifying a standardized information input format for invoice billing or other applicable systems.



#### Orange County Fire Authority

Business Services Department Service Level Assessment

### 5.3 **Recommendations**

<b>Recommendation #12:</b>	Explore expanding the processing time for payroll after the end of the pay period to reduce need for staff duplication of effort to correct errors.
Recommendation #13:	Complete the current review for expansion of the processing time for accounts payable to three days prior to the processing of accounts payable checks.
<b>Recommendation #14:</b>	Continue to work with the Human Resources Department to formalize roles and responsibilities between the two departments and eliminate duplication of effort related to payroll and Human Resources employee service.
<b>Recommendation #15:</b>	Develop a procedure to standardize billing information input.



### Section 6—EXAMINATION OF CURRENT USE OF TECHNOLOGY AND SYSTEMS

### 6.1 DEPARTMENT SOFTWARE SYSTEMS REVIEW

Staff interviews revealed to Citygate that there are several issues surrounding the current technology and the use of that technology in the Department. The primary focus and technology tool of any finance department is its financial system. A good financial system increases overall efficiency and reduces the need to add staff as an organization grows. The need for staff is not eliminated, but a good financial system coupled with effective policies and procedures allow an organization to do more with fewer staff. A good financial system also helps to minimize financial information creation and dissemination frustration. On the other hand, a bad or ineffective financial system can adversely impact staff morale, efficiency, customer confidence, and overall effectiveness of the organization.

The current financial system used by the Department is the Banner system by Ellucian, which was founded in 1968. The system caters to higher education organizations and provides, per its website, a fully integrated set of financial modules. This has been the only financial system used by the Department since the inception of OCFA in 1996. Department staff, for the most part, have issues with the capabilities and functionality of the current Banner system. Citygate was informed that the current system used by the Department is the latest available version. However, even the Department staff most familiar with the system have developed workarounds to address the shortcomings of the Banner system.

Given the current COVID-19 restrictions, Citygate did not conduct an on-site review of the current Banner system and its use by the Department staff. However, most of the staff interviewed would like to see the Banner system replaced with a system with increased functionality. Although it is possible that other issues could contribute to employees disliking the Banner system (e.g., preference for a system used in another jurisdiction or an inability to comprehend and use the capabilities of the system), both legacy and new employees, experienced with various financial systems interviewed by Citygate, would like to see the system replaced due to its lack of functionality. Because of the current financial system's shortcomings, numerous workarounds and manual processes are currently being conducted by Department staff. Specific examples of shortcomings include:

- The inability to produce useful information queries without significant extra steps
- The inability to produce comprehensive financial reports and merge them into a single document



• Automated payroll, procurement, and accounts payable process capabilities are insufficient.

To address the report-writing issues, Department staff uses three different report-writing software products (Access, Argos, and Crystal Reports) to develop the financial reports needed. Although the use of report-writing products as a supplement to a financial system is not unusual, it is typically supplemental and not primary, which is the case with the Department.

The custom systems created to handle payroll (timekeeping and staffing) and billing (Integrated Fire Prevention, or IFP) were also revealed as issues to Citygate. The timekeeping and staffing systems seem to have limited levels of support, although Citygate was informed that the Information Technology (IT) Department has been provided with the source code of the two payroll-related systems. It is uncertain as to the level of expertise and understanding the IT Department has regarding these systems. There is one external creator of both timekeeping and staffing systems. Consequently, if something happens to the sole creator and the IT Department does not understand the source code, other outside expertise will have to be utilized. This could take an extended amount of time and cause a single point of failure relating to paying OCFA staff. Even absent a total system shut down, payroll systems require annual updating for local, state, and federal payroll-related adjustments, which also impact pay to OCFA staff. Citygate's understanding is that there is not a plan to allow for the potential of a disruption in the current updating process. The billing system (IFP) issue is not nearly as large as the payroll system's issue, but as with the payroll system, there is only one creator of the software and limited backup plan to address potential necessary changes in the system. Citygate was informed by staff that a replacement for the billing system is currently being developed.

The other eight financial technology software products used by the Department are typical of other municipal agencies.

The following findings and recommendations were identified relating to the Department's current use of technology and systems, per Citygate's review.

### 6.2 FINDINGS

- **Finding #13:** Key payroll systems (staffing and timekeeping) were developed and are currently maintained by one person (resulting in a single point of failure).
- **Finding #14:** Banner reports seem to be limited and difficult to obtain, requiring Department staff to use several report-writing software systems to develop needed reports.
- Finding #15: The Banner system is the latest available version.

- Finding #16: Information Technology Department support for the Banner system could be enhanced.
- **Finding #17:** Several custom systems have limited support, including staffing and timekeeping (payroll) and the Integrated Fire Prevention system (inspection fee billing).

6.3 **RECOMMENDATIONS** 

- **Recommendation #16:** Determination should be made as to the Information Technology Department staff's understanding of the source code relating to the current staffing and timekeeping systems. Training should be conducted, as necessary, to ensure the systems have multiple levels of support to ensure that, in the case of a major system failure, payroll operations can continue.
- **Recommendation #17:** Automate the procurement and accounts payable processes within the two separate purchasing and accounts payable functions. The current project relating to the use of the Laserfiche program in the accounts payable function should be revisited to ensure it meets the needs of OCFA.
- **Recommendation #18:** Repeat training on the Banner system for all applicable staff. This training should include instruction on the modules available on the most recent upgrade of the Banner system.
- **Recommendation #19:** Explore options for implementation of a fully integrated Enterprise Resource Planning system that meets the needs of the Department and OCFA. This would provide the best solution to not only address workload issues caused by the numerous workarounds currently used but would also increase staff efficiency while providing other positives to benefit the organization such as strengthening internal controls, improving policies and procedures, providing comprehensive training programs for staff, increasing staff morale, and reducing overtime to minimize staff burnout.
- **Recommendation #20:** Review the Department system's support capabilities in the Information Technology Department to ensure they are adequate.



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### SECTION 7—EXAMINATION OF PROFESSIONAL DEVELOPMENT AND TRAINING PRACTICES

### 7.1 DEPARTMENT EMPLOYEE PROFESSIONAL DEVELOPMENT AND TRAINING

The Department has had several new hires in recent years, and professional development and training areas are currently being reviewed. Ensuring that the professional development and training path is documented and understood by staff is a critical factor in maintaining good staff morale. Establishing effective professional development and training practices requires strong understanding of the Department and OCFA strategic goals and objectives. This, in turn, requires that staff understand how they are performing relative to department goals and objectives applicable to them; where they are doing well, what is needed for them to move to the next level, which areas need improvement, how they can improve, and acknowledgement of when improvement has been accomplished. Key to this is the staff evaluation process. Evaluations should be clear, understandable, and reflective of the individual staff member's role regarding the overall goals and objectives of the department. Citygate was informed by Department staff that, although emphasis has been placed on timely completion of evaluations, some evaluations remain outstanding.

Adequate staffing to accomplish the required tasks is also important to provide opportunities for professional development and to complete appropriate training, as necessary. There is a delicate balance in having too few staff, which can cause low morale and burnout issues, and too many staff, which can lead to inefficiency, low productivity, and complacency. The Department currently has two vacancies, but as discussed earlier in this report, the Department also has several manual and redundant finance practices that result in staff inefficiencies which, if addressed, could provide an opportunity to reassess the number and/or level of positions needed into the future.

The Department has recently established an informal professional development and training program allowing staff to voluntarily participate (which is highly encouraged), as opposed to an approach necessitating that staff are proactively selected. Citygate was also informed by Department management of plans to include funding in the FY 21–22 budget for a leadership development program which would be specific to professional staff (non-sworn safety personnel). Professional development and training are important to provide opportunities for internal succession planning, which can help boost morale and provide encouragement to staff. The Department should evaluate the staff inefficiencies caused by the manual and redundant processes, caused in large part by the current finance system functionality issues.

Cross-training is another important component of effective professional development and training practices. Although it can be difficult to accomplish, cross-training will allow the Department to address unexpected staff absences and other emergencies without significant decreases in service



levels. Citygate was informed during the interviews with Department staff that training and cross-training is being implemented and encouraged. Examples include:

- Accountants are provided membership into either California Society of Municipal Finance Officers or Government Finance Officers Association (GFOA) annually and are enrolled into at least one conference per year (pre-COVID).
- Finance managers register all staff for relevant online trainings annually, such as customer service training, Excel classes, American Payroll Association classes, and GFOA Accounting courses.

As part of both cross-training and succession planning efforts, the Treasury and Financial Planning Division rotates key duties among the budget analysts every two years. This reinforces an understanding of the subject matter which prepares the individuals for future promotional opportunities and also readies the division in the event of a leave of absence (temporary or permanent). The cross-training includes serving as a backup to some of the Assistant Treasurer duties as well. However, the interviews also reflected some uncertainty concerning what is required for professional development, what training is necessary, and how interested staff can take advantage of what is available.

The following findings and recommendations were identified relating to the Department professional development and training practices, per Citygate's review.

### 7.2 FINDINGS

- **Finding #18:** The professional development process is mostly based on voluntary participation or word-of-mouth referrals from staff. General coordination occurs with the Human Resources Department, but no formal procedure exists.
- **Finding #19:** Cross-training is encouraged and implemented in some areas per previous examples, but no formal written Department-wide process or procedure exists.
- Finding #20: There is uncertainty among staff regarding how to develop their careers.
- **Finding #21:** There have been several new hires and promotions within the Department, which has caused some uncertainty regarding the process for professional advancement.

### 7.3 Recommendations

**Recommendation #21:** Department management should continue to work with the Human Resources Department to develop formal professional development and training programs. Once developed, the programs should be presented to Department staff for feedback and revised as appropriate.



### SECTION 8—SUMMARY OF FINDINGS AND RECOMMENDATIONS AND RECOMMENDATION PRIORITY PLAN

### 8.1 FINDINGS AND RECOMMENDATIONS

The following is a summary of the findings and recommendations discussed throughout this report.

### 8.1.1 Findings

Structure, Operations, and Management Practices

- **Finding #1:** The Department has experienced and knowledgeable staff and well-documented policies/procedures.
- Finding #2: The Department performance measures are only generally worded.
- **Finding #3:** Although Department management uses several methods to communicate OCFA initiatives to staff, and noting that it is important in the efficient operations of any agency for staff to be somewhat flexible to address the everchanging fire service environment, a general staff feeling remains that communication timeliness relating to actions impacting staff workloads causes some staff to feel hurried to implement.
- **Finding #4:** The Department has not conducted an externally facilitated team building exercise to identify staff concerns and develop a goals and objectives action plan.

### Formal and Informal Policies and Procedures

- **Finding #5:** The Department has thoroughly written financial administrative policies and procedures.
- Finding #6: Over 500 CAL-Cards are currently open.
- **Finding #7:** The Fire Marshal has unilateral authority to adjust or waive fees and the Accounts Receivable Supervisor can waive late fees under certain conditions.
- **Finding #8:** Written policies and procedures seem to be largely followed by Department and OCFA staff.

### Manual or Redundant Processes and Workflow Challenges

**Finding #9:** The budget system is produced entirely in Microsoft Excel, which is working due to expertise of current personnel; the budget information developed in Excel is manually input into the Banner system.



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- **Finding #10:** Accounts payable processing time seems inadequate to allow for thorough review of payment requests.
- Finding #11: Procurement and accounts payable processes are mostly manual, resulting in increased use of staff resources due to increased potential of misplaced or lost documents, manual delivery of documents, and manual hard-copy document research. An Accounts Payable Laserfiche workflow project is currently being implemented.
- **Finding #12:** No procedure exists for identifying a standardized information input format for invoice billing or other applicable systems.

#### **Current Use of Technology and Systems**

- **Finding #13:** Key payroll systems (staffing and timekeeping) were developed and are currently maintained by one person (resulting in a single point of failure).
- **Finding #14:** Banner reports seem to be limited and difficult to obtain, requiring Department staff to use several report-writing software systems to develop needed reports.
- Finding #15: The Banner system is the latest available version.
- Finding #16: Information Technology Department support for the Banner system could be enhanced.
- **Finding #17:** Several custom systems have limited support, including staffing and timekeeping (payroll) and the Integrated Fire Prevention system (inspection fee billing).

#### **Professional Development and Training Practices**

- **Finding #18:** The professional development process is mostly based on voluntary participation or word-of-mouth referrals from staff. General coordination occurs with the Human Resources Department, but no formal procedure exists.
- **Finding #19:** Cross-training is encouraged and implemented in some areas per previous examples, but no formal written Department-wide process or procedure exists.
- Finding #20: There is uncertainty among staff regarding how to develop their careers.
- **Finding #21:** There have been several new hires and promotions within the Department, which has caused some uncertainty regarding the process for professional advancement.



### 8.1.2 Recommendations

#### Structure, Operations, and Management Practices

- **Recommendation #1:** Conduct an externally facilitated team building and goals and objectives development session to improve Department cohesiveness, communication, and morale.
- **Recommendation #2:** Implement team-wide meeting schedules throughout the Department, involving division management and team members to maximize communication effectiveness. This would include establishing set times during the week or month so employees can plan around existing work schedules.
- **Recommendation #3:** A Department second-in-command should be identified to ensure business continuity if the Assistant Chief cannot be reached to provide direction (while out of the office, on vacation, sick, etc.). This recommendation relates to the assignment of an existing management staff member to this responsibility. This responsibility could also be rotated between the applicable management staff to assist in succession development.
- **Recommendation #4:** Expand performance measures to include measures specific to all sections of the Department.
- **Recommendation #5:** Build a more supportive, integrated, recognized, and valued business unit by:
  - 1. Acknowledging staff concerns and issues when they are raised.
  - 2. Using scheduled Department meetings and one-on-ones to engage staff in problem solving, including concerns and issues raised as well as on OCFA-wide issues to which the Department can be of service internally.
  - 3. Combining listening and problem-solving components into team building efforts, allowing Department members to be engaged in solutions for business operations issues including those that may touch on improving services to other OCFA departments and services.



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### Formal and Informal Policies and Procedures

<b>Recommendation #6:</b>	The fee waiver/revision policy should be amended to set parameters for oversight when it is within policy to waive or revise the collection of fees.
<b>Recommendation #7:</b>	Update the CAL-Card policy to ensure effective allocation procedures and more specifically identified disciplinary consequences of CAL- Card misuse.
<b>Recommendation #8:</b>	Complete the current review of CAL-Cards use history and necessity for current cardholders to determine if all cards distributed are necessary.
<b>Recommendation #9:</b>	Consolidate the various fund balance policies into a single policy to minimize confusion.
<b>Recommendation #10:</b>	Establish a process to randomly test the adherence to policies within the Department.
<b>Recommendation #11:</b>	Ensure timely reporting of fraud items and disposition to the appropriate body as required by the fraud hotline program.
Manual or Redundant P	rocesses and Workflow Challenges
Recommendation #12:	Explore expanding the processing time for payroll after the end of the pay period to reduce need for staff duplication of effort to correct errors.
Recommendation #13:	Complete the current review for expansion of the processing time for accounts payable to three days prior to the processing of accounts payable checks.
<b>Recommendation #14:</b>	Continue to work with the Human Resources Department to formalize roles and responsibilities between the two departments and eliminate duplication of effort related to payroll and Human Resources employee

**Recommendation #15:** Develop a procedure to standardize billing information input.

service.



