



# ORANGE COUNTY FIRE AUTHORITY AGENDA

## Budget and Finance Committee Regular Meeting

Wednesday, June 8, 2022

12:00 Noon

### Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road

Irvine, California 92602

### Committee Members

Tri Ta, Chair • John O'Neill, Vice-Chair

Troy Bourne • Shelley Hasselbrink • Gene Hernandez

Austin Lumbard • Mark Tettemer • Vince Rossini • Ed Sachs

Jennifer Cervantez, Ex Officio

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

This meeting is open to the public. In addition, there are several alternative ways to view and to make comments during the meeting including:

#### **View Meeting On-Line:**

You may access the meeting live electronically at: <https://player.cloud.wowza.com/hosted/xvtncikw/player.html>.  
(Note: you should use one of the other alternatives below if you want to make comments during the meeting.)

**Live Public Comments by Zoom:** You may also view and make real-time verbal comments during the meeting via the Zoom link below during the meeting. You will be audible during your comments, but the committee members will not be able to see you. To submit a live comment using Zoom, please be prepared to use the "Raise Your Hand" feature when public comment opportunities are invited by the Chair. (You can raise your hand on your smart phone by pressing \*9.) Also, members of the public must unmute themselves when prompted upon being recognized by the Chair in order to be heard. (To unmute your smartphone in Zoom, press \*6.)

Public Comments via Zoom: <https://zoom.us/j/83264128588#success>

Meeting ID: 832 6412 8588

Passcode: 298121

Raise Your Hand (press \*9) and Unmute (press \*6)

**E-Comments:** Alternatively, you may email your written comments to [coa@ocfa.org](mailto:coa@ocfa.org). E-comments will be provided to the committee members upon receipt and will be part of the meeting record as long as they are received during or before the committee takes action on an item. Emails related to an item that are received after the item has been acted upon by the committee will not be considered.

Further instructions on how to provide comments is available at: <https://ocfa.org/PublicComments>.

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 Committee members after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact the Clerk of the Authority at (714) 573-6040 Monday through Thursday, and every other Friday from 8 a.m. to 5 p.m. and available online at <http://www.ocfa.org>



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

**CALL TO ORDER – Chair Ta**

**PLEDGE OF ALLEGIANCE - Director O'Neill**

**ROLL CALL - Clerk of the Authority**

**PUBLIC COMMENTS**

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

**1. PRESENTATION**

No items.

**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 Budget and Finance Committee Meetings**

Submitted by: Maria 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 April 28, 2022, Concurrent Joint Special Meeting as submitted.
2. Approve the Minutes for the May 11, 2022, Regular Meeting as submitted.
3. Approve the Minutes for the May 18, 2022, Special Meeting as submitted.

**B. Monthly Investment Reports**

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

Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of June 23, 2022, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the reports.

**C. Updated Cost Reimbursement Rates**

Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Julie Nemes, Finance Manager/Auditor



Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of June 23, 2022, with the Budget and Finance Committee's recommendation that the Board of Directors approve and adopt the proposed Cost Reimbursement Rate schedules to be effective July 1, 2022.

**D. FY 2021/22 Year End Budget Adjustment**

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

Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of June 23, 2022, with the Budget and Finance Committee's recommendation that the Board of Directors approve and authorize FY 2021/22 budget adjustments as detailed in this report.

**E. CAL FIRE Grant to OCFA for Vegetation Management**

Submitted by: Tim Perkins, Division Chief/Special Operations and Justin Neville, Battalion Chief/Wildland Operations

Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting on June 23, 2022, with the Budget and Finance Committee's recommendation that the Board of Directors approve a budget adjustment to the FY 2022/23 General Fund (121) budget to increase revenues and expenditures by \$1,225,000 for the OCFA Vegetation Management grant.

**3. DISCUSSION CALENDAR****A. Fire Integrated Real-time Intelligence System (FIRIS) 3.0 Program Extension**

Submitted by: Brian Fennessy, Fire Chief and Robert Cortez, Assistant Chief/Business Services Department

Recommended Actions:

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of June 23, 2022, with the Budget and Finance Committee's recommendation that the Board of Directors:

1. Approve and authorize a budget adjustment to increase revenue and appropriations in the FY 2022-23 General Fund (121) budget by an additional \$9,789,565 for the extension of the FIRIS 3.0 Program up to an additional six months from July 1 through December 31, 2022.
2. Approve and authorize the Purchasing Manager to either amend or enter into new FIRIS-related vendor contracts by the individual amounts needed in support of the FIRIS 3.0 Program extension, so long as the aggregate value of the increase does not exceed the revised program budget (see table).

3. Approve and authorize the Purchasing Manager to issue an amendment to the Professional Services Agreement with AEVEX to modify the scope of services to allow for the installation and utilization of additional sensor technology, as requested by Cal OES.

**B. 2022 Quick Reaction Force (QRF) Program**

Submitted by: Brian Fennessy, Fire Chief

Recommended Actions:

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of June 23, 2022, with the Budget and Finance Committee's recommendation that the Board of Directors:

1. Approve the Funding Agreement with Southern California Edison in a form substantially consistent with the attachment and approved by legal counsel to accept funding in the amount of \$9,018,100 to fund the fixed-cost portion of the 165-day 2022 Quick Reaction Force Program.
2. Approve and authorize the Purchasing Manager to execute the Public Aircraft Lease and Service Agreement with Coulson Aviation (USA), Inc. in a form substantially consistent with the attachment and approved by legal counsel utilizing the sole source procurement provision in the Purchasing Ordinance for the provision of aircraft and other operational related services in an amount not to exceed \$7,893,260 for the 2022 QRF Program term with the option to renew the agreement for two additional program terms, at the sole discretion of OCFA and contingent upon the identification of additional SCE funding.
3. Approve and authorize the Purchasing Manager to enter into a Professional Services Agreement with Perimeter Solutions in a form substantially consistent with the attachment and approved by legal counsel utilizing the sole source procurement provision in the Purchasing Ordinance for the provision of a mobile fire-retardant plant and related services in an amount not to exceed \$1,655,000 for the 2022 QRF Program term.
4. Approve and authorize the Purchasing Manager to enter into new Professional Services Agreements with the Air Tactical Group Supervisors (ATGS') in a form substantially consistent with the attachment and approved by legal counsel at an amount not to exceed \$250,000 each for the 2022 QRF Program term, with an aggregate program spending cap not to exceed \$660,000.
5. Approve and authorize the Purchasing Manager to enter into a new Professional Services Agreement for Program Manager Services with Scott Jones, in a form substantially consistent with the attachment and approved by legal counsel with an aggregate program spending cap not to exceed \$250,000 for the 2022 QRF Program term.
6. Approve and authorize a FY 2022/23 General Fund (121) budget adjustment to recognize funding from SCE for a revenue increase of \$9,018,100 and to increase appropriations by the same amount.
7. Approve the updated Cost Reimbursement Rate schedule to include the CH-47 Very Large Helitanker, S-61 Helitanker, and S-76 Helitanker daily stand-by and hourly flight rates, and mobile fire retardant plant daily stand-by and hourly rates, and hourly rates for Program Manager and Air Tactical Group Supervisors to be effective June 24, 2022.

8. Adopt an exemption from the California Environmental Quality Act (CEQA) pursuant to Title 14, California Code of Regulations, Section 15301 (Existing Facilities) and direct staff to file a Notice of Exemption.
9. Approve and authorize the Fire Chief to enter into an agreement with the Los Alamitos Joint Forces Training base in a form substantially consistent with the attachment and approved by legal counsel for a program spending cap not to exceed \$150,000 for the 2022 QRF Program term.

**C. Award of RFP# SK2489b Design-Build Services for OCFA Mission Viejo Fire Station #24 and Approval of Corresponding Budget Adjustments**

Submitted by: Jim Ruane, Assistant Chief/Logistics Department and Patrick Bauer, Property Manager/Logistics Department

Recommended Actions:

Review the proposed agenda item and direct staff to place this item on the agenda for the Board of Directors meeting on June 23, 2022, with the Budget and Finance Committee's recommendation that the Board of Directors:

1. Direct staff to increase the FY 2021/22 Fire Stations and Facilities CIP in the amount of \$3,000,000 for one-time additional funding for Fire Station #24 to add station capacity for both an Engine and Truck company.
2. Approve and authorize the Purchasing Manager to execute the proposed Design-Build Services Agreement for OCFA Mission Viejo Station #24 with EC Constructors, Inc. in an amount not to exceed \$14,996,489.

**D. OCFA Aircraft Replacement Review Process of Air Ops Services Provided**

Submitted by: Brian Fennessy, Fire Chief and Kenny Dossey, Deputy Chief/Operations Bureau and Tim Perkins, Division Chief/Special Operations

Recommended Actions:

1. Receive and file the second phase of the six-phased work plan for the OCFA Aircraft Replacement Review process.
2. Provide further direction regarding the approved work plan based on the following options:
  - A. Continue with the current work plan as approved by the Board.
  - B. Shorten the Board approved work plan by combining some of the review phases.
  - C. Pleasure of the Committee.

**CLOSED SESSION**

*The Brown Act permits legislative bodies to discuss certain matters without members of the public present. The Committee finds, based on advice from the General Counsel, that discussion in open session of the following matters will prejudice the position of the Agency.*

**CS1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to Cal. Government Code 54956.9(d)(2): 1 matter (Quick Reaction Force operations and contracts).

**CLOSED SESSION REPORT** – The General Counsel will report on any action(s) taken.

**COMMITTEE MEMBER COMMENTS**

**ADJOURNMENT** – The next regular meeting of the Budget and Finance Committee is scheduled for Wednesday, July 13, 2022, at 12:00 noon.

**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 B&FC AGENDA ITEMS – THREE-MONTH OUTLOOK:**

- Monthly Investment Report
- Annual Investment Report
- 4<sup>th</sup> Quarter Financial Newsletter
- 4<sup>th</sup> Quarter Purchasing Report
- Annual SHSGP Grant
- Acceptance of UASI Grant
- Carryover of Fiscal Year 2021/22 Uncompleted Projects
- OCFA Aircraft Replacement Review Process

**UPCOMING MEETINGS:**

Executive Committee	Thursday, June 23, 2022, 5:30 p.m.
Board of Directors	Thursday, June 23, 2022, 6:00 p.m.
Concurrent Joint Special Meeting of the Board of Directors and all Committees	Thursday, June 23, 2022, 6:00 p.m.
Budget and Finance Committee	Wednesday, July 13, 2022, 12 noon
Concurrent Joint Special Meeting of the Board of Directors and all Committees	Thursday, July 14, 2022, 6:00 p.m.

# **MINUTES ORANGE COUNTY FIRE AUTHORITY**

**Budget and Finance Committee  
Concurrent Joint Special Meeting  
Thursday, April 28, 2022  
8:20 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 April 28, 2022, at 8:20 p.m. by Board of Directors Chair Steggell.

## **ROLL CALL**

**Present:** Tri Ta, Westminster, Chair\*  
John O'Neill, Garden Grove, Vice Chair\*  
Troy Bourne, San Juan Capistrano\*  
Gene Hernandez, Yorba Linda\*  
Anthony Kuo, Irvine\*  
Austin Lombard, Tustin\*  
Vince Rossini, Villa Park\*

**Absent:** Shelley Hasselbrink, Los Alamitos  
Ed Sachs, Mission Viejo

## **Staff present were:**

Fire Chief Brian Fennessy  
Deputy Chief Kenny Dossey  
Assistant Chief TJ McGovern  
Assistant Chief Stephanie Holloman  
Communications Director Matt Olson  
General Counsel David Kendig

Deputy Chief Lori Zeller  
Assistant Chief Lori Smith  
Assistant Chief Robert Cortez  
Assistant Chief Jim Ruane  
Clerk of the Authority Maria Huizar

## **PUBLIC COMMENTS**

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

*\*Committee Members participating via teleconferencing.*

## **1. PRESENTATION**

None.

## **2. DISCUSSION CALENDAR**

### **A. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings (FILE 12.02B2)**

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

On motion of Director Ta and second by Director O'Neill, and following a roll call vote, approved 6-1 (Director Kuo opposed, Directors Hasselbrink and Sachs absent) to select Option # 1 to make the following findings:

- 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.

## **REPORTS**

No Items.

## **COMMITTEE MEMBER COMMENTS**

None.

**ADJOURNMENT** – Chair Steggell adjourned the Concurrent Joint Special Meeting at 8:24 p.m. The next regular meeting of the Budget and Finance Committee is scheduled for Wednesday, May 11, 2022, at 12:00 noon.

---

Maria D. Huizar, CMC  
Clerk of the Authority

# **MINUTES ORANGE COUNTY FIRE AUTHORITY**

## **Budget and Finance Committee Regular Meeting Wednesday, May 11, 2022 12:00 Noon**

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

---

### **CALL TO ORDER**

A regular meeting of the Orange County Fire Authority Budget and Finance Committee was called to order on May 11, 2022, at 12:03 p.m. by Chair Ta.

### **PLEDGE OF ALLEGIANCE**

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

### **ROLL CALL**

**Present:** Tri Ta, Westminster, Chair\*  
Troy Bourne, San Juan Capistrano\*  
Shelley Hasselbrink, Los Alamitos\*  
Vince Rossini, Villa Park\*  
Anthony Kuo, Irvine\*  
Austin Lombard, Tustin\*

**Absent:** Gene Hernandez, Yorba Linda  
John O'Neill, Garden Grove  
Ed Sachs, Mission Viejo

### **Staff present were:**

Fire Chief Brian Fennessy  
Assistant Chief Robert Cortez  
Assistant Chief Lori Smith  
General Counsel David Kendig  
Deputy Chief Kenny Dossey  
Ex-Officio Member Jennifer Cervantez\*

Deputy Chief Lori Zeller  
Assistant Chief Jim Ruane  
Assistant Chief Stephanie Holloman  
Assistant Chief TJ McGovern  
Director of Communications Matt Olson  
Clerk of the Authority Maria Huizar

*\*Committee Members participating via teleconferencing.*



## **PUBLIC COMMENTS**

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

### **1. PRESENTATION**

No items.

### **2. CONSENT CALENDAR**

On motion of Director Kuo and second by Director Rossini, and following a roll call vote, approved 6-0 Agenda Items 2A-2E (Directors Hernandez, O'Neill, and Sachs absent).

#### **A. Minutes for the Budget and Finance Committee Meetings (FILE 12.02B2)**

Actions:

1. Approve the Minutes for the April 13, 2022, Regular Meeting as submitted.
2. Approve the Minutes for the April 14, 2022, Concurrent Joint Special Meeting as submitted.

#### **B. Monthly Investment Reports (FILE 11.10D2)**

Action: Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of May 26, 2022, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the reports.

#### **C. Third Quarter Purchasing Report (FILE 11.10H1)**

Action: Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of May 26, 2022, with the Budget and Finance Committee's recommendation that the Board of Directors receive and file the report.

#### **D. Third Quarter Financial Newsletter (FILE 15.07)**

Action: Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of May 26, 2022, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the report.

#### **E. Organizational Service Level Assessment Update (FILE 17.16)**

Action: Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of May 26, 2022, with the Budget and Finance Committee's recommendation that the Board of Directors receive and file the Organizational Service Level Assessment (SLA) update for Field Deployment, Emergency Medical Services, Emergency Command Center, Fleet Services, Executive Leadership/Human Resources, Business Services, and Community Risk Reduction.

### **3. DISCUSSION CALENDAR**

#### **A. Review of the Fiscal Year 2022/23 Proposed Budget (FILE 15.04)**

Assistant Chief Robert Cortez provided a PowerPoint presentation of the Review of the Fiscal Year 2022/23 Proposed Budget. He introduced Assistant Chief Jim Ruane who presented the Proposed Five-Year Capital Improvement Program FY 2022/23 – 2026/27.

On motion of Director Rossini and second by Director Hasselbrink, and following a roll call vote, approved 5-1 (Director Bourne opposed, Directors Hernandez, O'Neill, and Sachs absent) to review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of May 26, 2022, with the Budget and Finance Committee's recommendation that the Board of Directors take the following actions:

1. Conduct a Public Hearing.
2. Adopt the FY 2022/23 Proposed Budget as submitted.
3. Adopt the resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ADOPTING AND APPROVING THE APPROPRIATIONS BUDGET FOR THE ORANGE COUNTY FIRE AUTHORITY FOR FISCAL YEAR 2022/23.
4. Approve and authorize the temporary transfer of up to \$90 million from the Fund 190 Workers' Compensation Reserve Fund to the General Fund 121 to cover a projected temporary cash flow shortfall for FY 2022/23.
5. Approve and authorize the repayment of \$90 million borrowed funds from Fund 121 to Fund 190 along with interest when General Fund revenues become available in FY 2022/23.
6. Approve changes to the Master Position Control list to unfreeze, reclassify and/or add 38 positions as detailed in Attachment 3.
7. Approve transfers from the General Fund 121 to CIP Funds and Settlement Agreement Fund totaling \$26,110,226.

#### **REPORTS**

No items.

#### **COMMITTEE MEMBER COMMENTS**

The Committee Members offered no comments.

**ADJOURNMENT** – Chair Ta adjourned the meeting at 1:13 p.m. The next meeting of the Budget and Finance Committee is a Special meeting scheduled for Wednesday, May 18, 2022, at 3:00 p.m.

---

Maria D. Huizar, CMC  
Clerk of the Authority

# **MINUTES ORANGE COUNTY FIRE AUTHORITY**

## **Special Budget and Finance Committee Meeting**

**Wednesday, May 18, 2022**

**3:00 p.m.**

**OCFA Fire Station 41**

**Fullerton Airport**

**3900 Artesia Avenue**

**Fullerton, 90621**

---

### **CALL TO ORDER**

A special meeting of the Orange County Fire Authority Budget and Finance Committee was scheduled; however, due to lack of quorum no formal action was taken. Staff proceeded with an educational presentation for the committee members who were present.

### **1. WORK STUDY SESSION**

#### **A. OCFA Aircraft Replacement Review Process - Asset Orientation - Air Operations Station 41**

---

Maria D. Huizar, CMC  
Clerk of the Authority



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Budget and Finance Committee Meeting**  
**June 8, 2022**

**Agenda Item No. 2B**  
**Consent Calendar**

**Monthly Investment Reports**

---

**Contact(s) for Further Information**

Robert Cortez, Assistant Chief,  
Business Services Department

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

714.573.6012

Tricia Jakubiak, Treasurer  
Treasury & Financial Planning

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

714.573.6301

James Slobojan, Assistant Treasurer  
Treasury & Financial Planning

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

714.573.6305

**Summary**

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

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of June 23, 2022, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the reports.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

Attached is the final monthly investment report for the month ended April 30, 2022. A preliminary investment report as of May 20, 2022, is also provided as the most complete report that was available at the time this agenda item was prepared.

**Attachment(s)**

Final Investment Report – April 2022/Preliminary Report – May 2022

# *Orange County Fire Authority Monthly Investment Report*



*Final Report – April 2022*

*Preliminary Report – May 2022*



## ***Monthly Investment Report Table of Contents***

<b><i>Final Investment Report – April 30, 2022 .....</i></b>	<b><i>1</i></b>
<i>Executive Summary .....</i>	<i>2</i>
<i>Portfolio Statistics .....</i>	<i>3</i>
<i>Benchmark Comparison .....</i>	<i>4</i>
<i>Portfolio Size, Yield, &amp; Duration .....</i>	<i>4</i>
<i>Portfolio Summary .....</i>	<i>5</i>
<i>Portfolio Details .....</i>	<i>6</i>
<i>Aging Report .....</i>	<i>9</i>
<i>Notes to Portfolio Management Report .....</i>	<i>10</i>
<i>Local Agency Investment Fund .....</i>	<i>11</i>
 <b><i>Preliminary Investment Report – May 20, 2022 .....</i></b>	 <b><i>13</i></b>
<i>Portfolio Summary .....</i>	<i>14</i>
<i>Portfolio Details .....</i>	<i>15</i>
<i>Aging Report .....</i>	<i>18</i>
<i>Notes to Portfolio Management Report .....</i>	<i>19</i>
 <i>Glossary .....</i>	 <i>20</i>



***Orange County Fire Authority***

***Final Investment Report***

***April 30, 2022***





## **EXECUTIVE SUMMARY**

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

During the month of April 2022, the size of the portfolio increased by approximately \$62.5 million to \$219.3 million. Receipts for the month totaled approximately \$106.8 million. Significant receipts included Property Tax apportionment payments totaling \$95.2 million, cash contract payments totaling \$7.3 million, and various grant reimbursement payments and other charges for current services totaling \$4.3 million. Total April cash outflows amounted to approximately \$45 million. Significant disbursements for the month included three (instead of the typical two per month) biweekly payrolls and related benefits totaling approximately \$40 million. The portfolio's balance is expected to decrease in May as expenditures will exceed projected receipts.

In April, the portfolio's yield to maturity (365-day equivalent) moved upward by 5 basis points to 0.53%. The effective rate of return increased by 7 basis points to 0.52% for the month, and the average maturity of the portfolio increased by eleven days to 27 days to maturity.

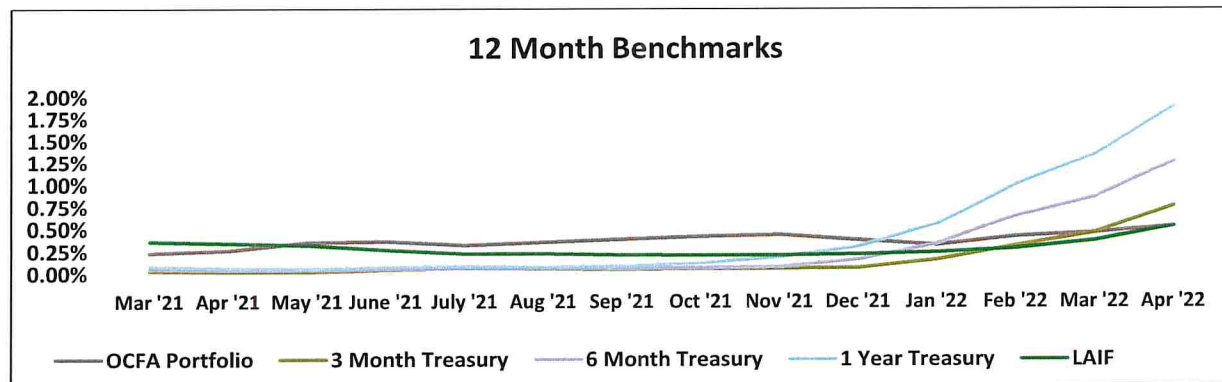
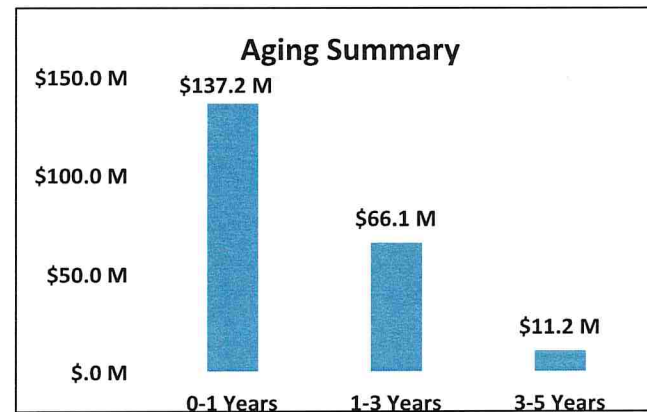
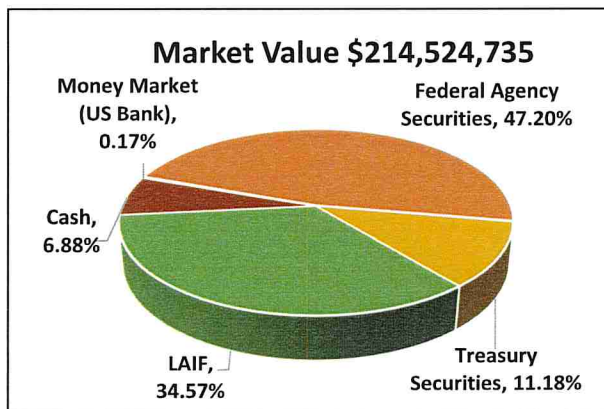
### ***Economic News***

In April 2022, total nonfarm payroll employment rose by 428,000, and the unemployment rate was unchanged at 3.6%. Leisure and hospitality led job gains followed by manufacturing, and transportation and warehousing. The number of unemployed persons decreased slightly to 5.9 million, bringing employment data points back to where they were in February 2020 (3.5% and 5.9 million), before the coronavirus pandemic. Retail sales rose in April for the fourth straight month, rising 0.9% from the prior month. Consumers spent more at restaurants and bars, vehicles, furniture, clothing, and electronics while spending less on grocery stores and home improvement. Gasoline costs remain high while dipping some in April before ticking back up at month end.