### Current Use of Technology and Systems

- **Recommendation #16:** Determination should be made as to the Information Technology Department staff's understanding of the source code relating to the current staffing and timekeeping systems. Training should be conducted, as necessary, to ensure the systems have multiple levels of support to ensure that, in the case of a major system failure, payroll operations can continue.
- **Recommendation #17:** Automate the procurement and accounts payable processes within the two separate purchasing and accounts payable functions. The current project relating to the use of the Laserfiche program in the accounts payable function should be revisited to ensure it meets the needs of OCFA.
- **Recommendation #18:** Repeat training on the Banner system for all applicable staff. This training should include instruction on the modules available on the most recent upgrade of the Banner system.
- **Recommendation #19:** Explore options for implementation of a fully integrated Enterprise Resource Planning system that meets the needs of the Department and OCFA. This would provide the best solution to not only address workload issues caused by the numerous workarounds currently used but would also increase staff efficiency while providing other positives to benefit the organization such as strengthening internal controls, improving policies and procedures, providing comprehensive training programs for staff, increasing staff morale, and reducing overtime to minimize staff burnout.
- **Recommendation #20:** Review the Department system's support capabilities in the Information Technology Department to ensure they are adequate.

### **Professional Development and Training Practices**

**Recommendation #21:** Department management should continue to work with the Human Resources Department to develop formal professional development and training programs. Once developed, the programs should be presented to Department staff for feedback and revised as appropriate.



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### 8.2 **RECOMMENDATIONS PRIORITY PLAN**

The following is a priority table of Citygate's recommendations contained in this report. The priorities indicated are (A) to indicate urgent items which should be initiated or completed as soon as possible; (B) to indicate those items which are not urgent, but Citygate would strongly recommend that they be accomplished within the next six months to one year; and (C) to indicate items which are not critical but recommended over the next couple years.

#### Table 3—Recommendation Priority Plan

#### Priority Legend: A – Urgent | B – Strongly recommended | C – Non-critical but would improve operations

Recommendation	Responsible Party	Priority	Benefits
<b>Recommendation #1:</b> Conduct an externally facilitated team building and goals and objectives development session to improve Department cohesiveness, communication, and morale.	Department Assistant Chief	В	Implementation of this recommendation will provide the Assistant Chief and Department staff with valuable information to identify issues and solutions in the Department to help maintain good morale and communication among the staff.
<b>Recommendation #2:</b> Implement team-wide meeting schedules throughout the Department, involving division management and team members to maximize communication effectiveness. This would include establishing set times during the week or month so employees can plan around existing work schedules.	Department Assistant Chief / All Division Managers	С	This will help with overall information sharing throughout the Department and assist with staff calendar scheduling. This may not be an issue when the team building exercise is accomplished.
<b>Recommendation #3:</b> A Department second- in-command should be identified to ensure business continuity if the Assistant Chief cannot be reached to provide direction (while out of the office, on vacation, sick, etc.). This recommendation relates to the assignment of an existing management staff member to this responsibility. This responsibility could also be rotated between the applicable management staff to assist in succession development.	Department Assistant Chief	С	This will assist in succession development.
<b>Recommendation #4:</b> Expand performance measures to include measures specific to all sections of the Department.	Department Assistant Chief / All Division Managers	В	This will help bring focus to what is expected of staff to meet the goals and objectives of the Department.



### Priority Legend: A – Urgent | B – Strongly recommended | C – Non-critical but would improve operations

Recommendation	Responsible Party	Priority	Benefits
<ul> <li>Recommendation #5: Build a more supportive, integrated, recognized, and valued business unit by:</li> <li>1. Acknowledging staff concerns and issues when they are raised.</li> </ul>	Department Assistant Chief / All Division Managers	В	This will improve engagement and ultimately "buy-in" on various Department initiatives. This could also help to improve Department overall morale.
<ol> <li>Using scheduled Department meetings and one-on-ones to engage staff in problem solving, including concerns and issues raised as well as on OCFA-wide issues to which the Department can be of service internally.</li> </ol>			
<ol> <li>Combining listening and problem-solving components into team building efforts, allowing Department members to be engaged in solutions for business operations issues including those that may touch on improving services to other OCFA departments and services.</li> </ol>			
<b>Recommendation #6:</b> The fee waiver/revision policy should be amended to set parameters for oversight when it is within policy to waive or revise the collection of fees.	Finance Manager	В	This will tighten the open-ended authority to adjust fees and improve internal control.
<b>Recommendation #7:</b> Update the CAL-Card policy to ensure effective allocation procedures and more specifically identified disciplinary consequences of CAL-Card misuse.	Purchasing Manager	С	This will strengthen the internal control of the program.
<b>Recommendation #8:</b> Complete the current review of CAL-Cards use history and necessity for current cardholders to determine if all cards distributed are necessary.	Purchasing Manager	С	This will strengthen the internal control of program.
<b>Recommendation #9:</b> Consolidate the various fund balance policies into a single policy to minimize confusion.	Finance Manager	С	Although minor, this will simplify the policy documentation relating to fund balance.
<b>Recommendation #10:</b> Establish a process to randomly test the adherence to policies within the Department.	Department Assistant Chief / All Division Managers	В	This will strengthen financial internal control.
<b>Recommendation #11:</b> Ensure timely reporting of fraud items and disposition to the appropriate body as required by the fraud hotline program.	Department Assistant Chief / Finance Manager / Treasury Manager	В	This will strengthen financial internal control.





### Priority Legend: A – Urgent | B – Strongly recommended | C – Non-critical but would improve operations

	Deepensible		
Recommendation	Responsible Party	Priority	Benefits
<b>Recommendation #12:</b> Explore expanding the processing time for payroll after the end of the pay period to reduce need for staff duplication of effort to correct errors.	Department Assistant Chief / Finance Manager / Payroll and Accounts Payable Manager	С	This will help minimize errors to be corrected in the future.
<b>Recommendation #13:</b> Complete the current review for expansion of the processing time for accounts payable to three days prior to the processing of accounts payable checks.	Payroll and Accounts Payable Manager	В	This will strengthen internal control by increasing the ability to review documentation prior to check production.
<b>Recommendation #14:</b> Continue to work with the Human Resources Department to formalize roles and responsibilities between the two departments and eliminate duplication of effort related to payroll and Human Resources employee service.	Finance Manager / Payroll and Accounts Payable Manager	С	This will help minimize errors to be corrected in the future.
<b>Recommendation #15:</b> Develop a procedure to standardize billing information input.	Finance Manager	С	This will help minimize errors to be corrected in the future.
<b>Recommendation #16:</b> Determination should be made as to the Information Technology Department staff's understanding of the source code relating to the current staffing and timekeeping systems. Training should be conducted, as necessary, to ensure the systems have multiple levels of support to ensure that, in the case of a major system failure, payroll operations can continue.	Finance Manager / Payroll and Accounts Payable Manager	A	This is needed to prevent a major issue that would impact payroll processing to almost 1,600 OCFA staff.
<b>Recommendation #17:</b> Automate the procurement and accounts payable processes within the two separate purchasing and accounts payable functions. The current project relating to the use of the Laserfiche program in the accounts payable function should be revisited to ensure it meets the needs of OCFA.	Purchasing Manager / Finance Manager / Payroll and Accounts Payable Manager	В	This will improve operational efficiency and provide a review of the delayed solution to ensure it still addresses the needs of the Department.
<b>Recommendation #18:</b> Repeat training on the Banner system for all applicable staff. This training should include instruction on the modules available on the most recent upgrade of the Banner system.	Department Assistant Chief / All Division Managers	A	This will help identify system issues which are causing several manual processes, as opposed to lack of understanding by applicable staff of the system capabilities.



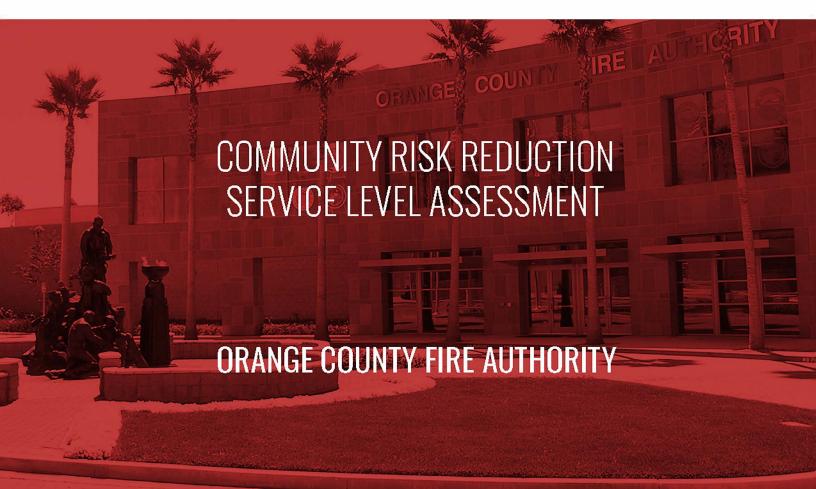
### Priority Legend: A – Urgent | B – Strongly recommended | C – Non-critical but would improve operations

Recommendation	Responsible Party	Priority	Benefits
<b>Recommendation #19:</b> Explore options for implementation of a fully integrated Enterprise Resource Planning system that meets the needs of the Department and OCFA. This would provide the best solution to not only address workload issues caused by the numerous workarounds currently used but would also increase staff efficiency while providing other positives to benefit the organization such as strengthening internal controls, improving policies and procedures, providing comprehensive training programs for staff, increasing staff morale, and reducing overtime to minimize staff burnout.	Department Assistant Chief / All Division Managers	С	Although difficult, costly, and time-consuming, implementation of this recommendation should be considered as a strategic priority to improve the Department and OCFA.
<b>Recommendation #20:</b> Review the Department system's support capabilities in the Information Technology Department to ensure they are adequate.	Department Assistant Chief / All Division Managers	A	This will help identify system issues which are causing several manual processes, as opposed to lack of understanding by applicable staff of the system capabilities.
<b>Recommendation #21:</b> Department management should continue to work with the Human Resources Department to develop formal professional development and training programs. Once developed, the programs should be presented to Department staff for feedback and revised as appropriate.	Department Assistant Chief / All Division Managers	В	This will help provide Department staff with a clearer understanding of what is needed to advance professionally and access any needed training.



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## OCTOBER 21, 2021





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### **EXECUTIVE SUMMARY**

Citygate Associates, LLC (Citygate) is pleased to present this final Service Level Assessment (SLA) as part of a larger organizational strategic plan initiative for the Orange County Fire Authority (OCFA). This SLA reviews the Community Risk Reduction (CRR) Department (Department), which consists of three divisions and 11 sections with a Fiscal Year (FY) 20/21 operating budget of \$15.8 million supported by 73 personnel.

Essential to any effective fire agency is a focus on reducing or eliminating the incidence and impacts of hazard occurrences within the community or jurisdiction, including fires, medical emergencies, hazardous materials releases, and other related hazards. Historically referred to as fire prevention, a more appropriate emerging contemporary term for this function is community risk reduction.

Citygate's review of the OCFA CRR Department included extensive review of Department data and documentation, including budget, performance, policies, procedures, operating guidelines, and position descriptions. Citygate also administered an internal Strengths, Weaknesses, Opportunities, and Threats (SWOT) survey in all CRR divisions and sections, as well as a feedback survey questionnaire of external OCFA partner agency building and planning officials. Citygate also administered a workload analysis survey and conducted one-on-one and focus group interviews of Department management and staff to identify any current or near future workload capacity gaps and single points of failure in critical business functions, processes, or services.

As requested by OCFA executive management, this assessment focused on review and evaluation of the following seven specific Departmental functions and practices.

- 1. Internal structure, operational and management practices, and controls
- 2. External partner interactions and workflow challenges
- 3. Use of professional resources and technology
- 4. Professional development and training practices
- 5. Staffing and deployment levels
- 6. Cost recovery strategies
- 7. Risk-based program approach for volume and priority of workload.

From this comprehensive review, Citygate identified the following five recurring themes across all three divisions and 11 sections:

1. The Department is very well organized with strong, effective leadership and a staff committed to "getting the job done."



- 2. There is a strong cultural focus on customer service, teamwork, and continuous improvement.
- 3. Department staff are supported with good written policies and procedures.
- 4. The Department is meeting all but one recognized industry best practice.
- 5. There are minimal single points of failure and some staffing capacity gaps.

This assessment identified 25 findings and 9 actionable recommendations to enhance or improve overall CRR Department operations. One key recommendation is to provide 6.6 to 13.25 additional FTE staffing capacity as funding permits to resolve identified staffing capacity gaps and single points of failure, as summarized in the following table.

### Table 1—CRR Staffing Capacity Gap / Single Points of Failure Analysis (From Table 11)

Staffing Conseits Con / Simple Daint of Failure	Estimated Capacity Needed		
Staffing Capacity Gap / Single Point of Failure	Annual Hours	Equivalent FTE <sup>1</sup>	
Early Development Project Coordination	490–980	0.25–0.5	
Wildland Pre-Fire Planning	980–1,960	0.5–1.0	
Community Wildfire Mitigation	7,840–15,680	4.0-8.0	
Business/Management Analyst	1,960–3,920	1.0–2.0	
Dedicated IT/GIS Support	980–1,960	0.5–1.0	
Internal Training Coordination	653–1,470	0.33–0.75	
Total	12,903–25,970	6.6–13.25	

<sup>1</sup> FTE = full-time equivalent capacity assuming 1 FTE = 1,960 annual hours.

A summary of all findings and recommendations, as well as a priority list of the recommendations, is included in **Section 4**.



### SECTION 1—INTRODUCTION AND BACKGROUND

### 1.1 PURPOSE OF THE ASSESSMENT

Preparatory to development of a strategic plan, the Orange County Fire Authority (OCFA) tasked Citygate Associates, LLC (Citygate) to conduct a Service Level Assessment (SLA) of each business unit to ensure the overall strategic plan provided a comprehensive and accurate strategy going forward. This Community Risk Reduction (CRR) Department (Department) SLA is the final of eight SLAs conducted.

### **1.2 SCOPE OF ASSESSMENT**

As requested by OCFA executive management, the scope of this SLA included review and evaluation of the following seven specific areas:

- 1. Internal structure, operational and management practices, and controls
- 2. External partner interactions and workflow challenges
- 3. Use of professional resources and technology
- 4. Professional development and training practices
- 5. Staffing and deployment levels
- 6. Cost recovery strategies
- 7. Risk-based program approach for volume and priority of workload.

### 1.3 PROJECT APPROACH AND METHODOLOGY

### 1.3.1 Project Approach

Citygate utilized multiple sources to gather and understand information about the CRR Department, including requesting and reviewing relevant data and documentation related to organizational structure, budgets, staffing levels, services provided, policies and procedures, performance measures, management practices, and prior studies to better understand how the Department currently operates relative to the specific areas of focus.