U.S. Consumer confidence fell slightly in April, after an increase in March. The producer price index (PPI), which measures the prices paid by wholesalers, increased 11% from a year ago and rose .5% on the month. PPI is considered a forward-looking inflation measure as it tracks prices in the pipeline for goods and services that eventually reach consumers. Inflation slowed in April, with an 8.3% annual increase in the Consumer Price Index (CPI), but inflation is still running at near the fastest rate in four decades. CPI increased .3% in April with Core CPI, which excludes food and energy, rising 6.2%. Workers' paychecks continued to lose ground as inflation-adjusted earnings dropped 0.1%, showing a continued inability of wages to keep up with costs and adding to inflation pressures. At its May 4, 2022 meeting, the Federal Reserve raised the central bank's benchmark federal-funds rate by .50% to a target range between 0.75% and 1% to reduce inflation.



OCFA'S PORTFOLIO IS EQUAL TO THE LAIF BENCHMARK AS OF 4-30-2022





**BENCHMARK COMPARISON AS OF APRIL 30, 2022**

3 Month T-Bill:	0.76%	1 Year T-Bill:	1.89%
6 Month T-Bill:	1.26%	LAIF:	0.52%
OCFA Portfolio:		0.52%	

**PORTFOLIO SIZE, YIELD, & DURATION**

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value	\$219,365,328	\$156,852,100	\$192,629,540
Yield to Maturity (365 day)	0.53%	0.48%	0.43%
Effective Rate of Return	0.52%	0.45%	0.26%
Days to Maturity	27	16	53



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**April 30, 2022**

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

	Par Value	See Note 1 on page 10 Market Value	See Note 2 on page 10 Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
<b>Investments</b>								
Money Mkt Mutual Funds/Cash	386,296.29	386,296.29	386,296.29	0.19	1	1	0.010	0.010
Federal Agency Coupon Securities	81,450,000.00	77,260,814.55	81,452,091.30	39.77	1,318	43	0.551	0.558
Federal Agency Disc. -Amortizing	24,000,000.00	23,988,840.00	23,992,466.66	11.71	36	26	0.375	0.381
Treasury Discounts -Amortizing	24,000,000.00	23,973,600.00	23,974,831.67	11.71	70	60	0.632	0.641
Local Agency Investment Funds	75,000,000.00	74,156,515.35	75,000,000.00	36.62	1	1	0.516	0.523
	<b>204,836,296.29</b>	<b>199,766,066.19</b>	<b>204,805,685.92</b>	<b>100.00%</b>	<b>537</b>	<b>27</b>	<b>0.526</b>	<b>0.533</b>
<b>Investments</b>								
<b>Cash</b>								
Passbook/Checking (not included in yield calculations)	14,758,668.79	14,758,668.79	14,758,668.79		1	1	0.000	0.000
<b>Total Cash and Investments</b>	<b>219,594,965.08</b>	<b>214,524,734.98</b>	<b>219,564,354.71</b>		<b>537</b>	<b>27</b>	<b>0.526</b>	<b>0.533</b>

<b>Total Earnings</b>	<b>April 30 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	71,895.92	517,381.43
<b>Average Daily Balance</b>	<b>167,605,092.59</b>	<b>155,238,056.87</b>
<b>Effective Rate of Return</b>	<b>0.52%</b>	<b>0.40%</b>

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2022. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubak, Treasurer

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

Book Value of Cash & Investments before GASB 31 (Above)	\$ 219,564,354.71
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (199,026.23)
<b>Total</b>	<b>\$ 219,365,328.48</b>

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**April 30, 2022**

See Note 1 on page 10

See Note 2 on page 10

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365	Days to Mat./Call	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS1042	1042	First American Treasury Oblig		09/22/2021	386,296.29	386,296.29	386,296.29	0.010	0.010	1	
SYS528	528	Federated Treasury Obligations		07/01/2021	0.00	0.00	0.00	0.010	0.010	1	
<b>Subtotal and Average</b>			<b>4,781,558.93</b>		<b>386,296.29</b>	<b>386,296.29</b>	<b>386,296.29</b>		<b>0.010</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3133EMLE0	1020	Federal Farm Credit Bank (Continuous Call)		12/23/2020	14,000,000.00	13,614,020.00	14,000,000.00	0.190	0.190	0	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank (Callable 7/29/2022)		04/22/2021	3,000,000.00	2,817,210.00	3,002,091.30	0.710	0.636	89	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,253,960.00	12,000,000.00	0.720	0.720	0	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 06/30/2022)		03/30/2021	8,000,000.00	7,591,600.00	8,000,000.00	0.550	0.550	60	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 7/8/2022)		04/22/2021	9,435,000.00	9,057,883.05	9,435,000.00	0.375	0.375	68	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 7/23/2022)		04/23/2021	11,015,000.00	10,399,261.50	11,015,000.00	0.520	0.520	83	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 7/29/2022)		04/29/2021	12,000,000.00	11,180,640.00	12,000,000.00	1.000	1.000	89	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 5/11/2022)		05/11/2021	12,000,000.00	11,346,240.00	12,000,000.00	0.550	0.550	10	10/11/2024
<b>Subtotal and Average</b>			<b>81,452,119.64</b>		<b>81,450,000.00</b>	<b>77,260,814.55</b>	<b>81,452,091.30</b>		<b>0.558</b>	<b>43</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313385XX9	1049	Fed Home Loan Bank		04/21/2022	12,000,000.00	11,990,640.00	11,993,466.66	0.490	0.504	40	06/10/2022
313385WT9	1050	Fed Home Loan Bank		04/21/2022	12,000,000.00	11,998,200.00	11,999,000.00	0.250	0.257	12	05/13/2022
<b>Subtotal and Average</b>			<b>11,197,062.89</b>		<b>24,000,000.00</b>	<b>23,988,840.00</b>	<b>23,992,466.66</b>		<b>0.381</b>	<b>26</b>	
<b>Treasury Discounts -Amortizing</b>											
912796R68	1046	US Treasury Bill		04/21/2022	12,000,000.00	11,983,800.00	11,984,813.34	0.680	0.700	67	07/07/2022
912796R43	1047	US Treasury Bill		04/21/2022	12,000,000.00	11,989,800.00	11,990,018.33	0.565	0.581	53	06/23/2022
<b>Subtotal and Average</b>			<b>7,990,988.06</b>		<b>24,000,000.00</b>	<b>23,973,600.00</b>	<b>23,974,831.67</b>		<b>0.641</b>	<b>60</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			75,000,000.00	74,156,515.35	75,000,000.00	0.523	0.523	1	
<b>Subtotal and Average</b>			<b>62,183,363.07</b>		<b>75,000,000.00</b>	<b>74,156,515.35</b>	<b>75,000,000.00</b>		<b>0.523</b>	<b>1</b>	
<b>Total and Average</b>			<b>167,605,092.59</b>		<b>204,836,296.29</b>	<b>199,766,066.19</b>	<b>204,805,685.92</b>		<b>0.533</b>	<b>27</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**April 30, 2022**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2021	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2021	14,738,668.79	14,738,668.79	14,738,668.79		0.000	1
		<b>Average Balance</b>	<b>0.00</b>							<b>1</b>
		<b>Total Cash and Investments</b>	<b>167,605,092.59</b>		<b>219,594,965.08</b>	<b>214,524,734.98</b>	<b>219,564,354.71</b>		<b>0.533</b>	<b>27</b>



Orange County Fire Authority

In Service of Others!





**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of May 1, 2022**

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	( 05/01/2022 - 05/01/2022 )	5 Maturities	0 Payments	90,144,965.08	41.63%	90,144,965.08	89,301,480.43
Aging Interval: 1 - 30 days	( 05/02/2022 - 05/31/2022 )	1 Maturities	0 Payments	12,000,000.00	5.59%	11,999,000.00	11,998,200.00
Aging Interval: 31 - 60 days	( 06/01/2022 - 06/30/2022 )	2 Maturities	0 Payments	24,000,000.00	11.18%	23,983,484.99	23,980,440.00
Aging Interval: 61 - 90 days	( 07/01/2022 - 07/30/2022 )	1 Maturities	0 Payments	12,000,000.00	5.59%	11,984,813.34	11,983,800.00
Aging Interval: 91 - 120 days	( 07/31/2022 - 08/29/2022 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 121 - 365 days	( 08/30/2022 - 05/01/2023 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	( 05/02/2023 - 04/30/2025 )	7 Maturities	0 Payments	69,450,000.00	30.80%	69,452,091.30	66,080,174.55
Aging Interval: 1096 days and after	( 05/01/2025 - )	1 Maturities	0 Payments	12,000,000.00	5.21%	12,000,000.00	11,180,640.00
Total for		17 Investments	0 Payments		100.00	219,564,354.71	214,524,734.98



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2021 includes an increase of \$6,222.75 to the LAIF investment and a decrease of (\$205,248.98) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.



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

As of April 30, 2022, OCFA has \$75,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of March 31, 2022 is .988753538. When applied to OCFA's LAIF investment, the fair value is \$74,156,515.35 or \$843,484.65 below cost. Although the fair value of the LAIF investment is lower than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at April 30, 2022 is included on the following page.



Fair Value Including Accrued Interest	\$	222,978,680,754.04
---------------------------------------	----	--------------------

Page 12



***Orange County Fire Authority***  
***Preliminary Investment Report***  
***May 20, 2022***





**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**May 20, 2022**

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

See Note 1 on page 19

See Note 2 on page 19

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
Money Mkt Mutual Funds/Cash	428,717.29	428,717.29	428,717.29	0.21	1	1	0.010	0.010
Federal Agency Coupon Securities	81,450,000.00	77,576,975.05	81,452,052.21	40.15	1,318	51	0.551	0.558
Federal Agency Disc. -Amortizing	24,000,000.00	23,989,440.00	23,988,593.33	11.83	44	26	0.624	0.633
Treasury Discounts -Amortizing	24,000,000.00	23,982,360.00	23,983,131.67	11.82	70	40	0.632	0.641
Local Agency Investment Funds	73,000,000.00	72,179,008.27	73,000,000.00	35.99	1	1	0.516	0.523
	<b>202,878,717.29</b>	<b>198,156,500.61</b>	<b>202,852,494.50</b>	<b>100.00%</b>	<b>543</b>	<b>29</b>	<b>0.555</b>	<b>0.563</b>
<b>Investments</b>								
<b>Cash</b>								
Passbook/Checking (not included in yield calculations)	4,629,944.62	4,629,944.62	4,629,944.62		1	1	0.000	0.000
<b>Total Cash and Investments</b>	<b>207,508,661.91</b>	<b>202,786,445.23</b>	<b>207,482,439.12</b>		<b>543</b>	<b>29</b>	<b>0.555</b>	<b>0.563</b>

Total Earnings	May 20 Month Ending	Fiscal Year To Date
Current Year	60,423.48	577,804.91
<b>Average Daily Balance</b>	<b>212,572,692.56</b>	<b>158,777,231.91</b>
<b>Effective Rate of Return</b>	<b>0.52%</b>	<b>0.41%</b>

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2022. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

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

Book Value of Cash & Investments before GASB 31 (Above)	\$ 207,482,439.12
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (199,026.23)
<b>Total</b>	<b>\$ 207,283,412.89</b>