### 1.3.2 Methodology

For this assessment, Citygate reviewed the Department organizational chart; position descriptions; policies, procedures, and operating guidelines; budget; and performance measures. Citygate subsequently interviewed the Department management team and Assistant Fire Marshals and conducted individual interviews with representative personnel from each division and section.

Citygate also administered a Strengths, Weaknesses, Opportunities, and Threats (SWOT) assessment to each division and section, as well as a stakeholder feedback survey questionnaire of external partner agency building and planning officials. Citygate also administered a workload analysis survey of selected representative personnel and conducted follow-up interviews as needed to identify any current or near future workload capacity gaps and single points of failure in critical business functions, processes, or services.

### 1.3.3 Best Practice References

Citygate utilized the following best practice references for this assessment:

•	NFPA 1031	Standard for Professional Qualifications for Fire Inspector and Plan Examiner (2014 Edition)		
<b>♦</b>	NFPA 1037	Standard on Fire Marshal Professional Qualifications (2016 Edition)		
<b>♦</b>	NFPA 1300	Standard on Community Risk Assessment and Community Risk Reduction Plan Development (2020 Edition)		
•	NFPA 1730	Standard on Organization and Deployment of Fire Prevention Inspection and Code Enforcement, Plan Review, Investigation, and Public Education Operations (2019 Edition)		

### **1.4 OVERALL THEMES**

From this comprehensive assessment, Citygate identified the following seven recurring themes across all three divisions.

### 1.4.1 Well Organized

The Department is very well organized into three appropriate functional divisions and 11 subsections, with appropriate supervisory span of control in all sections except New Construction, as identified in **Section 3.1**.

### 1.4.2 Strong Leadership

The Department has excellent leadership at all levels, as evidenced by SWOT survey results and individual and focus group interviews. Citygate consistently heard high job satisfaction expressed, which is ultimately a reflection of leadership. Citygate also found very minimal staff turnover, other than retirements or relocation out of the area, which is also a reflection of good leadership. In addition, all Department supervisors and managers meet best practice minimum qualifications.<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> NFPA 1031 and NFPA 1037.



### 1.4.3 Highly Committed Staff

From the Assistant Chief / Fire Marshal down through all levels of management and supervision, Citygate consistently heard of staff's strong work ethic and dedication to "getting the job done." In Citygate's experience, this reflects very good recruitment, leadership, support, training, delegation, accountability, and employee appreciation.

### 1.4.4 Strong Cultural Focus

This review of the CRR Department revealed a very strong cultural focus on customer service through teamwork and continuous improvement. In Citygate's experience and opinion, this is a reflection not only of excellent leadership but also one of continuous team-building and individual employee and team appreciation of each other's contributions.

### 1.4.5 Meeting Best Practices

With the exception of not having a Community Risk Reduction Plan, the CRR Department is meeting the following recognized industry best practices:

•	NFPA 1031	Standard for Professional Qualifications for Fire Inspector and Plan Examiner (2014 Edition)
•	NFPA 1037	Standard on Fire Marshal Professional Qualifications (2016 Edition)
•	NFPA 1300	Standard on Community Risk Assessment and Community Risk Reduction Plan Development (2020 Edition)
<b>♦</b>	NFPA 1730	Standard on Organization and Deployment of Fire Prevention Inspection and Code Enforcement, Plan Review, Investigation, and Public Education Operations (2019 Edition)

### 1.4.6 Minimal Single Points of Failure

Only three potential single points of failure were identified from this assessment:

- 1. A single person is performing all wildland pre-fire planning functions, with no redundant capacity, cross-training, or succession plan.
- 2. There is no analyst-level capacity to provide critical support of all divisions and sections, including grant coordination, contract administration, systems integration support, data analytics, and special projects and studies.
- 3. There is no dedicated internal management/oversight of the final development, testing, implementation, and ongoing management of the Department's new Orion Record Management System.



### 1.4.7 Some Staffing Capacity Gaps

In addition to the three single points of failure, this assessment identified the following staffing capacity gaps:

- Insufficient Wildland Pre-Fire Management Community Wildfire Prevention capacity to meet annual state wildland safety inspection demand
- Lack of dedicated CRR Information Technology (IT) / Geographic Information System (GIS) support
- Lack of dedicated early development planning project coordination with OCFA member jurisdictions
- Lack of dedicated internal CRR training coordination.

The following table summarizes Citygate's estimate of annual hours and equivalent full-time equivalents (FTEs) needed to eliminate the identified staffing capacity gaps and single points of failure.

### Table 2—CRR Staffing Capacity Gap / Single Points of Failure Analysis (From Table 11)

Staffing Conseits Con / Single Daint of Failure	Estimated Capacity Needed		
Staffing Capacity Gap / Single Point of Failure	Annual Hours	Equivalent FTE <sup>1</sup>	
Early Development Project Coordination	490–980	0.25–0.5	
Wildland Pre-Fire Planning	980–1,960	0.5–1.0	
Community Wildfire Mitigation	7,840–15,680	4.0-8.0	
Business/Management Analyst	1,960–3,920	1.0–2.0	
Dedicated IT/GIS Support	980–1,960	0.5–1.0	
Internal Training Coordination	653–1,470	0.33–0.75	
Total	12,903–25,970	6.6–13.25	

 $^{1}$  FTE = full-time equivalent capacity assuming 1 FTE = 1,960 annual hours.



### 1.5 **REPORT ORGANIZATION**

This report is organized into the following sections.

- **Executive Summary**—Summarizes the scope of work, key recurring project themes, staffing capacity needs, and recommended staffing increases.
- Section 1 Introduction and Background—Summarizes assessment purpose and scope, project approach and methodology, best-practice references, and overall themes of the assessment.
- Section 2 Community Risk Reduction Department Overview—Provides an overview of the CRR Department and its three divisions and summarizes budget and personnel allocation.
- Section 3 Service Level Review—Provides Citygate's detailed review and assessment of the seven specific focus areas, including findings and recommendations.
- Section 4 Findings and Recommendations—Provides a sequential list of all of the findings and recommendations contained in Section 3, including a suggested prioritization of recommendations.
- Appendix A CRR Department SWOT Survey Summary Results—Summary tables of SWOT surveys from each CRR division.
- Appendix B External Partner Agency Feedback Survey and Summary Results— OCFA member agency CRR feedback questionnaire and summary results tables.

Overall, this assessment provides 25 findings and 9 actionable recommendations.



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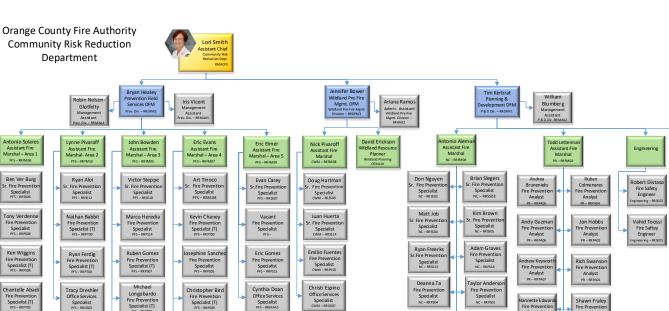
### SECTION 2—COMMUNITY RISK REDUCTION DEPARTMENT OVERVIEW

### 2.1 COMMUNITY RISK REDUCTION DEPARTMENT

The CRR Department works with the development community and partner agencies to build safer communities through the systematic mitigation of risk; with community stakeholders and residents to maintain and enhance safety at the neighborhood level; and with other agencies and stakeholders to evaluate loss and improve mitigation through education, engineering, and enforcement. Under the direction of an Assistant Chief / Fire Marshal, the Department consists of 72 personnel and one contract plan reviewer organized into three divisions, each headed by a Deputy Fire Marshal, as follows:

- Planning and Development
- Prevention Field Services
- Wildland Pre-Fire Management

The following is an organizational chart of the Department as of the time of this assessment.



hnathan Lir

PR – Plan Review

NC - RR

Joe Ortega

Specialist NC – RRPS02

### Figure 1—OCFA CRR Department Organization Chart



Julie Lipshir

Note: All trainees-indicated by "(T)" in position title-were all promoted before completion of this report.



P & D Div – Planning & Development Division

Section 2—Community Risk Reduction Department Overview

### 2.1.1 Planning and Development Division

The Planning and Development Division consists of 31 full-time personnel, one part-time employee, and one contract employee, all led by a Deputy Fire Marshal. The Division's Fiscal Year (FY) 20/21 budget is \$5.97 million, 96 percent of which is for salaries and benefits with the remaining \$216,000 for services and supplies.

The Planning and Development Division interacts with developers, architects, engineers, the public, and other stakeholders to ensure new buildings and developments conform with applicable fire protection and public safety requirements. The Division is organized into four sections as follows.

### Front Counter Section (4.5 FTE)

The Front Counter Section interacts with developers, contractors, partner agencies, and the public to receive plan submittals, coordinate plan processing, and provide general CRR customer assistance with three full-time Permit Technicians and one part-time Fire Prevention Services Specialist under the supervision of a Permit Supervisor.

Front Counter Section performance goals include:

- Customer wait time less than five minutes 90 percent of the time
- Fire plan same-day pickup notification 90 percent of the time
- Partner agency next-day plan pickup/delivery 90 percent of the time.

Although all OCFA offices have been closed to the public since approximately March 13, 2020, due to COVID-19, the Front Counter Section has continued to provide "drive-through" services and limited office access. The following table summarizes Front Counter Section performance from FY 19/20.

	FY 19/20		
Performance Measure	Total Number	Number Meeting Goal	Performance Goal Percent
Customer Wait Time Less Than Five Minutes	7,067	6,007	85.0%
Same-Day Fire Plan Pickup Notification	8,667	8,637	99.7%
Partner Agency Next-Day Plan Pickup/Delivery	542	540	99.6%

### Table 3—Front Counter Section Performance Summary

Front Counter Section performance standards established in FY 19/20.



# **Finding #1:** Except for COVID-19 impacts in FY 19/20, Planning and Development Front Counter Section performance exceeds established goals.

### Plan Review Section (10 FTE Plus 1 Contractor)

The Plan Review Section reviews all development and building permit applications for conformance with applicable fire protection and life safety codes, ordinances, and regulations with seven Fire Prevention Analysts, two Fire Prevention Specialists, and one contract Plan Reviewer under an Assistant Fire Marshal.

Over the previous three years, the Plan Review Section has reviewed 20 to 25 Environmental Impact Reports and conducted an average of approximately 8,100 plan reviews annually, as summarized in the following table.

Sonvice	Year			Tetal
Service	2018	2019	2020	Total
Plan Review	7,684	9,021	7,910	24,615
EIR Review	20	25	25	70
Total	7,704	9,046	7,935	24,685

### Table 4—Plan Review Section Workload Summary

Plan Review performance goals include:

- Completion of less complex plan reviews within five days at 90 percent or better reliability
- Completion of more complex plan reviews within 10 days at 90 percent or better reliability.

The following table summarizes Plan Review Section performance over the three previous fiscal years.



	FY 18/19				FY 19/2	20	FY 20/21		
Performance Measure	Total Number	Number Meeting Goal	Performance Goal Percent	lotal		Performance Goal Percent		Number Meeting Goal	Performance Goal Percent
5-Day Plan Review	1,626	1,484	91.3%	1,531	1,351	88.2%	1,530	1,439	94.6%
10-Day Plan Review	4,230	3,211	75.9%	4,462	2,999	67.2%	4,274	3,682	86.1%

Table 5—Plan Review Section Performance Summary

As the previous table shows, except for five-day plan reviews in FY18/19 and FY 20/21, Planning and Development Plan Review Section performance is not meeting established goals. Staff interviews suggest this was due to plan reviews not being assigned to individual plan reviewers and plan reviewers randomly selecting plans from a list based on due date. This resulted in many plans not being reviewed until the 9<sup>th</sup> day. Ten-day plan review performance was further impacted in FY 19/20 with elimination of "over-the-counter" plan reviews, priority given to five-day plan reviews, and closure of CRR offices to the public due to COVID-19. This procedure was changed in FY 19/20, and plan reviews are now assigned to each plan reviewer with a goal of developing better performance accountability and broader plan review proficiency. Citygate's subsequent review of more recent performance in FY 20/21 shows significant improvement nearly meeting the 90 percent performance goal. Citygate finds this to be a noteworthy improvement in process, accountability, and resultant performance.

Finding #2:	Except for five-day plan reviews in FY 18/19 and FY 20/21, Planning and Development Plan Review Section performance did not meet established goals over the three-year study.
Finding #3:	Subsequent to implementation of revised plan review procedures in FY 19/20, plan review performance has improved significantly, with five-day plan reviews meeting or exceeding performance goals since July 2020 and 10-day reviews improving to 80 <sup>th</sup> percentile or better
	performance since August 2020.

#### New Construction Section (13 FTE)

The New Construction Section inspects all new construction and developments for appropriate installation and operation of all required fire and life safety systems and devices with five Senior Fire Prevention Specialists, five Fire Prevention Specialists, and two Office Services Specialists under an Assistant Fire Marshal.

New Construction performance goals include:

- NFPA 13D residential fire sprinkler system inspections completed by next day 90 percent of the time
- Fire and life safety inspections completed within three days 90 percent of the time.

The following table summarizes New Construction Section performance over the three previous fiscal years.

	FY 18/19			FY 19/20			FY 20/21		
Performance Measure	Total Number	Number Meeting Goal	Performance Goal Percent		Number Meeting Goal	Performance Goal Percent		Number Meeting Goal	Performance Goal Percent
NFPA 13D Inspections	5,866	5,866	100.0%	3,887	3,862	99.4%	3,699	3,657	98.9%
Fire/Life Safety Inspections	17,106	17,012	99.5%	15,185	15,071	99.2%	11,477	11,461	99.9%

#### Table 6—New Construction Section Performance Summary

As the previous table shows, the New Construction Section met established performance goals for both NFPA 13D inspections and fire and life safety inspections over the three-year study period.

**Finding #4:** Planning and Development New Construction Section performance exceeded established performance goals for both NFPA 13D inspections and fire and life safety inspections over the three-year study period.

#### **Engineering Section (2 FTE)**

The Engineering Section supports the entire Division as needed and in particular reviews and approves any proposed Alternate Means or Methods to achieve fire and life safety code conformance with two Fire Safety Engineers working directly under the Planning and Development Deputy Fire Marshal.

Through November 2020, the Engineering Section provided an estimated \$103,800 of direct service value to CRR customers and an estimated \$1.65 million in indirect cost savings. The Section is also expected to exert 70 percent of its work effort on direct customer-related workload and the remaining 30 percent on administrative work, including research, code development, collaboration with cities, and related activities. Through November of FY 20/21, the Section met or exceeded this goal, except for the first three months where direct customer-related workload fell into the 60<sup>th</sup> percentile.



#### 2.1.2 Prevention Field Services Division

The Prevention Field Services (PFS) Division includes 31 full-time personnel and is led by a Deputy Fire Marshal. The Division's FY 20/21 budget is \$5.01 million, 99 percent of which is for salaries and benefits, with the remaining \$45,000 for services and supplies.

The PFS Division provides the following services:

- Annual inspection of mandated and high-risk occupancies<sup>2</sup>
- Annual inspection of business occupancies including those with a dust collection, spray booth, or high-piled storage permit
- Inspection of state-licensed care facilities
- Inspection of other facilities as identified by the PFS Assistant Fire Marshals
- Inspection of special events
- Referrals to/from other agencies
- Referrals and complaints from operations personnel.