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**May 20, 2022**

See Note 1 on page 19

See Note 2 on page 19

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365	Days to Mat./Call	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS1042	1042	First American Treasury Oblig		09/22/2021	428,717.29	428,717.29	428,717.29	0.010	0.010	1	
SYS528	528	Federated Treasury Obligations		07/01/2021	0.00	0.00	0.00	0.010	0.010	1	
<b>Subtotal and Average</b>			<b>10,748,684.29</b>		<b>428,717.29</b>	<b>428,717.29</b>	<b>428,717.29</b>		<b>0.010</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3133EMLE0	1020	Federal Farm Credit Bank (Continuous Call)		12/23/2020	14,000,000.00	13,651,400.00	14,000,000.00	0.190	0.190	11	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank (Callable 7/29/2022)		04/22/2021	3,000,000.00	2,833,290.00	3,002,052.21	0.710	0.636	69	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,319,240.00	12,000,000.00	0.720	0.720	41	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 06/30/2022)		03/30/2021	8,000,000.00	7,626,320.00	8,000,000.00	0.550	0.550	40	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 7/8/2022)		04/22/2021	9,435,000.00	9,093,736.05	9,435,000.00	0.375	0.375	48	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 7/23/2022)		04/23/2021	11,015,000.00	10,448,829.00	11,015,000.00	0.520	0.520	63	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 7/29/2022)		04/29/2021	12,000,000.00	11,248,680.00	12,000,000.00	1.000	1.000	69	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 8/11/2022)		05/11/2021	12,000,000.00	11,355,480.00	12,000,000.00	0.550	0.550	82	10/11/2024
<b>Subtotal and Average</b>			<b>81,452,070.77</b>		<b>81,450,000.00</b>	<b>77,576,975.05</b>	<b>81,452,052.21</b>		<b>0.558</b>	<b>51</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313385XX9	1049	Fed Home Loan Bank		04/21/2022	12,000,000.00	11,996,160.00	11,996,733.33	0.490	0.504	20	06/10/2022
313385YL4	1051	Fed Home Loan Bank		05/16/2022	12,000,000.00	11,993,280.00	11,991,860.00	0.740	0.761	33	06/23/2022
<b>Subtotal and Average</b>			<b>22,192,748.33</b>		<b>24,000,000.00</b>	<b>23,989,440.00</b>	<b>23,988,593.33</b>		<b>0.633</b>	<b>26</b>	
<b>Treasury Discounts -Amortizing</b>											
912796R68	1046	US Treasury Bill		04/21/2022	12,000,000.00	11,988,480.00	11,989,346.67	0.680	0.700	47	07/07/2022
912796R43	1047	US Treasury Bill		04/21/2022	12,000,000.00	11,993,880.00	11,993,785.00	0.565	0.581	33	06/23/2022
<b>Subtotal and Average</b>			<b>23,979,189.17</b>		<b>24,000,000.00</b>	<b>23,982,360.00</b>	<b>23,983,131.67</b>		<b>0.641</b>	<b>40</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			73,000,000.00	72,179,008.27	73,000,000.00	0.523	0.523	1	
<b>Subtotal and Average</b>			<b>74,200,000.00</b>		<b>73,000,000.00</b>	<b>72,179,008.27</b>	<b>73,000,000.00</b>		<b>0.523</b>	<b>1</b>	
<b>Total and Average</b>			<b>212,572,692.56</b>		<b>202,878,717.29</b>	<b>198,156,500.61</b>	<b>202,852,494.50</b>		<b>0.563</b>	<b>29</b>	



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**May 20, 2022**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2021	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2021	4,609,944.62	4,609,944.62	4,609,944.62		0.000	1
		<b>Average Balance</b>	<b>0.00</b>							<b>1</b>
<b>Total Cash and Investments</b>			<b>212,572,692.56</b>		<b>207,508,661.91</b>	<b>202,786,445.23</b>	<b>207,482,439.12</b>		<b>0.563</b>	<b>29</b>

(This Page Intentionally Left Blank)



**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of May 21, 2022**

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

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	( 05/21/2022 - 05/21/2022 )	5 Maturities	0 Payments	78,058,661.91	38.09%	78,058,661.91	77,237,670.18
Aging Interval:	1 - 30 days	( 05/22/2022 - 06/20/2022 )	1 Maturities	0 Payments	12,000,000.00	5.92%	11,996,733.33	11,996,160.00
Aging Interval:	31 - 60 days	( 06/21/2022 - 07/20/2022 )	3 Maturities	0 Payments	36,000,000.00	17.74%	35,974,991.67	35,975,640.00
Aging Interval:	61 - 90 days	( 07/21/2022 - 08/19/2022 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	91 - 120 days	( 08/20/2022 - 09/18/2022 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	121 - 365 days	( 09/19/2022 - 05/21/2023 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	( 05/22/2023 - 05/20/2025 )	7 Maturities	0 Payments	69,450,000.00	32.71%	69,452,052.21	66,328,295.05
Aging Interval:	1096 days and after	( 05/21/2025 - )	1 Maturities	0 Payments	12,000,000.00	5.55%	12,000,000.00	11,248,680.00
Total for			17 Investments	0 Payments		100.00	207,482,439.12	202,786,445.23



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2021 includes an increase of \$6,222.75 to the LAIF investment and a decrease of (\$205,248.98) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.

## GLOSSARY

### INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

**Local Agency Investment Fund (LAIF).** A California State Treasury fund which local agencies may use to deposit funds for investment and for reinvestment with a maximum of \$75 million for any agency (*excluding bond funds, which have no maximum*). It offers high liquidity because

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

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

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

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

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

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

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

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

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

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

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

#### ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



## Orange County Fire Authority **AGENDA STAFF REPORT**

**Budget and Finance Committee Meeting  
June 8, 2022**

**Agenda Item No. 2C  
Consent Calendar**

### **Updated Cost Reimbursement Rates**

---

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

Robert C. Cortez, Assistant Chief      [robertcortez@ocfa.org](mailto:robertcortez@ocfa.org)      714.573.6012  
Business Services Department

Julie Nemes, Finance Manager/Auditor      [julienemes@ocfa.org](mailto:julienemes@ocfa.org)      714.573.6304

#### **Summary**

This item is submitted to request approval of the proposed update to the Cost Reimbursement rates.

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

Not Applicable.

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

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of June 23, 2022, with the Budget and Finance Committee's recommendation that the Board of Directors approve and adopt the proposed Cost Reimbursement Rate schedules to be effective July 1, 2022.

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

Not Applicable

#### **Fiscal Impact**

The fiscal impact of the new rates will be based on the number of incidents that occur throughout the year and will be incorporated into the mid-year budget update.

#### **Background**

The California Fire and Rescue Mutual Aid System Operating Plan outlines the methodologies and formulas participating agencies (including OCFA) are required to use when developing cost reimbursement rates. These rates will be used when OCFA resources are ordered by various Federal (Cleveland National Forest Service) and State (Cal Fire) agencies. The California Office of Emergency Services (Cal OES) requires a different method to calculate reimbursement rates for non-suppression personnel only. Both methods are designed to only reimburse OCFA for the marginal cost of providing the resources and are calculated in three separate components, the indirect (overhead) cost rate, personnel rate, and equipment rate.

#### ***Reimbursement Rate Calculation (Other than Cal OES)***

FY 2022/23 proposed Indirect Cost Rate is 15.98%, increasing 1.36% from the current rate of 14.62%. This change is attributable to an increase in operating costs. According to Title 2 Code of Federal Regulations part 200 issued by the Federal Office of Management and Budget, special projects or unexpected events are allowable costs for developing the indirect cost rate. The average proposed suppression personnel cost reimbursement rates increased slightly by 2% due to pay



increases from labor contracts. The specialty pays (i.e., crane operator, paramedic, hazmat specialist, hazardous duty, technical rescue truck, and US&R pay) are blended with base salary in the average hourly rates for suppression positions. In addition, a number of logistics non-suppression positions were adjusted following a class and compensation study. The full list of proposed reimbursement rates by position, including the indirect cost rate, is listed on Attachment 1A.

OCFA adopts the Cal OES California Fire Assistance Agreement (CFAA) and Federal Emergency Management Agency (FEMA) approved equipment rates, except for the helicopter rates, to seek reimbursement for equipment use on the fire incidents. The Bell 412 helicopter rate increased 19.53% from last year due to an increase in parts and maintenance costs (Attachment 2).

### ***Cal OES Reimbursement Rates***

The Cal OES requires separate calculations for regular and overtime reimbursement rates for non-suppression staff. The Cal OES personnel reimbursement rates are listed as Attachment 1B to this staff report.

### ***Civilian Position Rates***

The civilian position reimbursement rates are used for task force members responding to national and regional disasters on search and rescue missions. The reimbursement rate for affiliate member is based on the top step shift rate for OCFA's Battalion Chief position. All other civilian positions' rates are obtained from a salary survey within the California task forces and remain unchanged. Civilian position rates are included in the Cal OES reimbursement schedule (Attachment 1B).

### ***Mutually Beneficial Hourly Rates (Hand Crew and Dozer Operator)***

These rates, with a methodology originally approved in 2010, are updated annually and used to recover only base salary costs of the hand crew and dozer operators when projects are deemed by OCFA to be beneficial to both the requesting entity and OCFA.

### ***Summary***

Upon approval of the proposed rates included as Attachment 1A, 1B, and 2, OCFA's Finance/Cost Recovery Section will use the approved rates for the following activities or programs:

- Assistance by Hire (ABH) rates for services provided in response to CAL FIRE, Cal OES, Cleveland National Forest Service (CNF) Fire/Incident response, and other agency requests.
- Fire/Incident Restitution
- Special Event Stand-By
- Other Miscellaneous Billing

### ***Attachment(s)***

1. Proposed Cost Reimbursement Rates – Personnel
  - a. Proposed Cost Reimbursement Rates – All Agencies except Cal OES
  - b. Proposed Cost Reimbursement Rates – Cal OES
2. Proposed Cost Reimbursement Rates – Equipment

**ORANGE COUNTY FIRE AUTHORITY**  
**COST REIMBURSEMENT RATES FOR ALL BILLING AGENCIES (EXCEPT CAL OES)**  
**PERSONNEL**  
**EFFECTIVE JULY 1, 2022**

CLASSIFICATION	2021/22 ADOPTED RATES	2022/23 PROPOSED RATE with ICRP	\$ CHANGE	% CHANGE
<b>SUPPRESSION PERSONNEL</b>				
FIRE DIVISION CHIEF (DC)	\$183.71	<b>\$192.10</b>	\$8.39	4.57%
FIRE BATTALION CHIEF (BC)	\$137.87	<b>\$142.80</b>	\$4.93	3.58%
FIRE CAPTAIN (FC)	\$91.32	<b>\$94.05</b>	\$2.73	2.99%
FIRE APPARATUS ENGINEER (FAE)	\$77.94	<b>\$80.02</b>	\$2.08	2.67%
FIREFIGHTER (FF)	\$65.14	<b>\$66.55</b>	\$1.41	2.17%
HAND CREW (FIREFIGHTER)	\$42.71	<b>\$38.85</b>	(\$3.86)	-9.03%
HAND CREW SUPERVISOR (FIRE CAPTAIN)	\$83.85	<b>\$86.52</b>	\$2.67	3.18%
HAND CREW SUPERVISOR (FIRE APP. ENGINEER)	\$71.63	<b>\$73.91</b>	\$2.28	3.18%
HAND CREW SUPERVISOR (FIREFIGHTER)	\$63.86	<b>\$65.89</b>	\$2.03	3.18%
HEAVY FIRE EQUIPMENT OPERATOR	\$112.61	<b>\$121.13</b>	\$8.52	7.57%
FIRE PILOT	\$100.50	<b>\$98.41</b>	(\$2.10)	-2.09%
<b>NON-SUPPRESSION PERSONNEL</b>				
ACCOUNTANT	\$82.23	<b>\$81.83</b>	(\$0.39)	-0.48%
ACCOUNTING MANAGER	\$87.92	<b>\$94.97</b>	\$7.04	8.01%
ADMINISTRATIVE ASSISTANT	\$58.89	<b>\$60.79</b>	\$1.89	3.21%
ASST. FIRE MARSHAL	\$115.33	<b>\$115.97</b>	\$0.65	0.56%
ASST. PURCHASING AGENT	\$90.51	<b>\$92.32</b>	\$1.81	2.01%
BUYER	\$61.26	<b>\$72.53</b>	\$11.27	18.39%
COMMUNICATIONS TECHNICIAN	\$69.03	<b>\$70.41</b>	\$1.38	2.01%
COMMUNICATIONS SERVICE SUPERVISOR	\$101.14	<b>\$106.01</b>	\$4.87	4.82%
DEPUTY FIRE MARSHAL	\$90.59	<b>\$94.02</b>	\$3.43	3.78%
EMERGENCY COMM CENTER MANAGER	\$89.11	<b>\$94.97</b>	\$5.86	6.57%
ENVR HEALTH & SAFETY OFFICER	\$71.05	<b>\$76.45</b>	\$5.41	7.61%
EQUIPMENT TECHNICIAN II	\$75.14	<b>\$78.11</b>	\$2.96	3.94%
FINANCE DIVISION MANAGER	\$96.88	<b>\$104.26</b>	\$7.37	7.61%
FIRE COMM RELAT/ED SPECIALIST	\$62.93	<b>\$64.32</b>	\$1.39	2.21%
FIRE COMM RELAT/ED SUPERVISOR	\$63.61	<b>\$87.81</b>	\$24.20	38.04%
FIRE COMMUNICATIONS DISPATCHER	\$65.76	<b>\$68.09</b>	\$2.33	3.54%
FIRE COMMUNICATIONS SUPERVISOR	\$80.02	<b>\$82.88</b>	\$2.86	3.57%
FIRE HELICOPTER TECHNICIAN	\$86.24	<b>\$97.27</b>	\$11.04	12.80%
FIRE PREVENTION ANALYST	\$103.61	<b>\$105.69</b>	\$2.08	2.01%
FIRE PREVENTION SERVICES SPECIALIST	\$34.44	<b>\$34.76</b>	\$0.32	0.92%
FIRE PREVENTION SPECIALIST	\$73.71	<b>\$77.02</b>	\$3.31	4.50%
FIRE PREVENTION TRAINEE	\$58.00	<b>\$58.82</b>	\$0.82	1.42%
FIRE SAFETY ENGINEER	\$121.59	<b>\$124.02</b>	\$2.44	2.01%
FLEET SERVICES COORDINATOR	\$85.68	<b>\$82.88</b>	(\$2.79)	-3.26%
FLEET SERVICE MANAGER	\$82.32	<b>\$88.59</b>	\$6.27	7.62%
FLEET SERVICES SUPERVISOR	\$91.79	<b>\$101.13</b>	\$9.35	10.18%

## Notes:

- (1) The average rate includes specialty pays (Airport Rescue, Crane Operator, Hazardous duty, HazMat, HazMat Paramedic, Paramedic, Technical Rescue Truck, US&R, and US&R Paramedic pays)
- (2) 7% EMT specialty pay is included in Hand Crew FF average rate
- (3) Adjustment to management positions to reflect overtime as straight time rather than 1.5 x hourly rate.

**ORANGE COUNTY FIRE AUTHORITY**  
**COST REIMBURSEMENT RATES FOR ALL BILLING AGENCIES (EXCEPT CAL OES)**  
**PERSONNEL**  
**EFFECTIVE JULY 1, 2022**

CLASSIFICATION	2021/22 ADOPTED RATES	2022/23 PROPOSED RATE with ICRP	\$ CHANGE	% CHANGE
GENERAL LABORER	\$37.19	<b>\$38.65</b>	\$1.47	3.94%
GIS ANALYST	\$102.66	<b>\$108.09</b>	\$5.43	5.29%
GIS SUPERVISOR	\$132.07	<b>\$134.72</b>	\$2.65	2.01%
GIS TECHNICIAN	\$68.61	<b>\$75.48</b>	\$6.87	10.02%
HEAVY EQUIPMENT TECHNICIAN I	\$57.28	<b>\$69.38</b>	\$12.10	21.12%
HEAVY EQUIPMENT TECHNICIAN II	\$76.69	<b>\$80.60</b>	\$3.91	5.09%
INFORMATION TECHNOLOGY ANALYST	\$103.50	<b>\$109.46</b>	\$5.95	5.75%
INFORMATION TECHNOLOGY MANAGER	\$98.13	<b>\$100.10</b>	\$1.97	2.01%
INFORMATION TECHNOLOGY SPECIALIST	\$90.02	<b>\$93.59</b>	\$3.57	3.97%
INFORMATION TECHNOLOGY SUPERVISOR	\$132.07	<b>\$134.72</b>	\$2.65	2.01%
INFORMATION TECHNOLOGY TECHNICIAN	\$83.70	<b>\$86.42</b>	\$2.71	3.24%
MEDICAL DIRECTOR	\$106.13	<b>\$108.26</b>	\$2.13	2.01%
PURCHASING DIVISION MANAGER	\$67.17	<b>\$72.28</b>	\$5.12	7.62%
RESERVE FIREFIGHTER	\$2.15	<b>\$2.18</b>	\$0.03	1.21%
RISK MANAGEMENT ANALYST	\$70.47	<b>\$75.84</b>	\$5.37	7.62%
RISK MANAGEMENT SPECIALIST	\$62.82	<b>\$65.84</b>	\$3.02	4.81%
RISK MANAGER	\$86.48	<b>\$93.07</b>	\$6.59	7.62%
SERVICE CENTER LEAD	\$70.97	<b>\$74.40</b>	\$3.43	4.83%
SERVICE CENTER SUPERVISOR	\$97.30	<b>\$101.13</b>	\$3.84	3.94%
SERVICE CENTER TECHNICIAN I	\$46.45	<b>\$50.48</b>	\$4.03	8.69%
SERVICE CENTER TECHNICIAN II	n/a	<b>\$66.93</b>	n/a	n/a
SR. ACCOUNTANT	\$73.93	<b>\$79.94</b>	\$6.00	8.12%
SR. ACCT. SUPPORT SPEC.	\$63.59	<b>\$64.44</b>	\$0.84	1.33%
SR. COMMUNICATIONS TECHNICIAN	\$78.68	<b>\$77.13</b>	(\$1.55)	-1.97%
SR. FIRE COMMUNICATIONS SUPV.	\$76.92	<b>\$78.46</b>	\$1.54	2.01%
SR. FIRE HELICOPTER TECHNICIAN	\$110.47	<b>\$114.83</b>	\$4.36	3.94%
SR. FIRE PREVENTION SPECIALIST	\$93.17	<b>\$97.38</b>	\$4.21	4.52%
SR. INFO TECHNOLOGY ANALYST	\$118.34	<b>\$123.24</b>	\$4.90	4.14%
SR. SERVICE CENTER TECHNICIAN	\$62.47	<b>\$69.04</b>	\$6.58	10.53%
US&R WAREHOUSE & LOGISTICS SPECIALIST	\$60.11	<b>\$66.65</b>	\$6.54	10.89%
WILDLAND RESOURCE PLANNER	\$100.69	<b>\$111.42</b>	\$10.73	10.65%
<b>MUTUALLY BENEFICIAL RATES:</b>				
HAND CREW (FIREFIGHTER)	\$22.05	<b>\$19.44</b>	(\$2.61)	-11.84%
HAND CREW SUPERVISOR (STAFF FIRE CAPTAIN)	\$43.29	<b>\$43.29</b>	\$0.00	0.00%
HAND CREW SUPERVISOR (STAFF FIRE APP. ENG)	\$36.98	<b>\$36.98</b>	\$0.00	0.00%
HAND CREW SUPERVISOR (STAFF FIREFIGHTER)	\$32.97	<b>\$32.97</b>	\$0.00	0.00%
HEAVY FIRE EQUIPMENT OPERATOR	\$58.14	<b>\$60.61</b>	\$2.47	4.25%
SWAMPER/HAND CREW FF	\$22.05	<b>\$19.44</b>	(\$2.61)	-11.84%

## Notes:

- (1) The average rate includes specialty pays (Airport Rescue, Crane Operator, Hazardous duty, HazMat, HazMat Paramedic, Paramedic, Technical Rescue Truck, US&R, and US&R Paramedic pays)
- (2) 7% EMT specialty pay is included in Hand Crew FF average rate
- (3) In addition to other labor cost adjustments, these positions also reflect overtime as straight time rather than 1.5 x hourly rate.

**ORANGE COUNTY FIRE AUTHORITY**  
**COST REIMBURSEMENT RATES FOR CAL OES BILLINGS ONLY**  
**PERSONNEL**  
**EFFECTIVE JULY 1, 2022**

CLASSIFICATION	2021/22 ADOPTED RATE					2022/23 PROPOSED RATE	\$ CHANGE	% CHANGE
<b>SUPPRESSION POSITIONS</b>								
FIRE DIVISION CHIEF	\$183.71					<b>\$192.10</b>	\$8.39	4.57%
FIRE BATTALION CHIEF	\$137.87					<b>\$142.80</b>	\$4.93	3.58%
FIRE CAPTAIN	\$91.32					<b>\$94.05</b>	\$2.73	2.99%
FIRE APPARATUS ENGINEER	\$77.94					<b>\$80.02</b>	\$2.08	2.67%
FIREFIGHTER	\$65.14					<b>\$66.55</b>	\$1.41	2.17%
HAND CREW (FIREFIGHTER)	\$42.71					<b>\$38.85</b>	(\$3.86)	-9.03%
HAND CREW SUPERVISOR (FIRE CAPTAIN)	\$83.85					<b>\$86.52</b>	\$2.67	3.18%
HAND CREW SUPERVISOR (FIRE APP. ENGINEER)	\$71.63					<b>\$73.91</b>	\$2.28	3.18%
HAND CREW SUPERVISOR (FIREFIGHTER)	\$63.86					<b>\$65.89</b>	\$2.03	3.18%
HEAVY FIRE EQUIPMENT OPERATOR	\$112.61					<b>\$121.13</b>	\$8.52	7.57%
FIRE PILOT	\$100.50					<b>\$98.41</b>	(\$2.10)	-2.09%
<b>NON-SUPPRESSION POSITIONS</b>								
CLASSIFICATION	2021/22 ADOPTED REGULAR RATE	2022/23 PROPOSED REGULAR RATE	\$ CHANGE	% CHANGE	2021/22 ADOPTED OT RATE	2022/23 PROPOSED OT RATE	\$ CHANGE	% CHANGE
ACCOUNTANT	\$82.81	\$82.01	(\$0.80)	-0.96%	\$82.23	<b>\$81.83</b>	(\$0.40)	-0.48%
ACCOUNTING MANAGER	\$138.61	\$149.34	\$10.73	7.74%	\$87.92	<b>\$94.97</b>	\$7.05	8.02%
ADMINISTRATIVE ASSISTANT	\$61.68	\$63.10	\$1.42	2.29%	\$58.89	<b>\$60.79</b>	\$1.90	3.22%
ASST. FIRE MARSHAL	\$112.77	\$112.72	(\$0.05)	-0.05%	\$115.33	<b>\$115.97</b>	\$0.64	0.56%
ASST. PURCHASING AGENT	\$90.30	\$91.45	\$1.15	1.27%	\$90.51	<b>\$92.32</b>	\$1.81	2.00%
BUYER	\$63.82	\$73.65	\$9.83	15.40%	\$61.26	<b>\$72.53</b>	\$11.27	18.39%
COMMUNICATIONS TECHNICIAN	\$70.85	\$71.75	\$0.90	1.27%	\$69.03	<b>\$70.41</b>	\$1.38	2.00%
COMMUNICATIONS SERVICES SUPERVISOR	\$99.92	\$103.76	\$3.84	3.85%	\$101.14	<b>\$106.01</b>	\$4.87	4.81%
DEPUTY FIRE MARSHAL	\$142.25	\$148.05	\$5.80	4.08%	\$90.59	<b>\$94.02</b>	\$3.43	3.78%
EMERGENCY COMM CENTER MANAGER	\$140.22	\$149.34	\$9.12	6.51%	\$89.11	<b>\$94.97</b>	\$5.86	6.57%
ENVR HEALTH & SAFETY OFFICER	\$115.50	\$124.08	\$8.58	7.43%	\$71.05	<b>\$76.45</b>	\$5.40	7.60%
EQUIPMENT TECHNICIAN II	\$77.31	\$79.79	\$2.48	3.21%	\$75.14	<b>\$78.11</b>	\$2.97	3.95%
FINANCE DIVISION MANAGER	\$150.87	\$162.02	\$11.15	7.39%	\$96.88	<b>\$104.26</b>	\$7.38	7.61%
FIRE COMM RELAT/ED SPECIALIST	\$65.32	\$66.27	\$0.95	1.46%	\$62.93	<b>\$64.32</b>	\$1.39	2.22%
FIRE COMM RELAT/ED SUPERVISOR	\$65.95	\$87.39	\$21.44	32.52%	\$63.61	<b>\$87.81</b>	\$24.20	38.04%
FIRE COMMUNICATIONS DISPATCHER	\$67.90	\$69.66	\$1.76	2.59%	\$65.76	<b>\$68.09</b>	\$2.33	3.54%
FIRE COMMUNICATIONS SUPERVISOR	\$80.81	\$82.96	\$2.15	2.66%	\$80.02	<b>\$82.88</b>	\$2.86	3.58%
FIRE HELICOPTER TECHNICIAN	\$87.37	\$97.06	\$9.69	11.09%	\$86.24	<b>\$97.27</b>	\$11.03	12.80%
FIRE PREVENTION ANALYST	\$102.17	\$103.48	\$1.31	1.28%	\$103.61	<b>\$105.69</b>	\$2.08	2.01%
FIRE PREVENTION SERVICES SPECIALIST	\$39.54	\$39.68	\$0.14	0.36%	\$34.44	<b>\$34.76</b>	\$0.32	0.92%
FIRE PREVENTION SPECIALIST	\$75.09	\$77.69	\$2.60	3.46%	\$73.71	<b>\$77.02</b>	\$3.31	4.49%
FIRE PREVENTION TRAINEE	\$60.52	\$60.94	\$0.41	0.68%	\$58.00	<b>\$58.82</b>	\$0.82	1.42%
FIRE SAFETY ENGINEER	\$118.44	\$119.96	\$1.51	1.28%	\$121.59	<b>\$124.02</b>	\$2.43	2.00%
FLEET SERVICES COORDINATOR	\$85.93	\$82.96	(\$2.97)	-3.46%	\$85.68	<b>\$82.88</b>	(\$2.80)	-3.26%
FLEET SERVICE MANAGER	\$130.93	\$140.65	\$9.72	7.43%	\$82.32	<b>\$88.59</b>	\$6.27	7.61%
FLEET SERVICES SUPERVISOR	\$92.40	\$100.53	\$8.12	8.79%	\$91.79	<b>\$101.13</b>	\$9.34	10.18%

## Notes:

- (1) The average rate includes specialty pays (Airport Rescue, Crane Operator, Hazardous duty, HazMat, HazMat Paramedic, Paramedic, Technical Rescue Truck, US&R, and US&R Paramedic pays)
- (2) 7% EMT specialty pay is included in Hand Crew FF average rate
- (3) In addition to other labor cost adjustments, these positions also reflect overtime as straight time rather than 1.5 x hourly rate.