The PFS Division also coordinates with the Operations Department for fire station crews to conduct the following inspections:

- Annual inspection of other Assembly, Education, Hotel/Motel, and Business occupancies with a hood/duct system
- Inspection of Mercantile, Business, Utility, some Factory, and some Storage occupancies
- Inspection of designated Low Frequency / Low Consequence occupancies as assigned.

PFS performance metrics include:

- Completion of mandated annual inspections
- Completion of 90 percent of targeted non-mandated higher risk occupancy inspections
- Completion of state-licensed care facility inspections
- Completion of special event inspections

<sup>&</sup>lt;sup>2</sup> Multi-family residential, schools, jails, and high-rise occupancies.

#### • Completion of referral inspections.

PFS workload is prioritized with the highest life safety risk occupancies inspected first, followed by occupancy classifications with lower life safety risk. The following table summarizes PFS performance from FY 17/18 through FY 19/20.

		FY 17/18			FY 18/19		FY 19/20		
Inspection Type	Total Number	Number Completed	Percent Completed	Total Number	Number Completed	Percent Completed	Total Number	Number Completed	Percent Completed
Mandated Annual	6,526	6,526	100.00%	6,773	6,773	100.00%	7,085	7,085	100.00%
High-Rise	212	212	100.00%	218	218	100.00%	232	232	100.00%
Incarceration (Ops)	14	14	100.00%	19	19	100.00%	20	20	100.00%
School (Ops)	873	873	100.00%	1,097	1,097	100.00%	1,213	1,213	100.00%
Multi-Family Residential (Ops)	5,427	5,427	100.00%	5,439	5,439	100.00%	5,620	5,620	100.00%
Non-Mandated Annual	7,943	7,238	91.12%	8,241	7,811	94.78%	10,229	1,271	12.43%
State-Licensed Care Facility	366	366	100.00%	340	340	100.00%	394	394	100.00%
Business/Other Occupancy <sup>1</sup>	6,475	5,770	89.11%	6,733	6,303	93.61%	8,958	0	0.00%
Special Event	831	831	100.00%	780	780	100.00%	510	510	100.00%
Complaint	212	212	100.00%	338	338	100.00%	307	307	100.00%
Referral	59	59	100.00%	50	50	100.00%	60	60	100.00%
Total	14,469	13,764	95.13%	15,014	14,584	97.14%	17,314	8,356	48.26%

#### **Table 7—Prevention Field Services Section Performance Summary**

<sup>1</sup> No inspections performed in FY 19/20 due to COVID-19.

**Finding #5:** With exception of non-mandatory business and other lower-risk occupancy inspections in FY 19/20 due to COVID-19, Prevention Field Services Section performance meets or exceeds established goals.

The PFS Division is organized into five field offices as follows.

#### Area 1 Field Office (6 FTE) – West and North Orange County

The Area 1 field office serves Buena Park, Cypress, La Palma, Seal Beach, Stanton, Westminster, and Yorba with one Senior Fire Prevention Specialist, three Fire Prevention Specialists, and one Office Services Specialist under the supervision of an Assistant Fire Marshal.



#### Area 2 Field Office (5 FTE) – Central Orange County

The Area 2 field office serves Irvine, Tustin, and Villa Park with one Senior Fire Prevention Specialist, two Fire Prevention Specialists, and one Office Services Specialist under the supervision of an Assistant Fire Marshal.

#### Area 3 Field Office (6 FTE) – South Orange County

The Area 3 field office serves Aliso Viejo, Dana Point, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Mission Viejo, Rancho Santa Margarita, San Clemente, and San Juan Capistrano with one Senior Fire Prevention Specialist, three Fire Prevention Specialists, and one Office Services Specialist under the supervision of an Assistant Fire Marshal.

#### Area 4 Field Office (6 FTE) – Santa Ana

The Area 4 field office serves the City of Santa Ana with one Senior Fire Prevention Specialist, three Fire Prevention Specialists, and one Office Services Specialist under the supervision of an Assistant Fire Marshal.

#### Area 5 Field Office (5 FTE) – Garden Grove

The Area 5 field office serves the City of Garden Grove with one Senior Fire Prevention Specialist, two Fire Prevention Specialists, and one Office Services Specialist under the supervision of an Assistant Fire Marshal.

#### 2.1.3 Wildland Pre-Fire Management Division

The Wildland Pre-Fire Management (WPFM) Division consists of eight full-time personnel and is led by a Deputy Fire Marshal. The Division's FY 20/21 budget is \$1.43 million, 89 percent of which is for salaries and benefits, with the remaining \$152,000 for services and supplies.

The WPFM Division interacts with communities and stakeholders to reduce the occurrence and impacts of wildfire by:

- Encouraging the planting and maintenance of drought-tolerant and fire-resistive landscaping
- Ensuring maintenance of defensible space
- Creating and maintaining fuel breaks and fire access roads
- Effectively managing the County's State Responsibility Areas (SRAs) and open space lands.

The Division is organized into two sections as follows.

#### Community Wildfire Mitigation Section (5 FTE)

The Community Wildfire Mitigation (CWM) Section reviews and inspects wildland development and fuel modification projects, conducts wildland fire inspections,<sup>3</sup> conducts training of operations personnel for performing wildland residential fire inspections, provides Firewise community coaching, conducts outreach and provides coordination for the Orange County Community Wildfire Protection Plan, coordinates and communicates with Homeowner Associations and other stakeholders on wildland fire safety-related issues, and conducts wildland fire damage inspections as assigned with two Senior Fire Prevention Specialists, one Fire Prevention Specialist, and one Office Services Specialist under the supervision of an Assistant Fire Marshal. The Section also employs two extra-help Inspectors during the wildland fire season.

Performance measures for the CWM Section include:

- Completion of less complex wildland development landscape/fuel modification plan reviews within five days at 90 percent or better reliability
- Completion of more complex wildland development landscape/fuel modification plan reviews within 10 days at 90 percent or better reliability
- Inspection of every SRA parcel at least once every three years for compliance with California Public Resources Code clearance requirements
- Inspection of all perimeter Local Responsibility Area (LRA) Wildland Urban Interface parcels each year for compliance with Assembly Bill 38 wildland fire protection standards
- Inspection of interior LRA Wildland Urban Interface parcels as requested for compliance with Assembly Bill 38 wildland fire protection standards
- Completion of all wildland fire hazard complaint inspections
- Referral of other hazard complaints to appropriate local agency for follow-up.

In addition, CAL FIRE is in the process of updating the LRA Fire Hazard Severity Zone (FHSZ) maps for Orange County, which is expected to reclassify up to 100,000 parcels from a HIGH FHSZ rating to a VERY HIGH FHSZ rating, triggering an inspection requirement at least every three years. If implemented as anticipated, this will add *significant* annual CWM inspection workload. The additional FTE needed for this is discussed in more detail in **Section 3.5**.



<sup>&</sup>lt;sup>3</sup> California Public Resources Code Section 4291 defensible space, and Assembly Bill 38 inspections.

Finding #6:	CAL FIRE's pending update of Orange County Fire Hazard
	Severity Zone maps is anticipated to add <i>significant</i> additional
	annual Community Wildfire Mitigation Section inspection
	workload.

The following table summarizes Community Wildfire Mitigation Section performance over the previous three calendar years.

	2018				2019		2020		
Performance Measure	Total Number	Number Completed	Percent Completed	Total Number	Number Completed	Percent Completed	Total Number	Number Completed	Percent Completed
10-Day Plan Review	411	411	100.00%	479	479	100.00%	460	460	100.00%
Annual SRA Parcel Inspections	8,870	8,870	100.00%	10,924	10,924	100.00%	10,982	10,982	100.00%
SRA Parcel Inspections (Operations Dept.)	1,200	1,200	100.00%	1,200	1,200	100.00%	1,200	1,200	100.00%
Annual LRA VERY HIGH FHSZ Inspections (Perimeter Parcels Only)	N/A <sup>1</sup>	N/A <sup>1</sup>	N/A <sup>1</sup>	8,387	8,387	100.00%	11,878	11,878	100.00%
Power Pole Inspections	584	584	100.00%	584	584	100.00%	584	584	100.00%
Complaint Inspections <sup>2</sup>	65	65	100.00%	65	65	100.00%	67	67	100.00%
Complaint Referrals <sup>2</sup>	40	40	100.00%	40	40	100.00%	40	40	100.00%
Total	11,170	11,170	100.00%	21,679	21,679	100.00%	25,211	25,211	100.00%

#### **Table 8—Community Wildfire Mitigation Section Performance Summary**

<sup>1</sup> LRA inspection program data not available for 2018.

<sup>2</sup> Quantities estimated for 2018 and 2019.

**Finding #7:** Community Wildfire Mitigation Section performance meets or exceeds established goals.

#### Wildland Planning Section (1 FTE)

The Wildland Planning Section reviews and approves all wildland land use applications, fuels mitigation plans, and prescribed burns; updates the annual CAL FIRE Orange County Strategic Wildfire Plan; installs and maintains weather stations and wildland fire detection cameras; applies for and administers wildland fire mitigation grants; performs meteorological and wildland fuels testing; and provides OCFA wildland fire coordination with state and County parks and Southern California Edison with one Wildland Resource Planner under the supervision of the WPFM Deputy Fire Marshal. There are no defined performance measures for this Section.



#### 2.2 **DEPARTMENT BUDGET AND FTE SUMMARY**

The following table summarizes the current and previous fiscal year CRR Department budget by division.

	FY 1	19/20	FY 2	20/21	FY 20/21 Change		
Division	Authorized FTE	Budget	Authorized FTE	Budget	Authorized FTE	Budget	
Planning and Development	33	\$5,629,986	32.5 <sup>1</sup>	\$5,965,822	5	5.97%	
Prevention Field Services	37	\$5,882,063	31	\$5,008,034	-6	-14.86%	
Wildland Pre-Fire Management	N/A <sup>1</sup>	N/A <sup>1</sup>	8	\$1,434,475	+8	N/A <sup>2</sup>	
Total	70	\$11,512,049	71.5	\$12,408,331	+1.5	7.79%	

<sup>1</sup>This staffing of 32.5 FTE includes one contractor. <sup>2</sup>The Wildland Pre-Fire Management Division was re-established in CRR in FY 20/21 following a two-year term in Special Operations.

#### Table 10—OCFA Community Risk Reduction Department FTE Summary

Position Classification	Authorized FTE
Deputy Fire Marshal	3
Assistant Fire Marshal	8
Management Assistant	3
Administrative Assistant	1
Fire Safety Engineer	2
Fire Prevention Analyst	7
Senior Fire Prevention Specialist	12
Fire Prevention Specialist	21
Contract Plan Reviewer	1
Permit Supervisor	1
Permit Technician I	3
Office Services Specialist	8
Fire Prevention Services Specialist	0.5
Wildland Resource Planner	1
Total	71.5



## SECTION 3—SERVICE LEVEL REVIEW

#### 3.1 INTERNAL STRUCTURE, OPERATIONAL AND MANAGEMENT PRACTICES, AND CONTROLS

From review of Department documentation, individual and focus group interviews, and SWOT surveys conducted for this assessment, Citygate finds that the CRR Department is appropriately organized under an Assistant Chief / Fire Marshal into three functional divisions, each managed by a Deputy Fire Marshal as shown in Figure 1 in **Section 2.1**. Each division is further organized into sections to provide an adequate level of supervisory control, with only the Planning and Development New Construction Section exceeding a recommended maximum 1:8 ratio of supervisors to subordinates.

Finding #8:	The CRR Department is appropriately organized into three functional divisions, each managed by a Deputy Fire Marshal.
Finding #9:	Each division is appropriately organized into functional or geographic sections.
Finding #10:	Each division and section is organized to provide an appropriate level of supervisory control, <i>except</i> the Planning and Development New Construction Section, which has one Assistant Fire Marshal supervising 12 personnel.

**Recommendation #1:** Consider reorganization of the Planning and Development New Construction Section to provide a better ratio of supervisors to subordinates.

The Department also has appropriate operational and management practices in place to facilitate internal communications and coordination, continuity of effort and process, product/service quality, cost recovery, and performance monitoring. Management practices to share information, monitor performance, troubleshoot, and improve systems and processes include:

- Daily Fire Marshal visits of each division and section
- Weekly Fire Marshal one-on-one meetings with each Deputy Fire Marshal
- Biweekly Fire Marshal meeting with all three Deputy Fire Marshals

- Weekly one-on-one meetings between Deputy Fire Marshals and Assistant Fire Marshals
- Monthly Prevention Field Services Division "all hands" staff meetings
- Monthly Fire Marshal meeting with all Deputy and Assistant Fire Marshals
- Annual Department "all hands" meeting
- Frequent Department-wide email communication updates.

The Department also has well-written policies, procedures, guidelines, and informational bulletins in place that are reviewed and updated every three years concurrent with the Building and Fire Code adoption cycle. Based on Citygate's interviews and internal assessment, they appear to be understood and well followed by Department staff.

The Department also has clear performance goals for each division and section, except the Wildland Pre-Fire Management Division Planning Section. Performance metrics are reviewed by the Fire Marshal at least monthly for each division and section, with each respective Deputy Fire Marshal. Citygate's review of these performance measures found them to be relevant and appropriate for each division and section.

Operational controls in place include regular supervisory review of plan reviews, inspections, complex projects, special events, complaints, referrals, and cost recovery. Citygate found this to be an appropriate control to ensure continuity of effort, product/service quality, and conformance with procedural guidelines.

**Finding #11:** The CRR Department has appropriate operational and management systems and controls in place to ensure effective internal communications and coordination, continuity of effort and processes, product/service quality, cost recovery, and performance monitoring.

**Recommendation #2:** Develop clear performance goals for the Wildland Pre-Fire Management Division Planning Section.

#### 3.2 EXTERNAL PARTNER INTERACTIONS AND WORKFLOW CHALLENGES

To evaluate external partner interactions, in collaboration with the CRR Department senior management team Citygate developed and distributed a stakeholder feedback survey questionnaire

to 47 partner city and County Planning and Building Department officials in March 2021. Although only 10 responses were received by the close of the survey on April 30, only one survey included two "not well" responses to the 11 performance-related questions, while the remainder were mostly "very well" or "acceptable," with some "not sure" or no question response provided, as summarized at the end of **Appendix B**. In addition, no negative comments were received in the answers to open-ended questions. Comparable results were also obtained from a similar prior Department-initiated feedback survey in 2017. From these results, it is reasonable to infer that the OCFA partner cities and County Building and Planning staff are satisfied with CRR communications, coordination, and field services.

**Finding #12:** OCFA partner member agency building and planning staff appear satisfied with CRR communications, coordination, and field services.

From the CRR individual and group interviews, Citygate identified the following external partner workflow challenges:

- There are differing technology platforms across OCFA member jurisdictions
- Not all OCFA member cities have a formal Development Review Committee, and even in those with such a committee, CRR staff is not always involved in early development discussions
- No single CRR position is dedicated to reviewing Environmental Impact Reports (EIRs).