**ORANGE COUNTY FIRE AUTHORITY**  
**COST REIMBURSEMENT RATES FOR CAL OES BILLINGS ONLY**  
**PERSONNEL**  
**EFFECTIVE JULY 1, 2022**

CLASSIFICATION	2021/22 ADOPTED RATE					2022/23 PROPOSED RATE	\$ CHANGE	% CHANGE
GENERAL LABORER	\$42.90	\$44.27	\$1.38	3.21%	\$37.19	\$38.65	\$1.46	3.94%
GIS ANALYST	\$101.30	\$105.63	\$4.33	4.28%	\$102.66	\$108.09	\$5.43	5.29%
GIS SUPERVISOR	\$127.93	\$129.58	\$1.64	1.28%	\$132.07	\$134.72	\$2.65	2.00%
GIS TECHNICIAN	\$70.12	\$75.90	\$5.78	8.25%	\$68.61	\$75.48	\$6.87	10.01%
HEAVY EQUIPMENT TECHNICIAN I	\$61.13	\$71.93	\$10.80	17.67%	\$57.28	\$69.38	\$12.10	21.12%
HEAVY EQUIPMENT TECHNICIAN II	\$78.72	\$82.04	\$3.32	4.22%	\$76.69	\$80.60	\$3.91	5.10%
INFORMATION TECHNOLOGY ANALYST	\$102.07	\$106.85	\$4.78	4.69%	\$103.50	\$109.46	\$5.96	5.75%
INFORMATION TECHNOLOGY MANAGER	\$152.57	\$156.35	\$3.78	2.48%	\$98.13	\$100.10	\$1.97	2.01%
INFORMATION TECHNOLOGY SPECIALIST	\$89.50	\$92.18	\$2.68	2.99%	\$90.02	\$93.59	\$3.57	3.96%
INFORMATION TECHNOLOGY SUPERVISOR	\$127.93	\$129.58	\$1.65	1.29%	\$132.07	\$134.72	\$2.65	2.00%
INFORMATION TECHNOLOGY TECHNICIAN	\$83.78	\$85.73	\$1.95	2.33%	\$83.70	\$86.42	\$2.72	3.25%
MEDICAL DIRECTOR	\$163.54	\$167.50	\$3.96	2.42%	\$106.13	\$108.26	\$2.13	2.01%
PURCHASING DIVISION MANAGER	\$110.19	\$118.39	\$8.20	7.45%	\$67.17	\$72.28	\$5.11	7.61%
RESERVE FIREFIGHTER	\$1.59	\$1.58	(\$0.01)	-0.62%	\$2.15	\$2.18	\$0.03	1.40%
RISK MANAGEMENT ANALYST	\$114.71	\$123.25	\$8.54	7.44%	\$70.47	\$75.84	\$5.37	7.62%
RISK MANAGEMENT SPECIALIST	\$65.23	\$67.64	\$2.41	3.69%	\$62.82	\$65.84	\$3.02	4.81%
RISK MANAGER	\$136.63	\$146.76	\$10.13	7.41%	\$86.48	\$93.07	\$6.59	7.62%
SERVICE CENTER LEAD	\$72.62	\$75.34	\$2.72	3.74%	\$70.97	\$74.40	\$3.43	4.83%
SERVICE CENTER SUPERVISOR	\$97.40	\$100.53	\$3.13	3.21%	\$97.30	\$101.13	\$3.83	3.94%
SERVICE CENTER TECHNICIAN I	\$51.30	\$54.93	\$3.63	7.07%	\$46.45	\$50.48	\$4.03	8.68%
SERVICE CENTER TECHNICIAN II	n/a	\$69.73	n/a	n/a	n/a	\$66.93	n/a	n/a
SR. ACCOUNTANT	\$119.46	\$128.84	\$9.38	7.85%	\$73.93	\$79.94	\$6.01	8.12%
SR. ACCT. SUPPORT SPEC.	\$65.93	\$66.37	\$0.44	0.67%	\$63.59	\$64.44	\$0.85	1.33%
SR. COMMUNICATIONS TECHNICIAN	\$79.59	\$77.79	(\$1.80)	-2.26%	\$78.68	\$77.13	(\$1.55)	-1.97%
SR. FIRE COMMUNICATIONS SUPV.	\$78.00	\$79.00	\$1.00	1.28%	\$76.92	\$78.46	\$1.54	2.01%
SR. FIRE HELICOPTER TECHNICIAN	\$109.35	\$112.86	\$3.51	3.21%	\$110.47	\$114.83	\$4.36	3.95%
SR. FIRE PREVENTION SPECIALIST	\$92.71	\$95.99	\$3.28	3.54%	\$93.17	\$97.38	\$4.21	4.52%
SR. INFO TECHNOLOGY ANALYST	\$115.50	\$119.26	\$3.76	3.25%	\$118.34	\$123.24	\$4.90	4.14%
SR. SERVICE CENTER TECHNICIAN	\$65.83	\$71.64	\$5.81	8.83%	\$62.47	\$69.04	\$6.57	10.52%
US&R WAREHOUSE & LOGISTICS SPECIALIST	\$63.68	\$69.49	\$5.81	9.12%	\$60.11	\$66.65	\$6.54	10.89%
WILDLAND RESOURCE PLANNER	\$99.53	\$108.63	\$9.10	9.14%	\$100.69	\$111.42	\$10.73	10.66%
<b>CIVILIAN POSITIONS</b>								
AFFILIATED MEMBER	\$60.52					\$60.52	\$0.00	0.00%
CANINE SPECIALIST	\$37.50					\$37.50	\$0.00	0.00%
DOCTOR	\$90.38					\$90.38	\$0.00	0.00%
HEAVY RIGGING SPECIALIST	\$40.00					\$40.00	\$0.00	0.00%
STRUCTURE SPECIALIST	\$70.95					\$70.95	\$0.00	0.00%

## Notes:

- (1) The average rate includes specialty pays (Airport Rescue, Crane Operator, Hazardous duty, HazMat, HazMat Paramedic, Paramedic, Technical Rescue Truck, US&R, and US&R Paramedic pays)
- (2) 7% EMT specialty pay is included in Hand Crew FF average rate
- (3) In addition to other labor cost adjustments, these positions also reflect overtime as straight time rather than 1.5 x hourly rate.

**ORANGE COUNTY FIRE AUTHORITY**  
**COST REIMBURSEMENT RATES**  
**EQUIPMENT**  
**EFFECTIVE July 1, 2022**

DESCRIPTION	2022/23 RATE	2021/22 RATE	\$ CHANGE	% CHANGE	SOURCE	Hourly / Daily
TYPE 1 ENGINE	\$140.00	\$140.00	\$0.00	0.00%	Cal OES	Hourly
TYPE 2 ENGINE	\$132.00	\$132.00	\$0.00	0.00%	Cal OES	Hourly
TYPE 3 ENGINE	\$126.50	\$126.50	\$0.00	0.00%	Cal OES	Hourly
TRUCK/QUINT	\$121.00	\$121.00	\$0.00	0.00%	FEMA	Hourly
AIR/LIGHT UTILITY	\$60.54	\$58.41	\$2.13	3.65%	FEMA	Hourly
AIRPORT CRASH UNIT	\$82.24	\$81.10	\$1.14	1.41%	FEMA	Hourly
CHIPPER	\$32.26	\$24.89	\$7.37	29.61%	FEMA	Hourly
CREW CARRYING VEHICLE	\$21.90	\$21.60	\$0.30	1.39%	FEMA	Hourly
DOZER	\$152.20	\$153.35	(\$1.15)	-0.75%	FEMA	Hourly
DOZER MODULE (DOZER+TRANSPORT)	\$228.19	\$224.82	\$3.37	1.50%	FEMA	Hourly
DOZER TENDER	\$19.87	\$22.64	(\$2.77)	-12.23%	FEMA	Hourly
DOZER TRAILER	\$18.74	\$18.49	\$0.25	1.35%	FEMA	Hourly
DOZER TRANSPORT	\$75.99	\$71.47	\$4.52	6.32%	FEMA	Hourly
DUMP TRUCK	\$65.75	\$72.05	(\$6.30)	-8.74%	FEMA	Hourly
EXCAVATOR	\$20.46	\$18.97	N/A	N/A	FEMA	Hourly
FIRE COMMAND UNIT	\$86.10	\$86.10	\$0.00	0.00%	FEMA	Hourly
FUEL TENDER	\$32.01	\$32.01	\$0.00	0.00%	FEMA	Hourly
GRADER	\$65.12	\$63.63	\$1.49	2.34%	FEMA	Hourly
HAZMAT UNIT	\$82.24	\$81.10	\$1.14	1.41%	FEMA	Hourly
HAZMAT SUPPORT	\$31.43	\$31.43	\$0.00	0.00%	FEMA	Hourly
LOADER/SKID-STEER	\$36.76	\$38.72	(\$1.96)	-5.06%	FEMA	Hourly
MEDIC UNIT	\$224.00	\$230.00	(\$6.00)	-2.61%	Cal OES	Daily
MULE	\$14.05	\$13.86	\$0.19	1.37%	FEMA	Hourly
PATROL/SQUAD UNIT	\$120.00	\$120.00	\$0.00	0.00%	Cal OES	Hourly
PICKUP (less than 3/4 ton)	\$135.00	\$135.00	\$0.00	0.00%	Cal OES	Daily
PROWLER	\$15.00	\$14.79	\$0.21	1.42%	FEMA	Hourly
REFRIGERATED TRAILER	\$515.00	\$515.00	\$0.00	0.00%	CAL FIRE	Daily
SEDAN	\$119.00	\$119.00	\$0.00	0.00%	Cal OES	Daily
SPORT UTILITY VEHICLE	\$194.00	\$194.00	\$0.00	0.00%	Cal OES	Daily
VAN	\$191.00	\$191.00	\$0.00	0.00%	Cal OES	Daily
WATER TENDER	\$102.67	\$102.67	\$0.00	0.00%	Cal OES	Hourly
OTHER (3/4 ton and above)	\$224.00	\$224.00	\$0.00	0.00%	Cal OES	Daily
HELICOPTER - BELL 412 (1)	\$5,318.56	\$4,449.43	\$869.13	19.53%	OCFA	Hourly

Notes:

(1) Helicopter rates are based on 20 years useful life without the pilot and crew chief (Captain). The new rate reflects average usage for the past four years.



## Orange County Fire Authority **AGENDA STAFF REPORT**

**Budget and Finance Committee Meeting  
June 8, 2022**

**Agenda Item No. 2D  
Consent Calendar**

### **FY 2021/22 Year End Budget Adjustment**

---

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

Robert Cortez, Assistant Chief Business Services Department	<a href="mailto:robertcortez@ocfa.org">robertcortez@ocfa.org</a>	714.573.6012
Tricia Jakubiak, Treasurer	<a href="mailto:triciajakubiak@ocfa.org">triciajakubiak@ocfa.org</a>	714.573.6301
Stuart Lam, Budget Manager	<a href="mailto:stuartlam@ocfa.org">stuartlam@ocfa.org</a>	714.573.6302

#### **Summary**

This item is submitted to request approval to adjust revenues and expenditures to reflect changes identified after the FY 2021/22 Mid-Year Budget Adjustment was approved in March 2022.

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

A comprehensive mid-year financial review was presented to the Budget and Finance Committee and the Board of Directors in January 2022, highlighting proposed mid-year changes to the FY 2021/22 budget that were needed based on events that have occurred since the budget was adopted. The Board directed staff to return in March with the technical budget adjustments required to implement the proposed changes.

At its regular March 9, 2022, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item. At its regular March 24, 2022, meeting, the Board of Directors also reviewed and approved this item.