While the differing technology platforms are unavoidable, CRR staff is able to work within those constraints, although not as efficiently or effectively as possible if those platforms were integrated with those used by the CRR Department. Further, since some cities do not have a formal Development Review Committee, and even those that do have one do not always include CRR staff in early development discussions, it would be beneficial to ensure that CRR Planning and Development Section staff are involved in all early development discussions, regardless of jurisdiction, to provide early awareness of any CRR concerns or prospective conditions. In addition, no CRR Planning and Development Section staff currently review EIRs as received and assigned; they are currently reviewed by a different OCFA department. In Citygate's opinion, it would be more effective and beneficial overall to have one or two staff positions assigned to review all EIRs to ensure consistency of response and conditioning while preventing creation of a potential single point of failure.



Recommendation #3:	Collaborate with all OCFA member jurisdictions to ensure early CRR involvement in all development discussions to provide early awareness of any CRR concerns or prospective conditions.
Recommendation #4:	Consider assigning all Environmental Impact Report reviews to a single Planning and Development Section position, with appropriate redundant capacity and skill to ensure consistency of review and response.

#### 3.3 Use of Professional Resources and Technology

From interviews and review of Department documentation, including policies, procedures, guidelines, and informational bulletins, Citygate found that the Department extensively uses professional and technology resources, but it would benefit greatly from some improvements.

#### 3.3.1 Use of Professional Resources

The Department has two very experienced multiple-license professional Engineers on staff in the Planning and Development Division who review all large, complex, and special projects and review and approve all Alternate Means and Methods proposals, in addition to providing education and technical assistance to all CRR staff as needed or requested. The Wildland Pre-Fire Management Section also has a registered professional forester on staff who, in addition to other responsibilities, maintains the geographic information system (GIS) fire database, manages all CAL FIRE wildland pre-fire management grants, and ensures California Environmental Quality Act compliance for all Wildland Pre-Fire Management projects.

In addition, the Department has an extensive technical reference library that includes current and prior Building, Fire, and Life Safety codes, regulations, and local ordinances; all NFPA standards; and other best practice references, with most available in digital and hard-copy versions. As a CAL FIRE contract county, the Department also has access to and utilizes CAL FIRE resources and expertise as needed, particularly in the Wildland Pre-Fire Management Section. The Department further utilizes local, regional, and state-level peers and professional technical group peer resources, as needed.



# **Finding #13:** The CRR Department makes extensive use of available professional resources to carry out its responsibilities, including having two multiple-license professional engineers and a registered professional forester on staff, an extensive reference library, access to CAL FIRE resources and technical expertise, and access to other local, regional, and state-level peers and professional technical groups/members as needed.

#### 3.3.2 Use of Technology

Staff interviews revealed extensive use of technology, with several issues surrounding much of that technology. The Department's current records management system (RMS), Integrated Fire Prevention (IFP), is a series of custom SQL databases created by the OCFA Information Technology (IT) Division in the mid-1990s to create planning and development service requests, maintain a master inspection schedule, track project time, create reports, and other then-related CRR functions. While state-of-the-art at the time, it lacked flexibility and expansion capability to accommodate new or revised CRR programs, practices, and processes. While data is still entered into this system, it cannot be queried for many current data needs. IFP has many other shortcomings, including the inability to track Prevention Field Services projects and the database not including many current business occupancies.

Development of a successor RMS began in 2006 as part of a single proposal to update many OCFA systems, including IFP, computer-aided dispatch, and emergency incident reporting (OCFIRS). Due to scale, the project was subsequently divided into three separate efforts, with the computer-aided dispatch and OCFIRS updates receiving priority. In FY 18/19, the OCFA Board of Directors Executive Committee authorized the IT Division to develop the new CRR RMS (Orion), with supplemental consultant assistance from Computer Aid, Inc. as needed. The project is currently underway, with the Planning and Development components scheduled for implementation in 2021 and the full system by 2022. Interviews with CRR senior staff reveal concerns surrounding implementation, de-bugging, user manual creation/maintenance, staff training, and ongoing system integration and maintenance coordination with IT support staff. In Citygate's experience and opinion, these concerns would be best addressed with appropriate internal CRR analyst-level capacity to manage the implementation, training, and ongoing coordination of the new Orion RMS.

The Department also lacks appropriate analyst-level capacity to provide needed data analytics for all divisions and sections. In Citygate's experience, failure to utilize appropriate data analytics to evaluate program efficacy is a critical gap.

In addition to IFP, the CRR Department utilizes many other software and technology applications as follows. The Department also uses multiple approved mobile applications to support field operations and integration with other CRR software systems.



- ArcGIS Collector App A product from Esri used by Wildland Pre-Fire Management for state-mandated data collection and reporting and completion of utility pole inspections; also used by Prevention Field Services for collecting information on structures (building inventory).
- Bluebeam Industry standard software by Revu used to review fire and life safety plans.
- Microsoft SharePoint (theHIVE) Used for building list to track annual inspections and a variety of special inspections (i.e., complaints, special activities, etc.); also used by project teams to share documents, for the online plan submittal process, and as a central location for projects and Department-wide briefings.
- ♦ MSB Payments Solution A full-service payment processing and reporting system.
- Banner An administrative suite of application for human resource and financial information; financial data from both IFP and MSB Payments Solution integrate with Banner.
- My Finance Query Dashboard creation software by Banner Finance Self Service for tracking and reporting on financial data.
- **Microsoft OneDrive** Used for storing and sharing documents.
- **Microsoft Office Suite** Used for work productivity.
- **Crystal Reports** A business intelligence reporting tool.
- ◆ **Home Assessment** An online tool providing information for homeowners regarding things they can do to improve their homes survivability in a wildland fire.
- Wildland App A proprietary app built to maintain GIS layers needed for the WPFM and Wildland Operations as needed.
- Avenza Maps Utilized for "all trails" and visual tracking of location. Also provides topographical maps of the County.
- Paper Maps Another way to share different map types (Operations/Wildland Planner).
- QuickCapture An ArcGIS-based tool that loads individual tracks into ArcGIS for replication in maps.
- **RealQuest** Parcel/property owner information.
- **IRIS** An incident reporting system.



- **Google Earth** Used to show/track change in property over time, find locations, reference rooftop information during progression of fires, etc.
- Zoom / Microsoft Teams / GoToWebinar Used for education, interviews, networking, meetings, etc.
- **Google Search** An internet search engine.
- Sentera FieldAgent Flights for the Normalized Difference Vegetation Index (NDVI) Drone; analysis and mosaic of model.
- **FireFamilyPlus** A fire behavior software.
- **BEHAVE** A fire behavior software.
- GPSBabel Converts different kinds of GIS data for use or conversion from differing programs, software, etc.
- **ESRI ArcGIS** Used by the Wildland Planning Section.
- **DJI Pilot** Used with wildland drones.
- **DJI GO** Used with wildland drones.
- **NDVI** A drone camera.
- **B4UFly** Used with drones to provide Federal Aviation Administration (FAA) situational awareness.
- **Google Docs** Used for Incident Command Post and incident support documents.
- FlightRadar24 Global flight tracking service used when flying drones to coordinate with the FAA.

Hardware technology utilized includes cellular telephones, portable radios (field staff), desktop computers, laptop computer/tablet (some personnel), Global Positioning System (GPS) receivers, and Unmanned Aerial Vehicles (UAVs/drones).

CRR staff interviews yielded a consistent criticism of lack of use of available technology, particularly to support field services, including having the ability to view building/fire protection system plans digitally and to complete and integrate all field work electronically without any manual or duplicate work required in the office. It is Citygate's understanding that the Orion RMS project will resolve these concerns.

Staff interviews and SWOT surveys further yielded that the CRR Department previously had a full-time GIS Analyst and current IT Division capacity is only able to provide very limited support to the CRR Department. This has resulted in significant challenges throughout the Department,



particularly for the Wildland Pre-Fire Management Division, and also relative to integrating data into the new GIS-based Orion RMS. Citygate finds this to be a critical capacity gap and recommends that OCFA consider providing additional CRR IT support capacity.

Finding #14:	The CRR Department makes extensive use of technology, although some technologies are outdated and other technologies are available that could improve Department efficiency.
Finding #15:	The new Orion Record Management System is being developed with input from CRR staff and is being designed to provide desired and needed capacity, flexibility, and features.
Finding #16:	The CRR Department lacks critical technical capacity needed to manage implementation, training, and ongoing overall Department coordination of the Orion RMS program.
Finding #17:	The CRR Department receives limited support from the Information Technology Division for day-to-day process needs.
Finding #18:	The CRR Department lacks critical analyst-level capacity to provide needed data analytics for all divisions and sections.

Recommendation #5:	Consider adding appropriate internal analyst-level capacity to manage implementation, training, and ongoing overall Orion program coordination and Department-wide data analysis.
Recommendation #6:	Consider providing additional critical IT/GIS support capacity for the CRR Department.

#### 3.4 PROFESSIONAL DEVELOPMENT AND TRAINING

With 40 percent of the CRR Department staff having less than five years of service, and approximately 15 percent with more than 20 years of service and approaching retirement, the Department has made a considerable investment in and a very intentional focus on staff training and professional career development. Except for front counter and wildland resource planning, newly hired Fire Prevention Specialist Trainees are assigned to one of the five Prevention Field Services offices. During their one-year probationary period, Fire Prevention Specialist Trainees



complete a new employee training academy consisting of one to two half-day in-house classes per week, for a total of 20 classes. New employees are also coached and mentored by their assigned Senior Fire Prevention Specialist and Assistant Fire Marshal throughout their first year to ensure successful completion of their probationary requirements.

Upon successful completion of probation, Fire Prevention Specialist Trainees are promoted to Fire Prevention Specialist and continue to work in one of the three CRR divisions under the supervision and mentoring of a Senior Fire Prevention Specialist and Assistant Fire Marshal. During the first five years, Fire Prevention Specialists are required to work in at least two of the three divisions; complete an Inspector Staff Development Workbook; and obtain professional certification(s), work in special duty assignment(s), complete specialized training, and/or perform approved community service to qualify for promotion to Senior Fire Prevention Specialist.

OCFA supports ongoing training and professional development of CRR staff with an appropriate annual training budget, allowing the Department to support external training opportunities and professional conference participation. The Department also has developed and implemented formal written task books for all Planning and Development, Prevention Field Services, and Wildland Pre-Fire Management technical positions, as well as a CRR Career Development Guide, a CRR Staff Development Workbook, an optional apprenticeship program pathway for Fire Prevention Specialists to advance to Senior Fire Prevention Specialist, and training programs specific to front counter and Fire Prevention Analyst positions. In addition, Fire Prevention Specialists assigned as inspectors are regularly rotated to new assignments, and Assistant Fire Marshal assignments are rotated every two years to facilitate cross-training and program and career development.

While staff interviews and SWOT surveys revealed very high morale throughout the Department, they also identified that discretionary training is left to each employee with no overall coordination. In Citygate's experience, dedicated training coordination is an important tool to facilitate effective utilization of available training resources to maximize benefit to both the Department and its employees. Citygate finds this to be a significant capacity gap and recommends that OCFA provide appropriate internal CRR capacity to provide overall planning and coordination of all Department training.

- **Finding #19:** The CRR Department has made a considerable investment in and a very intentional focus on staff training and professional career development.
- **Finding #20:** The CRR Department has developed and implemented multiple formal training and development tools to ensure successful performance and facilitate cross-training and career development.



- **Finding #21:** The CRR Department lacks coordination and monitoring for completion of available training and professional technical development opportunities.
- **Finding #22:** Dedicated internal CRR training coordination capacity is highly desirable to ensure effective use of the Department training budget to develop enhanced technical knowledge and skills and facilitate professional career development.

**Recommendation #7:** Provide appropriate internal CRR capacity to provide overall planning and coordination of all Department training.

#### 3.5 STAFFING AND DEPLOYMENT LEVELS

Citygate's comprehensive review of CRR Department workflow processes, policies, procedures, guidelines, and bulletins, as well as staff interviews and SWOT survey results, all indicate that the Department is appropriately staffed and deployed to meet current and anticipated near-future workload demands, with the following exceptions:

- 1. Early Development Project Coordination The Planning and Development Division lacks sufficient capacity to participate in early development project discussions in all member jurisdictions. This capacity is highly desirable to ensure early CRR awareness of prospective significant development projects, as well as early CRR input into project approval conditions. Citygate estimates an additional 0.25 to 0.50 FTE capacity is needed to mitigate this capacity gap.
- 2. Wildland Pre-Fire Management Wildland Planning This function is currently the responsibility of a single person with registered professional forester credentials who is working 50 to 60 hours per week to meet workload demands as identified in Section 2.1.3. Because he is the only person on staff with the requisite education, skills, and knowledge of the Wildland Planning Section's programs, Citygate also considers this a single point of failure in the event of a significant absence or position vacancy. Citygate recommends 0.5 to 1.0 additional FTE capacity to resolve this capacity gap and eliminate the single point of failure.
- **3.** Community Wildfire Mitigation While the Wildland Pre-Fire Mitigation Community Wildfire Mitigation Section currently inspects *perimeter* parcels in Local Responsibility Area (LRA) residential developments, it lacks sufficient



staffing capacity to inspect the estimated nearly 12,000 *interior* development parcels. This capacity is highly desirable to ensure that individual residential parcels and open space/greenbelt areas meet current wildland fire safety standards and fire-resistant landscaping guidelines pursuant to Assembly Bill 38 adopted by the state legislature in 2019 to address community wildfire resiliency subsequent to numerous large destructive fires.<sup>4</sup> Citygate estimates an additional 3.0 to 5.0 FTE inspection capacity would be needed to resolve this gap.

In addition, the Community Wildfire Mitigation Section currently inspects approximately 11,000 State Responsibility Area (SRA) parcels and 600 power poles annually for compliance with state wildland fire safety clearance requirements. This annual workload is anticipated to increase by up to approximately 25 percent as CAL FIRE reclassifies formerly HIGH SRA Fire Hazard Severity Zones as VERY HIGH Fire Hazard Severity Zones requiring annual inspection. Citygate estimates an additional 1.0 to 3.0 FTE inspection capacity would be needed to address this prospective additional mandated annual workload. Due to potential liability associated with failure to conduct mandated inspections, Citygate also considers this a single point of failure.

- 4. Business/Management Analyst Capacity As discussed in Section 3.3.2, the Department lacks appropriate analyst-level capacity to provide needed data analytics for all divisions and sections. This level of capacity is also highly desirable to provide internal CRR management and oversight of implementation, training, and ongoing coordination of the new Orion RMS. Citygate estimates an additional 1.0 to 2.0 FTE capacity is needed to close these two gaps.
- 5. IT/GIS Support As also discussed in Section 3.3.2, current Information Technology Division capacity provides very limited CRR Department support, resulting in significant challenges, particularly in the Wildland Pre-Fire Management Division and also relative to anticipated data integration needs for the new GIS-based Orion RMS. Citygate finds this to be a critical capacity gap and recommends OCFA consider restoring previously CRR-dedicated IT/GIS capacity of 0.5 to 1.0 FTE.
- 6. **Training Coordination** As discussed in **Section 3.4**, the Department lacks coordination of available training and professional technical development opportunities. In Citygate's experience and opinion, this is an important and highly

<sup>&</sup>lt;sup>4</sup> Adds language to Section 1102.6f and 1102.19 of the California Civil Code, adds to Article 16.5 of Chapter 7 of Division 1 of Title 2 of the California Government Code, and adds Section 4123.7 to the California Public Resources Code relating to fire safety.



desired need and would require an estimated additional 0.33 to 0.75 FTE capacity to resolve.

The Department also has one contract plan reviewer and three consultants on retainer for surge capacity or special technical assistance as needed. The following table summarizes Citygate's estimate of annual hours and equivalent FTE needed to resolve identified staffing capacity gaps and single points of failure.

Staffing Constitut Con / Simple Daint of Failure	Estimated Capacity Needed				
Staffing Capacity Gap / Single Point of Failure	Annual Hours	Equivalent FTE <sup>1</sup>			
Early Development Project Coordination	490–980	0.25–0.5			
Wildland Pre-Fire Planning	980–1,960	0.5–1.0			
Community Wildfire Mitigation	7,840–15,680	4.0-8.0			
Business/Management Analyst	1,960–3,920	1.0–2.0			
Dedicated IT/GIS Support	980–1,960	0.5–1.0			
Internal Training Coordination	653–1,470	0.33–0.75			
Total	12,903–25,970	6.6–13.25			

#### Table 11—CRR Staffing Capacity Gap / Single Points of Failure Analysis Summary

<sup>1</sup> FTE = full-time equivalent capacity assuming 1 FTE = 1,960 annual hours.

**Recommendation #8:** Provide 6.6 to 13.25 additional estimated FTE staffing capacity as funding permits to resolve identified staffing capacity gaps and single points of failure.

#### 3.6 Cost Recovery Strategies

OCFA has charged fees for Community Risk Reduction services since 1991. Fees for government services are authorized by the California Government Code but cannot exceed the estimated reasonable cost of providing the service for which the fee is charged. The initial CRR fee schedule was adopted by the County Board of Supervisors in July 1991 and updated in 1997. Pursuant to direction from the OCFA Board of Directors in 1996 to pursue action to establish new cost recovery methods, a more comprehensive fee study was conducted by staff in 2002, and the Board subsequently adopted a policy of full cost recovery, with certain exceptions, for all fee-funded CRR services as follows:

Plan reviews and inspections associated with initial construction or improvement of facilities



 Issuance of operating or special event permits as required by the California Fire Code.

The fee schedule was updated by the Board again in 2007, 2012, 2014, and 2015. The most recent fee study was conducted in 2017 by Revenue and Cost Specialists, a fee consulting firm. Public agency fiscal best practices recommend that fee studies be updated every five years, which means the OCFA should consider an updated fee study in 2022.

Citygate's review of the 2017 fee study showed that 92.66 percent of the Planning and Development Division's total costs were fee-funded activity, 1.3 percent of which was fee exempt. For Prevention Field Services, 44.5 percent of total costs were fee-funded activity, with 5.87 percent fee exempt.

Review of the OCFA FY 18/19 adopted budget estimated \$5,004,412 in fee revenue for the Planning and Development Division, or 97.4 percent of its \$5,135,835 total adopted operating budget. For Prevention Field Services, estimated fee revenue was \$1,742,323, or 38.8 percent of its \$4,488,375 total adopted operating budget. These fee revenue estimates closely align with the Board of Directors fee recovery policy and 2017 fee study targets.

However, review of the OCFA FY 20/21 adopted budget shows \$4,200,000 in fee revenue for the Planning and Development Division, or 70.4 percent of its \$5,965,822 authorized operating budget. For Prevention Field Services, estimated FY 20/21 fee revenue was \$1,742,323, or 34.8 percent of its \$5,008,034 authorized operating budget. For Planning and Development, estimated FY 20/21 fee revenue was 22.3 percent less than the 91.36 percent authorized in the 2017 fee study, and for Prevention Field Services, estimated fee revenue was 3.8 percent less than the 38.63 percent authorized in the 2017 fee study. From interviews with the CRR executive management team, the significant reduction in FY 20/21 Planning and Development fee revenue was due to COVID-19 impacts on the building and development industry in Orange County, while Prevention Field Services were not impacted.

From this review, Citygate finds that CRR cost recovery strategies conform with OCFA Board of Directors policy, with 2020 and 2021 anomaly years due to the economic impacts of COVID-19. Citygate recommends the Department conduct a fee update study in 2022.

**Finding #23:** CRR cost recovery strategies conform with OCFA Board policy to recover costs for all fee-funded activities.

**Finding #24:** Fiscal Year 20/21 fee revenue was approximately 21 percent less than estimated in the adopted budget due to COVID-19 economic impacts on the building and development industries.



#### Orange County Fire Authority

Community Risk Reduction Service Level Assessment

**Recommendation #9:** Conduct an updated fee study in 2022.

#### 3.7 RISK-BASED PROGRAM APPROACH FOR VOLUME AND PRIORITY OF WORKLOAD

Citygate's evaluation of Department workload priority revealed that while there is a very strong corporate culture of customer service, teamwork, and continuous improvement, even a highly motivated staff such as that found at the Department cannot always get all the required or requested work accomplished. To address this, the Department has established the following risk-based workload priorities:

- 1. Firefighter and community safety
- 2. Economic stability
- 3. Regulatory requirements
- 4. Business practice equality

From Citygate interviews with Department staff and review of recent performance measures, it is evident Department managers and supervisors are aware of and employ these priorities. As an example, because the Wildland Pre-Fire Management Section lacks sufficient staffing capacity to inspect all buildings each year within the VERY HIGH Fire Hazard Severity Zone of the SRAs of the County for conformance with required wildland fire clearances, the inspections start in the most severe wildland fire risk areas to improve firefighter safety, facilitate safe evacuations, and give firefighters the best chance to save property should a wildfire occur in those areas (priority #1). In Citygate's experience and opinion, these are very appropriate risk-based workload priorities that appear from this review to be employed in all divisions and sections.

**Finding #25:** The CRR Department has established very appropriate workload priorities emphasizing firefighter and community safety over economic stability, regulatory requirements, and business practice equality, a priority that appears to be employed in all divisions and sections.



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# **SECTION 4—FINDINGS AND RECOMMENDATIONS**

#### 4.1 FINDINGS

Finding #1:	Except for COVID-19 impacts in FY 19/20, Planning and Development Front Counter Section performance exceeds established goals.
Finding #2:	Except for five-day plan reviews in FY 18/19 and FY 20/21, Planning and Development Plan Review Section performance did not meet established goals over the three-year study.
Finding #3:	Subsequent to implementation of revised plan review procedures in FY 19/20, plan review performance has improved significantly, with five-day plan reviews meeting or exceeding performance goals since July 2020 and 10-day reviews improving to 80 <sup>th</sup> percentile or better performance since August 2020.
Finding #4:	Planning and Development New Construction Section performance exceeded established performance goals for both NFPA 13D inspections and fire and life safety inspections over the three-year study period.
Finding #5:	With exception of non-mandatory business and other lower-risk occupancy inspections in FY 19/20 due to COVID-19, Prevention Field Services Section performance meets or exceeds established goals.
Finding #6:	CAL FIRE's pending update of Orange County Fire Hazard Severity Zone maps is anticipated to add <u>significant</u> additional annual Community Wildfire Mitigation Section inspection workload.
Finding #7:	Community Wildfire Mitigation Section performance meets or exceeds established goals.
Finding #8:	The CRR Department is appropriately organized into three functional divisions, each managed by a Deputy Fire Marshal.
Finding #9:	Each division is appropriately organized into functional or geographic sections.
Finding #10:	Each division and section is organized to provide an appropriate level of supervisory control, <i>except</i> the Planning and Development New Construction Section, which has one Assistant Fire Marshal supervising 12 personnel.
Finding #11:	The CRR Department has appropriate operational and management systems and controls in place to ensure effective internal communications and coordination, continuity of effort and processes, product/service quality, cost recovery, and performance monitoring.



- **Finding #12:** OCFA partner member agency building and planning staff appear satisfied with CRR communications, coordination, and field services.
- **Finding #13:** The CRR Department makes extensive use of available professional resources to carry out its responsibilities, including having two multiple-license professional engineers and a registered professional forester on staff, an extensive reference library, access to CAL FIRE resources and technical expertise, and access to other local, regional, and state-level peers and professional technical groups/members as needed.
- **Finding #14:** The CRR Department makes extensive use of technology, although some technologies are outdated and other technologies are available that could improve Department efficiency.
- **Finding #15:** The new Orion Record Management System is being developed with input from CRR staff and is being designed to provide desired and needed capacity, flexibility, and features.
- **Finding #16:** The CRR Department lacks critical technical capacity needed to manage implementation, training, and ongoing overall Department coordination of the Orion RMS program.
- **Finding #17:** The CRR Department receives limited support from the Information Technology Division for day-to-day process needs.
- **Finding #18:** The CRR Department lacks critical analyst-level capacity to provide needed data analytics for all divisions and sections.
- **Finding #19:** The CRR Department has made a considerable investment in and a very intentional focus on staff training and professional career development.
- **Finding #20:** The CRR Department has developed and implemented multiple formal training and development tools to ensure successful performance and facilitate cross-training and career development.
- **Finding #21:** The CRR Department lacks coordination and monitoring for completion of available training and professional technical development opportunities.
- **Finding #22:** Dedicated internal CRR training coordination capacity is highly desirable to ensure effective use of the Department training budget to develop enhanced technical knowledge and skills and facilitate professional career development.

# **Finding #23:** CRR cost recovery strategies conform with OCFA Board policy to recover costs for all fee-funded activities.



- **Finding #24:** Fiscal Year 20/21 fee revenue was approximately 21 percent less than estimated in the adopted budget due to COVID-19 economic impacts on the building and development industries.
- **Finding #25:** The CRR Department has established very appropriate workload priorities emphasizing firefighter and community safety over economic stability, regulatory requirements, and business practice equality, a priority that appears to be employed in all divisions and sections.

#### 4.2 RECOMMENDATIONS

Recommendation #1:	Consider reorganization of the Planning and Development New Construction Section to provide a better ratio of supervisors to subordinates.
Recommendation #2:	Develop clear performance goals for the Wildland Pre-Fire Management Division Planning Section.
Recommendation #3:	Collaborate with all OCFA member jurisdictions to ensure early CRR involvement in all development discussions to provide early awareness of any CRR concerns or prospective conditions.
Recommendation #4:	Consider assigning all Environmental Impact Report reviews to a single Planning and Development Section position, with appropriate redundant capacity and skill to ensure consistency of review and response.
<b>Recommendation #5:</b>	Consider adding appropriate internal analyst-level capacity to manage implementation, training, and ongoing overall Orion program coordination and Department-wide data analysis.
Recommendation #6:	Consider providing additional critical IT/GIS support capacity for the CRR Department.
Recommendation #7:	Provide appropriate internal CRR capacity to provide overall planning and coordination of all Department training.
<b>Recommendation #8:</b>	Provide 6.6 to 13.25 additional estimated FTE staffing capacity as funding permits to resolve identified staffing capacity gaps and single points of failure.
Recommendation #9:	Conduct an updated fee study in 2022.



#### 4.3 RECOMMENDATIONS PRIORITY PLAN

The following is a priority table of Citygate's recommendations contained in this report. The priorities indicated are (A) to indicate urgent items that should be initiated or completed as soon as possible, and (B) to indicate those items that are not urgent but Citygate would strongly recommend they be accomplished within the next six months to one year.

#### Table 12—Recommendation Priority Plan

#### Priority Legend: A – Urgent | B – Strongly recommended

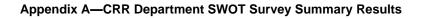
Recommendation	Priority	Responsible Party
<b>Recommendation #5:</b> Consider adding appropriate internal analyst-level capacity to manage implementation, training, and ongoing overall Orion program coordination and Department-wide data analysis.	A	Fire Chief
<b>Recommendation #6:</b> Consider providing additional critical IT/GIS support capacity for the CRR Department.	Α	Fire Chief / Logistics Assistant Chief
<b>Recommendation #8:</b> Provide 6.6 to 13.25 additional estimated FTE staffing capacity as funding permits to resolve identified staffing capacity gaps and single points of failure.	A/B	Fire Chief
<b>Recommendation #1:</b> Consider reorganization of the Planning and Development New Construction Section to provide a better ratio of supervisors to subordinates.	В	P&D Deputy Fire Marshal
<b>Recommendation #2:</b> Develop clear performance goals for the Wildland Pre-Fire Management Division Planning Section.	В	WPFM Deputy Fire Marshal
<b>Recommendation #3:</b> Collaborate with all OCFA member jurisdictions to ensure early CRR involvement in all development discussions to provide early awareness of any CRR concerns or prospective conditions.	В	P&D Deputy Fire Marshal
<b>Recommendation #4:</b> Consider assigning all Environmental Impact Report reviews to a single Planning and Development Section position, with appropriate redundant capacity and skill to ensure consistency of review and response.	В	P&D Deputy Fire Marshal
<b>Recommendation #7:</b> Provide appropriate internal CRR capacity to provide overall planning and coordination of all Department training.	В	Fire Chief / Fire Marshal
<b>Recommendation #9:</b> Conduct an updated fee study in 2022.	В	Fire Marshal



### APPENDIX A—CRR DEPARTMENT SWOT SURVEY SUMMARY RESULTS

#### SWOT Survey Results – Assistant Chief / Fire Marshal

Strengths	Weaknesses (Gaps)
<ul> <li>Good organizational structure by function</li> <li>Positive/productive culture</li> <li>Adequate cross-training/succession planning</li> <li>Career development/succession plan in place for technical positions</li> <li>Centralized planning and development services</li> <li>Establishment of Wildland Pre-Fire Management Division with permanent FTE</li> <li>Well-defined programs for each section driven by policies, procedures, guidelines, and legal mandates</li> <li>Good fiscal support</li> <li>Codes and other reference materials kept current</li> <li>Guidelines and Information Bulletins updated every three years</li> <li>Code amendments updated and adopted on time for all 24 jurisdictions</li> <li>Operational procedures regularly maintained and updated</li> <li>Established goals and objectives for each section</li> <li>Discussed at weekly one-on-one meetings</li> <li>Engineering team focused on big-picture issues, projects, code challenges, and development</li> <li>Internal controls</li> <li>Fee studies conducted approximately every five years</li> <li>Quality control measures</li> <li>Good internal communications/coordination</li> </ul>	<ul> <li>Communications with PFS area offices</li> <li>Lack of dedicated IT support</li> <li>Predominantly younger workforce</li> <li>Future retirements/succession</li> <li>Wildland Pre-Fire Management staffing capacity for workload</li> <li>Current RMS</li> <li>Lack of dedicated IT and GIS support</li> <li>Lack of Management-Analyst-level capacity</li> <li>Informal goals/objectives</li> <li>Fire-station-level CRR data entry and record keeping</li> <li>CRR HIVE team site needs major overhaul</li> <li>Lack of a dedicated internal training coordinator</li> <li>Prevention Field Offices communications are challenged</li> </ul>
Opportunities	Threats
<ul> <li>Permit Technician apprenticeship program</li> <li>Assistant Fire Marshal training/development program</li> <li>Testing of private fire hydrants</li> <li>Communicating hazardous material data to emergency responders</li> <li>New RMS</li> <li>Better organization of code library</li> <li>More streamlined goals/objectives</li> <li>Complete assimilation of Garden Grove</li> <li>Conduct updated fee study</li> <li>Improve training program/opportunities</li> <li>Internal Department training coordinator</li> </ul>	<ul> <li>Continued growth/expansion of OCFA</li> <li>Failure to meet state requirements for wildland inspections</li> <li>Legal liability if unable to retrieve/find records</li> <li>Younger, inexperienced workforce</li> </ul>





#### SWOT Survey Results – Planning & Development Division

Strengths	Weaknesses (Gaps)
High customer service standards Goals, objectives, and performance tracked monthly Positive/productive culture Staff teamwork/flexibility Good internal communication/coordination Daily peer mentoring Effective collaboration with Operations staff Effective collaboration with building officials, planning directors, and building industry Staff participation in regional professional organizations Position task books Cross-training Performance measures tracked daily and evaluated monthly Internal quality assurance controls Weekly staff meetings	<ul> <li>Potential goal/objective conflict with other CRR divisions/sections</li> <li>Meeting frequency with building/development officials in smaller cities</li> <li>CRR library availability to all staff</li> <li>Communication/coordination with partner jurisdictions' planning departments</li> <li>Insufficient IT support</li> <li>Current RMS</li> <li>Lack of Management-Analyst-level capacity</li> <li>Lack of internal Department training coordinator</li> <li>Advance planning tracking of larger development projects</li> <li>Plan submittal process</li> <li>Smaller teams impacted by absences</li> <li>Lack of clear career path</li> <li>Knowledge gaps – internal processes/systems</li> <li>Alternate Means and Methods not easily tracked</li> <li>Relatively younger, less-experienced staff</li> <li>Lack of use of available technology tools for field work</li> </ul>
Opportunities	Office closed every other Friday     Threats
Opportunities Improve partner agency communications and	Complex developments in multiple jurisdictions
Permit Technician Apprentice program Assistant Fire Marshal career development plan Improved plan submittal process Automated inspection scheduling More streamlined goals and objectives tracking and reporting tool New RMS Central repository for approved Alternate Means	<ul> <li>Predominantly younger, inexperienced CRR staff</li> <li>Economic disruption impacting housing and commercial real estate markets</li> <li>Insufficient IT support</li> <li>Staffing shortage</li> <li>Any internal systems failure</li> <li>Concurrence/validation of Alternate Means and Methods with other agencies</li> </ul>
and Methods tracking Enhanced staff training Improved quality assurance / quality control Improved internal communications	<ul> <li>Significant change to local, regional, or state-leve economic condition</li> <li>Rising construction and land costs impacting new development and building activity</li> <li>Change in section leadership</li> </ul>



#### SWOT Survey Results – Prevention Field Services Division

Strengths	Weaknesses (Gaps)
<ul> <li>Staff</li> <li>Adaptability and flexibility / team dynamics</li> <li>Customer service</li> <li>Communication (internal and external)</li> <li>High morale</li> <li>Accountability tools</li> <li>Secondary staff skills</li> <li>Succession planning</li> <li>Cross-training</li> <li>Onboarding trainee academy</li> <li>Technical knowledge/skills</li> <li>All annual inspections completed (Area 3)</li> <li>Area office rotations</li> </ul>	<ul> <li>Predominantly newer, less experienced staff</li> <li>Antiquated RMS</li> <li>Thousands of new State-mandated and permitted occupancy inspections add to workload</li> <li>Challenges managing, exchanging information, and monitoring processes in area offices</li> <li>Inefficient tools and processes</li> <li>Lack of administrative training</li> <li>Outdated technology systems/tools</li> <li>Effort does not always yield a product or result</li> <li>COVID-related challenges</li> <li>Inconsistent CRR work capacity due to COVID-related project impacts</li> <li>New Assistant Fire Marshal</li> <li>Organizational workflow</li> <li>Lack of succession planning/opportunities hinders internal promotions</li> </ul>
Opportunities	Threats
<ul> <li>Improved communication with internal and external stakeholders</li> <li>Cross-training; particularly wildland-related</li> <li>Trainee academy</li> <li>Collector data use in future projects</li> <li>Improved training and education opportunities</li> <li>Assistant Fire Marshal leadership development</li> <li>Continued mentoring</li> <li>New RMS</li> <li>New cities joining OCFA</li> <li>More collaboration with partner cities</li> <li>Better collaboration with Operations staff</li> <li>Improved staff familiarity with all CRR assets and capabilities</li> <li>Clean-up files</li> <li>Longer period between area office rotations</li> <li>Improved use of available technology and tools</li> </ul>	<ul> <li>Billing of businesses impacted by COVID-19</li> <li>Near-term CRR retirements</li> <li>New RMS if not properly supported</li> <li>Staff attrition</li> <li>Job security</li> <li>Cities leaving OCFA</li> <li>Recurrent or new pandemic</li> <li>Non-mandated occupancies not inspected</li> <li>Lack of communication with Operations</li> <li>Staff rotations between area offices</li> <li>Pending Office Services Specialist retirement</li> <li>High frequency / high consequence occupancy inspections</li> <li>Failure to follow-up on non-compliant inspections</li> <li>Some occupancies not inspected since 2018 (Area 6)</li> <li>Lack of access to / use of remote work tools</li> <li>Insufficient IT support</li> </ul>



#### SWOT Survey Results – Wildland Pre-Fire Management Division

Strengths	Weaknesses (Gaps)
<ul> <li>Staff</li> <li>Customer service</li> <li>Developing accountability</li> <li>Stakeholder relationships</li> </ul>	<ul> <li>Inspector/inspection rotations</li> <li>Insufficient staff capacity for workload</li> <li>Poor communications/coordination with CAL FIRE</li> <li>Outdated tools and technology</li> </ul>
<ul> <li>Improved internal OCFA relationships</li> <li>Improved external stakeholder relationships</li> <li>Better management of agreements, contracts, and grants</li> <li>Develop Office Services Specialist role and responsibilities</li> <li>Develop Deputy Fire Marshal role / responsibilities</li> <li>Develop forester's role</li> <li>Damage inspection team / use of drones</li> <li>Work with OCFA Public Information Officer and media</li> </ul>	<ul> <li>Lack of dedicated GIS capacity</li> <li>Insufficient IT support</li> <li>Inability to complete all education and inspections</li> <li>Additional state mandates</li> <li>Climate change impacts on wildland habitat</li> <li>Regulatory restrictions on wildland urban interface land management</li> </ul>
Improve quality of inspections	

# APPENDIX B—EXTERNAL PARTNER AGENCY FEEDBACK SURVEY AND SUMMARY RESULTS

#### 2021 OCFA CRR Feedback Survey

#### **Planning and Development**

1. How well do we coordinate and communicate with your planning and development team in the following areas?

	Very Well	Acceptable	Not Well	Not Sure					
1A. New development review									
1B. Plan review									
1C. Addressing identified challenges									
2. How well are your development review expectation being met in the following areas?									
	Very Well Acceptable Not Well Not Sur								
2A. Preliminary meetings									
2B. Clear and concise written responses									
2C. Appropriate follow through on plan review									
3. How are we doing with our turn-around	time?								
	Very Well	Acceptable	Not Well	Not Sure					
3A. General plan review									
3B. Construction inspection									
4. Please list major development projects that you anticipate approving for the 2021/2022									
5. Please add any comments about Planning and Development									



Community Risk Reduction Service Level Assessment

#### **Prevention Field Services (Annual Fire Inspections)**

6. How well do we coordinate and communicate with your building and code enforcement team in the following areas?

		Very Well	Acceptable	Not Well	Not Sure		
	rtnering on shared code ement efforts						
6B. Early communication on identified code enforcement challenges							
6C. Fo	llow-up communications						
7. What is your awareness level of the types of maintenance inspection we conduct in your City? (check all that apply)							
	7A. Aware of OCFA inspection ta	aking place, n	ot sure how the	ey are define	d		
	7B. State mandates, not sure of ot	hers					
	7C. Would like additional inform	ation					
8. How	8. How do you prefer OCFA follow-up on legal enforcement referrals?						
9. Pleas	se add any comments about Preven	tion Field Ser	vices				

#### Wildland Pre-Fire Management

10. Are you aware of any functions/projects that Wildland Pre-Fire Management is participating in within your city?

Yes/No

11. Would you like additional information about the kinds of projects we are involved in or services Wildland Pre-Fire Management may be able to assist you with?

Yes/No

Please note in the survey results that follow, responses of Very Well, Acceptable, and Not Well are shown as scores of 3, 2, and 1, respectively, so the average score per agency and question can be calculated. Also, results are not presented for questions 4 and 8 as those are not relevant to Citygate's assessment.



#### 2021 OCFA CRR Feedback Survey – Summary Results (Planning and Development)

Respondent City	Cypress	Irvine	Laguna Niguel	Lake Forest	Mission Viejo	Mission Viejo	San Juan Capistrano	Santa Ana	Tustin	Yorba Linda	
Respondent Title	Building Official	Chief Building Official	Development Services Manager	Building Official	Planning & Economic Development Mgr.	Building Official	Development Services Director	Building Official	Principal Planner	Building Official	Average
1. How well do we coordinate and communi	cate with y	our plann	ing and devel	opment te	eam in the foll	owing area	as?				
1A. New development review	2	3	2	3	2	3	3	3	3	2	2.60
1B. Plan review	2	3	2	2	2	3	3	3	3	2	2.50
1C. Addressing identified challenges	2	3	2	3	3	2	2	3	3	3	2.60
2. How well are your development review ex	pectation b	eing met	in the followi	ng areas?	?						
2A. Preliminary meetings	2	3	3	3	2	2	3	3	3	3	2.70
2B. Clear and concise written responses	2	2	2	2	2	3	3	3	3	1	2.30
2C. Appropriate follow through on plan review	2	2	2	3	2	3	3	3	3	1	2.40
3. How are we doing with our turn-around ti	me?										
3A. General plan review	2	2	NS	3	3	3	3	2	3	2	2.56
3B. Construction inspection	2	NS	2	3	3	3	NS	3	3	3	2.75
5. Please add any comments about Planning and Development											
Open-ended responses	NR	*1*	NR	*2*	NR	NR	*3*	*4*	NR	*5*	-
Average	2.00	2.57	2.14	2.75	2.38	2.75	2.86	2.88	3.00	2.13	

3 Very Well

2 Acceptable

1 Not Well

NS Not Sure

NR No response

\*1\* OCFA team is always available to discuss projects being reviewed in concurrence with Building and Safety.

\*2\* OCFA provides great information that need to pay attention with respect to fuel modification zone or severe fire hazard zone.

\*3\* Rich Swanson is doing a great job. He is very thorough, reasonable, and responsive.

\*4\* OCFA's Planning and Development is a pleasure to work with.

\*5\* Would like to have one or two consistent points of contact.



Community Risk Reduction Service Level Assessment

#### 2021 OCFA CRR Feedback Survey – Summary Results (Prevention Field Services)

Respondent City	Cypress	Irvine	Laguna Niguel	Lake Forest	Mission Viejo	Mission Viejo	San Juan Capistrano	Santa Ana	Tustin	Yorba Linda			
Respondent Title	Building Official	Chief Building Official	Development Services Manager	Building Official	Planning & Economic Development Mgr.	Building Official	Development Services Director	Building Official	Principal Planner	Building Official	Average		
6. How well do we coordinate and communicate with your building and code enforcement team in the following areas?													
6A. Partnering on shared code enforcement efforts	2	3	3	3	3	2	3	3	3	NS	2.78		
6B. Early communication on identified code enforcement challenges	2	2	NS	3	3	2	NS	3	3	NS	2.57		
6C. Follow-up communications	2	2	3	2	2	2	NS	3	3	NS	2.38		
7. What is your awareness level of the types of maintenance inspection we conduct in your City? (check all that apply)													
7A. Aware of OCFA inspection taking place, not sure how they are defined	~			~	~	~	~	~		~	-		
7B. State mandates, not sure of others				~				✓		✓	-		
7C. Would like additional information			√	~						✓	-		
9. Please add any comments about P	9. Please add any comments about Prevention Field Services												
Open-ended responses	NR	NR	NR	*1*	NR	NR	NR	*2*	NR	NR	-		
Average	2.00	2.33	3.00	2.67	2.67	2.00	3.00	3.00	3.00	-			

3 Very Well

2 Acceptable

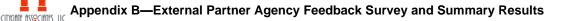
1 Not Well

NS Not Sure

 $\textbf{NR} \quad \text{No response}$ 

\*1\* We need more direct communication about these types of services.

\*2\* AFM Antonio Solares was a great asset; smooth transition to AFM Eric Evans.



#### 2021 OCFA CRR Feedback Survey – Summary Results (Wildland Pre-Fire Management)

Respondent City	Cypress	Irvine	Laguna Niguel	Lake Forest	Mission Viejo	Mission Viejo	San Juan Capistrano	Santa Ana	Tustin	Yorba Linda		
Respondent Title	Building Official	Chief Building Official	Development Services Manager	Building Official	Planning & Economic Development Mgr.	Building Official	Development Services Director	Building Official	Principal Planner	Building Official		
10. Are you aware of any functions/projects that Wildland Pre-Fire Management is participating in within your city?												
Yes/No	No	Yes	No	No	No	Yes	No	No	No	No		
11. Would you like additional information about the kinds of projects we are involved in or services Wildland Pre-Fire Management may be able to assist you with?												
Yes/No	No	Yes	No	No	No	No	No	No	No	No		





## Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors January 27, 2022 Agenda Item No. 3C Discussion Calendar

## **Board of Director Requested Item - Consideration of Additional** Standing Sub-Committees of the Board of Directors

<b>Contact(s) for Further Information</b> David Shawver, Chairman OCFA Board of Directors	dshawver@ci.stanton.ca.us	714.890.4245
Brian Fennessy, Fire Chief	brianfennessy@ocfa.org	714.573.6010
Lori Zeller, Deputy Chief Administration & Support Bureau	lorizeller@ocfa.org	714.573.6020

#### **Summary**

This agenda item is submitted per request from Director Shawver, Chairman of the OCFA Board of Directors, for consideration to add additional standing sub-committees of the Board.

**Prior Board/Committee Action** Not Applicable.

**RECOMMENDED** ACTION(S) Pleasure of the Board.

**Impact to Cities/County** 

Not Applicable.

#### **Fiscal Impact**

Costs would include stipends for Directors to attend the sub-committee meetings, costs for agenda preparation/reproduction/distribution, costs for meals, depending on timing and frequency of meetings and indirect personnel cost for staffing meetings.

#### Background

Chairman Shawver has requested an agenda item for consideration to establish additional standing sub-committees of the Board of Directors. In making this request, he indicated that additional sub-committees could provide more opportunity for Board members to engage in areas of interest and experience. Sub-committees and associated roles/responsibilities/authorities that he suggested include the following:

**Operations Committee** – Advisory body to the Executive Committee and Board of Directors on matters related to operations of the OCFA dealing with equipment and service delivery. Includes inspections, emergency response, and other operational services. Reviews plans for the future needs of the OCFA, explores alternatives to services, and makes recommendations.

**Legislative and Public Affairs Committee** – Advisory body to the Executive Committee and Board of Directors on matters related to public outreach and legislative affairs at the local, state, and federal levels. Reviews and provides recommendations on legislative and regulatory matters that may impact the OCFA. The Committee shall receive status reports from OCFA's legislative advocates and staff. In addition, the Committee will review and provide recommendations pertaining to OCFA's public outreach, branding, communications activities, and evaluate opportunities to enhance OCFA public relations.

For reference, OCFA's current standing sub-committees, and the list of Directors currently appointed to each sub-committee, are provided in Attachments 1 and 2. Per the Board Rules of Procedure, the Board Chair shall make all appointments to the standing committees in such a manner as to achieve, as close as reasonably possible, a balance between the number of members representing Structural Fire Fund and Cash Contract cities. In addition, when making appointments to each sub-committee, staff works with the Board Chair to ensure that the composition of each committee does not represent a quorum of the Board of Directors or the Executive Committee.

Staff researched prior OCFA sub-committees that were in place during the early years post-OCFA formation. In addition to the sub-committees that OCFA has today, we found that there was previously a Planning and Operations sub-committee which was recommended to be modified in 1999 from a standing committee to an ad-hoc (as needed) and due to lack of quorum for the meetings. At that time, staff indicated that "this pattern indicates that committee members do not find meeting agendas compelling and suggests consideration of altering the committee structure." In March 2000, the Board of Directors took action to disband this Committee and to merge the responsibilities into those of the Executive Committee.

OCFA's current Board-adopted Roles/Responsibilities/Authorities Matrix is also provided for reference (Attachment 3). This matrix outlines policy areas which have been retained for action by the Board of Directors, areas which have been delegated to the Executive Committee, and operational areas which have been delegated to OCFA management.

#### Attachment(s)

- 1. OCFA's Current Standing Sub-Committees
- 2. Roster of Current Appointees to OCFA's Standing Sub-Committees
- 3. OCFA Roles/Responsibilities/Authorities Matrix

# Orange County Fire Authority Standing Sub-Committees to the OCFA Board of Directors

#### **Executive Committee**

The Executive Committee conducts all business of the OCFA, except for policy issues, including labor relations, budget issues, and other matters specifically retained by the Board of Directors. The Executive Committee consists of nine members of the Board of Directors. The Committee membership is comprised of the following designated positions: Chair and Vice Chair of the Board of Directors, the immediate past Chair of the Board, and the Chair of the Budget and Finance Committee. In addition, the Chair appoints five at-large members. At least one members of the Orange County Board of Supervisors serves on this committee. The ratio of committee members representing cash contract cities to the total committee membership will be as close as reasonably possible to the ratio of the number of cash contract cities to total member agencies. The Chair of the City Managers' Technical Advisory Committee serves as an ex officio non-voting member of the Executive Committee.

#### **Budget and Finance Committee**

The Budget and Finance Committee advises staff and makes recommendations to the Board of Directors on matters related to financial and budget policies, development of budgets for the General Fund and capital expenditures, designations of reserves, budget balancing measures, evaluation, and development of plans to meet long-term financing needs, investment oversight and purchasing policies. The Chair of the City Manager Budget and Finance Committee serves as an ex officio non-voting member of this committee. The Budget and Finance Committee also serves as the OCFA's Audit Oversight Committee.

#### **Human Resource Committee**

The Human Resources Committee advises staff and makes recommendations to the Board of Directors on matters regarding human resources policies, job class specifications, compensation programs, benefit changes and renewals, staff training development and recognition programs, succession planning, risk management and Workers' Compensation policies, and development of management/performance evaluation and information systems.

#### 2021 OCFA BOARD COMMITTEE MEMBERS

## **Executive Committee**:

David J. Shawver	Chair
Michele Steggell	Vice chair
Shelley Hasselbrink	
VACANT (formerly J. Muller)	
Donald P, Wagner	
Noel Hatch	Structural Fire Fund
Gene Hernandez	Structural Fire Fund
John O'Neill	Cash Contract
VACANT (formerly L. Clark)	Cash Contract

Executive Committee Alternates: County Representative - Lisa Bartlett Cash Contract – Kathy Ward, Sunny Park, John O'Neil Structural Fire Fund – Sandy Rains, Carol Gamble, Ross Chun

#### **Budget and Finance:**

VACANT (formerly J. Muller)	Chair
Tri Ta	Vice Chair
Gene Hernandez	
Shelly Hasselbrink	
Ed Sachs	
John O'Neil	
Mark Tettemer	
Troy Bourne	
Anthony Kuo	

## Human Resources:

Michele Steggell	Chair
Gene Hernandez	. Vice Chair
Noel Hatch	
Ed Sachs	
Ross Chun	
Joe Kalmick	
Sandy Rains	

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

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

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

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

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

	Authority Management	Executive Committee	<b>Board of Directors</b>
Sole Source Contracts	Approve any sole source contract less than \$50,000 annually, so long as acceptable justification is established by the using department per the requirements in Ord. 8, Sec. 1-21(1) or Sec. 1- 21(2)	Approve any sole source contracts when aggregate amount exceeds \$50,000, so long as acceptable justification is established by the using department per the requirements in Ord. 8, Sec. 1- 21(1) or Sec. 1-21(2). Sole source justification form is a required attachment to the staff report	
Public Projects - Informal & Formal as set forth in the California Public Contract Code Section 22032.	Approve all informal public projects in amounts up to the statutory limits authorized by Public Contract Code Section 22032 (Projects under \$200,000 effective 1-1-19).		Approve all formal public works contracts in amounts at or above the statutory limits authorized by Public Contract Code Section 22032(Projects over \$200,000 effective 1-1-19).
Public Projects - Change Orders/ Modifications for informal and formal Public Projects as set forth in Public Contract Code Section 22032	For informal public projects within the original scope of work, approve change orders in any amount so long as the revised total remains below the statutory limits authorized by Public Contract Code Section 22032 (b).		Approve change order/modification on formal public projects over 15% of original contract amount.
	For formal public projects originally approved by the Board of Directors, approve change orders within the original scope of work up to 15% of original contract amount.		

	Authority Management	Executive Committee	<b>Board of Directors</b>
Public Projects – Emergency as defined in Public Contract Code Sections 22035 and 22050 (Ord. 8, Sec. 1-53)	Fire Chief or designee has authority to declare an emergency and authorize procurement of construction services and supplies without the competitive bidding requirements when it is impactable to convene a meeting of the Board of Directors prior to addressing the emergency needs.		Authorize exemption from procurement requirements by four- fifths vote (at next scheduled meeting) as required per Public Contract Code Sections 22035 and 22050.
Investment Practices	Provide financial data to Budget & Finance Committee, Executive Committee and Board of Directors. Develop draft policy.	Budget & Finance Committee - Review Treasury/Investment actions to insure compliance with policy. Executive Committee – review monthly reports.	Adopt investment and Treasury policies.
Setting of salaries/benefits and other terms and conditions of employment	Identify issues, recommend negotiations approach; negotiate with labor organizations as approved by the Board of Directors.	Review management recommendations; make recommendations to the Board of Directors.	Provide direction to chief negotiator on negotiations; adopt resulting MOUs and changes in the PSR.
Grievances	Administer procedures pursuant to MOU and PSR provisions.		
Disciplinary Actions	Implement disciplinary actions within legal and MOU requirements.		
Hire/Terminate	Hire/terminate Authority staff.	Make recommendations to the Board of Directors on General Counsel legal services contract and Fire Chief employment contract, and compensation of General Counsel and the Fire Chief.	<ul><li>Hire/terminate Fire Chief and General Counsel.</li><li>Approve service contract for General Counsel.</li><li>Approve employment contract for Fire Chief.</li></ul>
Appointments			Appointment of clerk, auditor, and treasurer (JPA Agreement Articles II.9 and II.13)

	Authority Management	Executive Committee	Board of Directors
Classification and Salary Ranges	Administer classification system within existing classes and budget.	Adopt and approve new or modified classes and corresponding salary ranges.	
Settlement of Employee Complaints and Grievances	Approve settlements up to \$10,000 within existing PSR parameters.	Approve settlements up to \$50,000.	Approve settlements over \$50,000.
File Legal Action			Authorize filing of legal action.
Respond to Legal Action			Authorize response to legal action.
Settlement of Claims and Litigation	Approve settlements of claims and litigation up to \$50,000. and workers' compensation claims under \$250,000.		Approve settlements of claims and litigation in excess of \$50,000 and workers' compensation claims above \$250,000.
Level of risk/coverage/exposure	Recommend risk management policies; administer risk management program within established Board of Directors and legal requirements.		Establish policies.
Write-Off for Uncollectible Accounts	Approve write-off of uncollectible accounts up to \$15,000.	Approve write-off of uncollectible accounts over \$15,000. Budget and Finance Committee review annual report of uncollectables and make a recommendation to Executive Committee for final decision.	
Accept Real Property Interests	Accept interest in real property if the Board of Directors or Executive Committee has previously approved.		Approve Purchase Agreements for the acquisition of real property.
Secured Fire Protection Agreements	Approve Secured Fire Protection Agreements, using the standard form agreement previously approved by the Board of Directors, and approved as to form by General Counsel.		Approve Secured Fire Protection Agreements that contain material differences from the standard form approved by the Board of Directors.

	Authority Management	Executive Committee	Board of Directors
Utility licenses and easements	Execute licenses and easements for utilities necessary to implement construction projects approved by the Board or Executive Committee	Approve licenses and easements for utilities where no prior approval of construction projects has occurred	
Accept Grants	Accept all grants except: (1) when the grantor requires approval by the governing body, or; (2) when an adjustment is immediately needed to appropriations to expend the grant, or; (3) when a contract award is needed, requiring approval by the Executive Committee or Board.		Accept all grants in which the grantor requires approval by the governing body.



**Concurrent Joint Special Meetings January 27, 2022**  Agenda Item No. 3D Discussion Calendar

# Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings

#### **Contact(s) for Further Information**

David E. Kendig, General Counsel

Dkendig@wss-law.com

714.415.1083

#### **Summary**

In order for the Board of Directors and Committees to continue meeting via teleconference during the pandemic, AB 361 requires the local legislative bodies to make specified findings at least every thirty (30) days.

#### **Prior Board/Committee Action**

At the October 28, 2021 meeting, the Board of Directors approved the legally required findings and directed staff to schedule concurrent Special Joint Meetings of the Board of Directors, Executive Committee, Budget and Finance Committee, and Human Resources Committee with regular or special meetings of the Board of Directors whenever necessary to address the requirement to make the required findings at least every thirty (30) days, and to minimize the need for separate Board or committee meetings to address this new requirement of the Brown Act.

#### **RECOMMENDED** ACTION(S)

Make the following findings by majority votes of the Board of Directors, Executive Committee, Budget and Finance Committee and Human Resource Committee:

- a. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic and continues in effect; and
- b. The Board of Directors and each Committees has reconsidered the circumstances of the emergency; and
- c. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

#### **Impact to Cities/County**

Not Applicable.

#### **Fiscal Impact**

Nominal software licensing costs to continue to use Zoom Webinar to stream meetings in a manner that allows online public comments.

#### Background

Assembly Bill 361 was signed into law by the Governor on September 16, 2021. A portion of AB 361 enacted amendments to California Government Code section 54953 regarding teleconference meetings.

Those amendments authorize local agencies like the Fire Authority to continue to conduct meetings by teleconference during a Governor-proclaimed state of emergency<sup>1</sup> provided that certain findings are made by the legislative body, and provided that certain procedural requirements are met regarding public access to the meetings.

A new requirement in AB 361 requires particular findings be made by the Board of Directors and each of the OCFA's legislative bodies and requires that the new findings must be reaffirmed <u>at least every thirty (30) days</u> thereafter in order for the legislative body to continue to use teleconferencing.

### The Required Findings

The teleconference provisions in AB 361 may only be utilized as long as a Governor-proclaimed state of emergency remains active, or while state or local officials have recommended measures to promote social distancing.

When either of those is the case (both are true at this time), then in order to continue to teleconference using the new provisions of AB 361, each legislative body must make the following findings by majority vote at least every 30 days:

- (A) The legislative body has reconsidered the circumstances of the state of emergency; and
- (B) <u>Either of the following circumstances exist:</u>
  - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person; or
  - (ii) State or local officials continue to impose or recommend measures to promote social distancing.<sup>2</sup>

To comply with that requirement, the recommended action would have the Board of Directors and each Committee find each of the following:

- a. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic and continues in effect; and
- b. The Board of Directors and each Committee has reconsidered the circumstances of the emergency; and
- c. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

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<sup>&</sup>lt;sup>1</sup> For purposes of AB 361 "...'state of emergency' means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act..." Cal. Gov't Code sec. 54953(e)(4). Section 8625 of CESA in turn refers to a state of emergency proclaimed by the Governor.

<sup>&</sup>lt;sup>2</sup> Cal. Gov't Code sec. 54953(e)(3).

#### Potential Consequence of Not Making the Findings Every 30 Days

AB 361 does not expressly state what happens if a legislative body fails to make the required findings "every 30 days." However, it expressly requires the timely reapproval of the findings "in order to continue to teleconference" in the manner that AB 361 authorizes.

As a result, if a legislative body does not adopt the required findings every 30 days, then it could be precluded from continuing to teleconference thereafter, perhaps even if it were later willing to adopt the findings at a later date. For this reason, General Counsel recommends that the Board of Directors and Committees adopt the required findings at this time and at least every 30 days thereafter, unless the Board of Directors and Committees decide as a *permanent* matter that it will no longer permit teleconferencing at all (e.g., regardless of whether the state of emergency worsens).

Attachment(s)

None.



## Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors Meeting January 27, 2022

Agenda Item No. 3E Discussion Calendar

## **Election of Board Chair and Vice Chair**

#### **Contact(s) for Further Information**

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#### Summary

The Rules of Procedure includes provisions for the election of the Board Chair and Vice Chair.

#### **Prior Board/Committee Action**

This is an annual and routine item for Board Member consideration.

#### **RECOMMENDED ACTION(S)**

Elect a Chair and Vice Chair for 2022.

Impact to Cities/County None.

Fiscal Impact

## None.

#### Background

The Rules of Procedure adopted by the Board of Directors includes a provision for election of the Chair and Vice Chair, as follow:

# "RULE 6. ELECTION OF CHAIR AND VICE CHAIR OF THE BOARD OF DIRECTORS/ABSENCE OF PRESIDING OFFICER

- (a) The officers of the Board are the Chair and Vice Chair.
- (b) Elections for Chair and Vice Chair shall be held at the first meeting of each calendar year. The method of nomination and election of the Chair and Vice Chair will be at the discretion of the Board.
- (c) The Presiding Officer of the Board shall be the Chair, or in the Chair's absence the Vice Chair, followed by the Immediate Past Chair, then the Budget and Finance Committee Chair."

The Chair may call for nominations for the 2022 Board Chair and/or Vice Chair positions, close the nominations, vote on the matter and declare the results.

#### Attachment(s)

None.