Subsequent to the Board's approval of the mid-year budget adjustments, there were additional adjustments to both revenues and expenditures that require Board approval prior to year-end.

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

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of June 23, 2022, with the Budget and Finance Committee's recommendation that the Board of Directors approve and authorize FY 2021/22 budget adjustments as detailed in this report.

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

N/A

#### **Fiscal Impact**

Increased Cost Funded by Structural Fire Fund: \$5,326,280

Increased Cost Funded by Cash Contract Cities: \$0

Financial impact is detailed in the report, with an overall adjustment in revenues (all funds combined) of \$5,716,614 and an overall adjustment in expenditures (all funds combined) of \$11,042,894.



## Background

### ***Proposed FY 2021/22 Year End Budget Adjustment***

Since the mid-year budget adjustment was approved by the Board in March 2022, additional changes to the budget have become necessary. Overall, the proposed changes in the General Fund result in a revenue adjustment of approximately \$3.5 million and an expenditure adjustment of \$11.0 million. **Approximately \$3.9 million of the General Fund expenditure adjustments are related to emergency incidents that are offset by corresponding revenue or are items that are cost neutral.** Expenditures not offset by revenue adjustments are primarily due to higher than anticipated overtime expenditures driven by higher workers' compensation related backfill/overtime.

### ***FY 2021/22 General Fund Revenue Adjustments - \$3.5 million***

<b>Assistance by Hire (ABH)/Emergency Incident:</b> ABH is the term used when OCFA responds to requests for assistance to incidents outside our area of responsibility, on a reimbursement basis. This adjustment includes an additional \$3.9 million not included in the mid-year adjustments, primarily due to anticipated reimbursement for expenditures related to the Coastal Fire. An expenditure adjustment is also proposed to the overtime/backfill category to cover the costs associated with providing the ABH services.	<b>\$3,905,524</b>
<b>Intergovernmental:</b> OCFA received a Spring 2022 augmentation funding allocation from Cal Fire in the amount of \$585K for engine staffing, firefighter surge, and fire prevention, protection and suppression activities within the State Responsibility Area.	<b>\$584,714</b>
<b>Charges for Services:</b> Charges for services revenue is being reduced by \$1.1 million due to reduced ambulance supplies reimbursement revenue as a new contract is under negotiation (\$1.02 million) and reduced reimbursable crews and equipment service activity this fiscal year (\$60K).	<b>(\$1,080,100)</b>
<b>Miscellaneous:</b> This category of revenue adjustments includes sale of surplus, miscellaneous revenues, and interest earnings.	<b>\$132,612</b>

Note: Some adjustments represent future anticipated reimbursement revenue

### ***FY 2021/22 General Fund Expenditure Adjustments - \$11.0 million***

<b>Assistance by Hire/Emergency Incident Costs:</b> As mentioned under Revenue for ABH, an adjustment is needed for in-county and out-of-county responses, primarily in the overtime/backfill category, but also for response-related supplies. This category also includes COVID-19 related expenditures.	<b>\$4,415,524<sup>(1)</sup></b>
<b>Backfill/Overtime:</b> This adjustment is for backfill/overtime expenditures that have trended higher primarily due to higher workers compensation costs driven by COVID-19 related claims. Backfill/overtime for the categories of sick leave, vacation leave, and training has also trended higher this fiscal year.	<b>\$6,500,000</b>

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



<b>Fixed Asset Purchases:</b> On July 22, 2021, the Board of Directors accepted the 2021 US&R Grant and authorized a revenue and expenditure budget increase of \$1,269,878. OCFA plans to use a portion of these US&R Grant funds to purchase a Motorola APX 8500 Radio (\$8,200) for OCFA US&R Vehicle Unit #4016.	<b>\$0</b>
--	------------

**FY 2021/22 CIP and Other Fund Adjustments - \$2.1M**

- **Fund 123 – Fire Stations and Facilities:** An increase in revenue in the amount of \$200,000 is needed to reflect the receipt of developer contributions.
- **Fund 190 – Workers’ Compensation:** An increase in revenue in the amount of \$1,630,203 is needed to reflect the receipt of insurance settlement revenue.
- **Interest Earnings:** Interest earning revenues for each of the CIP and Other Funds have been increased by a combined amount of \$343,661 allocated as follows:
  - \$49,943 Fund 123 Fire Stations and Facilities
  - \$14,782 Fund 124 Communications and Information Systems
  - \$36,293 Fund 133 Fire Apparatus
  - \$89,772 Fund 139 115 Trust
  - \$6,718 Fund 171 Structural Fire Fund Entitlement Fund
  - \$146,153 Fund 190 Workers’ Compensation



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Budget and Finance Committee Meeting  
June 8, 2022

Agenda Item No. 2E  
Consent Calendar

**CAL FIRE Grant to OCFA for Vegetation Management**

**Contact(s) for Further Information**

Tim Perkins, Division Chief  
Special Operations

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

714.573.6761

Justin Neville, Battalion Chief  
Wildland Operations

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

714.573.6171

**Summary**

This agenda item is submitted for approval of a state Vegetation Management grant award from the Department of Forestry and Fire Protection (Cal Fire) in the amount of \$1,225,000. The proposed project is four-fold, as grant resources will be utilized to (a) purchase supplies and equipment for fuels reduction projects, (b) provide funding for contracts to support fuels reduction work, (c) enhance outreach and education for fire prevention, and (d) support efficient ingress and egress of County-wide unpaved roads with funding for maintenance and grading of roads. These projects will occur within the State Responsibility Area (SRA), Local Responsibility Area (LRA), and Federal Responsibility Area (FRA) across Orange County as OCFA works to enhance collaboration among partners and other agencies. This grant supports OCFA's goal of wildfire ignition reduction, enhanced wildfire suppression, and cooperative pre-fire management vegetation management projects.

**Prior Board/Committee Action**

Not Applicable

**RECOMMENDED ACTION(S)**

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting on June 23, 2022, with the Budget and Finance Committee's recommendation that the Board of Directors approve a budget adjustment to the FY 2022/23 General Fund (121) budget to increase revenues and expenditures by \$1,225,000 for the OCFA Vegetation Management grant.

**Impact to Cities/County**

OCFA's fuel reduction projects will involve Crews and Equipment projects that provide direct benefits to the entire County of Orange, including 3.1 million residents. Projects benefit nearly 300,000 acres of SRA Threat Zone, 11,576 habitable structures within the SRA, and another 130,220 structures within the Very High LRA WUI areas.

**Fiscal Impact**

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

The FY 2022/23 General Fund revenues and expenditures will increase by \$1,225,000.

**Background**

This grant provides the OCFA Crews and Equipment program with the equipment, personnel, equipment maintenance, and equipment supplies necessary to complete maintenance, fuels reduction, and fire prevention projects across the SRA, FRA, and LRA in Orange County. These projects will help keep fires smaller by allowing more efficient access to remote areas while protecting the life and safety of first responders and trail users, while also enabling safe access for firefighters and fire engines to remote areas to fight fires and conduct remote rescue operations. Maintenance of unpaved roadways also helps reduce erosion, runoff, and sedimentation of local streams by installing water control measures and structures (water bars, drains, etc.), protecting natural resources throughout our SRA, FRA, and LRA. OCFA's graders, dozers, and skid steers reduce maintenance costs and maintenance intervals on the roads, increasing carbon sequestration by reducing the use of heavy equipment.

In addition, OCFA's Community Risk Reduction Department will utilize these grant funds to purchase supplies, flyers, and educational information to dispense to communities in the urban interface and intermix. This information is used to educate the citizens on home hardening, "Ready, Set Go!" programs, and creating defensible space.

A summary of the grant's budget is as follows:

<b>Project Budget Category</b>	<b>Amount</b>
<u>Salaries and Wages</u> Overtime costs for OCFA heavy equipment operators and other personnel to support projects throughout the county	\$110,000
<u>Contractual</u> Maintenance services for dozers/heavy equipment, CEQA and technology consulting services, and use of contracted federal personnel on projects	\$580,000
<u>Supplies and Tools</u> Various items including hand tools, chainsaws, and drones	\$250,000
<u>Equipment</u> Personal protective equipment, skid steer parts, portable weather stations, cutting edges, grader tires, drones, dozer extension and miscellaneous items * Significant cost items listed below	\$250,000
<u>Other Costs</u> Outreach and education materials	\$35,000
<b>Total</b>	<b>\$1,225,000</b>

\* OCFA may purchase one of the following fixed capital assets or vehicles with grant funds:

1 Tracker Chipper	\$100,000
1 Maintenance Truck	\$210,000

#### **Attachment(s)**

CAL FIRE Agreement No. 5GA21201 - OCFA Vegetation Management Grant



## DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246  
SACRAMENTO, CA 94244-2460  
(916) 653-7772  
Website: [www.fire.ca.gov](http://www.fire.ca.gov)



April 25, 2022

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

**5GA21201; OCFA Vegetation Management**

**This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.**

**Please contact Jennifer Bower at (714) 573-6251 if you have questions concerning services to be performed.**

1. ☒ Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Please sign, scan, and return the agreement to Aaron Sabin at [Aaron.Sabin@fire.ca.gov](mailto:Aaron.Sabin@fire.ca.gov) no later than **May 23, 2022**.

Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:  
CAL FIRE

Attn: Grants Management Unit/FP Grants  
P.O. Box 944246  
Sacramento, CA 94244-2460

**In order to expedite your agreement, a scanned/electronic signature copy of the agreement is preferred.**

2. ☐ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Aaron Sabin  
Grants Analyst  
Grants Management Unit

CC: Jennifer Bower  
Southern Region Grants  
Tiffany Kelly

Enclosures

State of California  
Department of Forestry and Fire Protection (CAL FIRE)  
Office of the State Fire Marshal  
GRANT AGREEMENT

APPLICANT: Orange County Fire Authority  
PROJECT TITLE: OCFA Vegetation Management  
GRANT AGREEMENT: 5GA21201

**PROJECT PERFORMANCE PERIOD is from Date Upon Approval through March 15, 2026.**

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.


**PROJECT DESCRIPTION:** The proposed project is four-fold, as the funding will purchase supplies and equipment for fuels reduction projects, provide funding for contracts to support fuels reduction work, enhance outreach and education for fire prevention, and support efficient ingress and egress of County-wide unpaved roads with funding for maintenance and grading of roads. This work will help protect the 3.1 million residents within Orange County while benefiting over 300,000 acres of SRA Threat Zone, nearly 11,576 habitable structures within the SRA, and another 130,220 structures within the Very High LRA WUI areas.

Total State Grant not to exceed \$ **1,225,000.00** (or project costs, whichever is less).

*\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

Orange County Fire Authority

STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION

Applicant  
By   
Signature of Authorized Representative  
Title **FIRE CHIEF**  
Date **5/16/22**

By \_\_\_\_\_  
Title: **Mike Richwine, State Fire Marshal**  
Date \_\_\_\_\_

**CERTIFICATION OF FUNDING**

GRANT AGREEMENT NUMBER <b>5GA21201</b>	PO ID	SUPPLIER ID 0000072641
FUND 0001	FUND NAME General Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING <b>\$ 1,225,000.00</b>
GL UNIT N/A	BUD REF 0016	ADJ. INCREASING ENCUMBRANCE <b>\$ 1,225,000.00</b>
PROGRAM NUMBER 2470010	ENY 2021	ADJ. DECREASING ENCUMBRANCE <b>\$ 0.00</b>
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE <b>\$ 1,225,000.00</b>
REPORTING STRUCTURE 35404004	SERVICE LOCATION 06179	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Signature of CAL FIRE Accounting Officer

Date



TERMS AND CONDITIONS OF GRANT AGREEMENT

**I. RECITALS**

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and, Orange County Fire Authority, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed One Million Two Hundred Twenty-Five Thousand Dollars (\$1,225,000.00).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
  - a. California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY2021-2022
  - b. The submitted Application, Scope of Work, Project Budget Workbook, GHG Emissions Workbook and Exhibits
  - c. ADDENDUM – FIRE PREVENTION GRANT PROJECTS

**4. SPECIAL PROVISIONS**

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4124.5 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

### **III. GENERAL PROVISIONS**

#### **1. Definitions**

- a. The term "Agreement" means grant agreement number 5GA21201.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

## 2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: Orange County Fire Authority
Section/Unit: ORC - Orange County	Section/Unit: N/A
Attention: Jeniffer Bower	Attention: Dave Erickson
Mailing Address: Orange County Fire Authority 1, Fire Authority Rd., Irvine, CA 92602	Mailing Address: 1 Fire Authority Road Irvine CA, 92602
Phone Number: (714) 573-6251	Phone Number: (949) 447-0549 Secondary: (714) 573-6178
Email Address: jenniferbower@ocfa.org	Email Address: daviderrickson@ocfa.org

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

## 3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the



effective date of the amendment. Approval of amendment is at the STATE's discretion.

- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

#### 4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein,

which is attached hereto, as Final Project Budget Detail, and made a part of this Agreement.

- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY2021-2022.
- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.

- h. GRANTEE shall submit each invoice for payment electronically to both the appropriate CAL FIRE Project Representative as identified in Item 2 and Southern Region Email Address (SouthernRegionGrants@fire.ca.gov). Hard copy submissions will not be accepted.
- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
  - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
  - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
  - Multiple advance payments may be made to a GRANTEE over the life of a project.
  - No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
  - All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
  - Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
  - Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

#### 5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Fire Prevention Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement



with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

#### 6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

#### 7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

8. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
  - i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
  - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.
- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.

- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.
- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

#### 9. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

#### 10. Hold Harmless

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



or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

#### 11. Tort Claims

##### FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

##### STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

#### 12. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

#### 13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

15. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.



ADDENDUM – FIRE PREVENTION GRANT PROJECTS

**I. PROGRAM ACKNOWLEDGEMENT/RECOGNITION**

All Fire Prevention Grant projects must clearly display, identify and label themselves as being funded by CAL FIRE. Acknowledgements must contain the CAL FIRE logo as well as the following statement:

*“Funding for this project provided by the California Department of Forestry and Fire Protection’s Fire Prevention Program.”*

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

**I. SPECIAL PROVISIONS**

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
3. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
4. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
5. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

**II. MONITORING AND REPORTING REQUIREMENTS**

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage:

<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>.

### III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the “California Climate Investments” program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

*“Funding for this project provided by the California Department of Forestry and Fire Protection’s Fire Prevention Program as part of the California Climate Investments Program.”*

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at:  
[www.caclimateinvestments.ca.gov/logo-graphics-request](http://www.caclimateinvestments.ca.gov/logo-graphics-request).

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

“OCFA Vegetation Management is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: [www.caclimateinvestments.ca.gov](http://www.caclimateinvestments.ca.gov).”



California Department of Forestry and Fire Protection (CALFIRE)  
California Climate Investments  
Fire Prevention Program Grant Application  
Fiscal Year 2021-22 Funding Opportunity



Please request a Project Tracking # for each separate application by following the instructions in the 2021-22 [California Climate Investments](#) (CCI) Grant Guidelines on the [Fire Prevention Grants Web Page](#). Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PT on February 9, 2022**. Up to \$120 million is being allocated to CAL FIRE's Fire Prevention Grants Program in Fiscal Year 2021-2022 from the CCI Greenhouse Gas Reduction Fund (GGRF) and General Fund.

**Please note: Items marked in red are required.**

1. **Project Tracking #:** 21-CSR-ORC-4004

Project Name/Title: OCFA Vegetation Management

County: Orange

CAL FIRE Unit/Contract County: ORC - Orange County

(Please use this 3-letter Unit Identifier for file naming. See item 14.)

CalMAPPER ID:

(If you have an existing CalMAPPER ID related to the project please supply it in the appropriate box. If you do not have an existing CalMapper ID, it is **NOT required**.)

2. **Organization Type:** County If Other, please specify:

If Non-Profit, are you a registered 501(c)(3)? ☐ Yes ☐ No

3. **Sponsoring Organization:** Orange County Fire Authority

**Project Manager Title:** Wildland Resource Planner

First Name: Dave

Last Name: Erickson

Address Line 1: 1 Fire Authority Road

Address Line 2:

City: Irvine

State: California

Zip Code: 92602

Phone Number: (949) 447-0549

Secondary Phone Number: (714) 573-6178

Email Address: daverickson@ocfa.org

Fax Number:

Tracking #: 21-CSR-ORC-4004

Page 1 of 5

Project Name: OCFA Vegetation Management

4. For which primary activity is funding being requested? Hazardous Fuels Reduction

5. Project Completion Date:

If your project is expected to be completed earlier than March 15, 2026, please include a date here. Otherwise, leave blank. Please use MM/DD/YYYY format.

6. **Timber Harvest Plans:** For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE?

☐ If checked, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document.

THP ID Number:

7. **Community at Risk:** Is the project associated with a community that is listed as a Community at Risk? See the list of [Communities at Risk](#) on the Office of the State Fire Marshal web page.

☒ Yes

☐ No

Number of Communities in the project area: 20

8. **Disadvantaged/Low Income Community:** Is the project associated with a low-income community that is listed as a Community at Risk? See the information on [Priority Population Investments](#) on the California Air Resources Board web page.

☒ Yes

☐ No

If Yes, select all that applies:

☐ Disadvantaged

☐ Low Income

☒ Both

☐ Buffer Zone



**9. Federal Responsibility Area:** Does your project/activity include work on Federal Lands that might require a National Environmental Policy Act (NEPA) document, or use a framework similar to Good Neighbor Authority?

☒ Yes

☐ No

If Yes, please select all that apply:

☐ Good Neighbor Authority

☒ National Environmental Policy Act

Does your project/activity include work on Tribal Lands:

☐ Yes

☒ No

If yes, how many acres?

**10. Project Area Statistics:** For all projects, provide an estimate of the Project Influence Zone (PIZ) acres and the Treatment Influence Zone (TIZ) acres.

**PIZ** - The Project influence Zone (PIZ) is the broad geographic area encompassing the neighborhoods or communities that the grant proposal is designed to protect with fuel reductions, public education, or planning activities. This can be the sum of all treatment areas or could include a buffer area around the planning/public education target. Please keep the PIZ from encompassing an overly large area, unless benefits are clearly defined in the Scope-of-Work.

**TIZ** - Treatments are areas within a PIZ, where on-the-ground activities are accomplished (e.g. hazard fuel reductions, shaded fuel breaks, masticating, etc.). There can be multiple discrete Treatment areas associated with a PIZ. Some projects (e.g. Planning & Public Education) may NOT have treatment areas.

	LRA	FRA	SRA
Project Influence Zone (PIZ)	314,545.00	78,538.00	118,328.00
Treatment Influence Zone (TIZ)	314,545.00	78,538.00	118,328.00

Tracking #: 21-CSR-ORC-4004

Page 3 of 5

Project Name: OCFA Vegetation Management

**11. Project Budget:** Please include a discussion of the project budget in the Scope of Work and enter the total Amount of award requested below.

Budget Item	Amount
Grant Funding Requested (\$)	1,225,000.00

**12. CEQA Compliance:** Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type (For planning, education and other projects that are exempt from CEQA, select "Not Applicable"):

Notice of Exemption

Document Identification Number:

**13.** Have you applied for or received any other CAL FIRE Grants for this project?

☐ Yes

☒ No

If **yes**, please identify the other CAL FIRE grant program and how the additional grant will be or is being applied to this project.



#### 14. Application Submission:

**Note to Applicant:** If you modify the language contained in any part of this document, other than to fill in the blanks or to provide requested information, your application **will be rejected**.

Use the table below as a tool to make sure you have all documents ready prior to submitting the application.

Replace "XXXX" in the file name with the project's ID Number. Replace "UUU" in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

Attachments	File Name
<input checked="" type="checkbox"/> Application Form (.pdf)	21-CSR-ORC-4004-Application.pdf
<input checked="" type="checkbox"/> Scope of Work (.doc)	21-CSR-ORC-4004-SOW.doc
<input checked="" type="checkbox"/> Project Budget (.xls)	21-CSR-ORC-4004-Budget.xls
<input checked="" type="checkbox"/> Project Map (.pdf)	21-CSR-ORC-4004-MAP.pdf
<input type="checkbox"/> Articles of Incorporation (.pdf) - Applies to Non-Profits only	21-FP-UUU-XXXX-AOI.pdf
<input type="checkbox"/> Mapping	<a href="#">Create a Geo Point &amp; Polygon</a> web link

I certify that the above and attached information is true and correct:



**Original Signature Required: Grantee's Authorized Representative**

03/14/2022

**Date Signed**

Dave Erickson

**Printed Name**

Wildland Resource

**Title**

Executed on: 3/14/22  
**Date**

at Irvine  
**City**

Please fill out this form completely. Be sure to save a copy of this form and all attachments for your records. Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PT on February 9, 2022**. Please submit the documents as early as possible to avoid unanticipated issues. **Applications submitted or modified in the SharePoint folder after this date will be considered late.** Access to SharePoint after the due date may be revoked.

Tracking #: 21-CSR-ORC-4004

Page 5 of 5

Project Name: OCFA Vegetation Management



California Department of Forestry and Fire Protection  
(CAL FIRE) California Climate Investments  
Fire Prevention Grants Program  
Project Scope of Work



**Project Name: OCFA Vegetation Management**

**Project Tracking Number: 21-CSR-ORC-4004**

**Project Description Summary:** Please provide a paragraph summarizing proposed project, including the location, habitable structures, acres treated, etc. (Please type in blank space below. Please note there is no space limitations).

The proposed project is four-fold, as the funding will: a. purchase supplies and equipment for fuels reduction projects, b. provide funding for contracts to support fuels reduction work, c. enhance outreach and education for fire prevention, and d. support efficient ingress and egress of County-wide unpaved roads with funding for maintenance and grading of roads. As wildfire knows no boundaries, these projects will occur within SRA, LRA, and FRA across Orange County as OCFA works to enhance collaboration among partners and agencies in support of the goal of wildfire ignition reduction, enhanced wildfire suppression, and cooperative pre-fire management vegetation management projects.

This work will help protect the 3.1 million residents within Orange County while benefitting over 300,000 acres of SRA Threat Zone, nearly 11,576 habitable structures within the SRA, and another 130,220 structures within the Very High LRA WUI areas.

**A. Scope of Work**

This item is broken into project specific criteria depending on the type of project being proposed: Wildfire Prevention Planning, Wildfire Prevention Education or Hazardous Fuels Reduction. Please **answer one section of questions** that pertain to the primary activity type for your project.

**Section 1: Hazardous Fuels Reduction**

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.
2. Describe the goals, objectives, and expected outcomes of the project.
3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures.
4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not tied to, domestic and municipal water supplies, power lines, communication facilities and community centers.
5. How will the project/activity utilize the left-over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?



Answer only 1 set of questions from above, depending on your project: Hazardous Fuels Reduction, Wildfire Prevention Planning or Wildfire Prevention Education. (Please type in blank space below. Please note there is no space limitations).

A. **Geographic Scope:** OCFA's fuel reduction projects will involve Crews and Equipment projects that provide direct benefits to the entire County of Orange: 3.1 million residents within Orange County while benefitting nearly 300,000 acres of SRA Threat Zone, 11,576 habitable structures within the SRA, and another 130,220 structures within the Very High LRA WUI areas. The scope of work is broken down into four areas.

A. Fuels Reduction

a. Dead, diseased, dying, and non-native and invasive tree removal in the following areas:

- i. East Orange County Canyons
- ii. Highway 133 corridor
- iii. Bell Canyon
- iv. Irvine Lake
- v. Irvine Open Space
- vi. Orange County Park land
- vii. State Park land
- viii. LRA
- ix. FRA

b. Vegetation management projects to reduce roadside ignitions

- i. Roadside hardening projects across the county, prioritized by finding "hot spots" of ignitions using historical ignitions data

c. Fuel Breaks created and/or maintained in the following areas:

- i. Ortega Hwy Corridor
- ii. Santiago Truck Trail
- iii. Silverado Truck Trail
- iv. Rancho Mission Viejo
- v. Cleveland National Forest
- vi. Additional SRA, LRA, and FRA areas

d. Prescribed fire projects

- i. Baker Canyon
- ii. Crowe Center
- iii. SRA, LRA, and FRA areas

e. Personnel Time for project implementation

- i. Funding from this grant will be used to support additional equipment operators on projects throughout the County

B. Road Grading and brushing

- i. County-wide in SRA, LRA, and FRA areas
- b. Cleveland NF
  - i. Maple Springs
  - ii. Harding Truck Trail
  - iii. North Main Divide
  - iv. Bedford Truck Trail
  - v. Additional FRA areas in Orange County and SRA Threat Zone

**C. Equipment and supply purchases**

- a. OCFA is interested in purchasing one or more of the following pieces of equipment and supplies
  - AWD Grader
  - Portable RAWS
  - Tracker Chipper
  - Crew PPE/Equipment
  - Skid steer Tracks
  - Skid Steer under carriage
  - Cutting Edges and Hardware
  - PPE
  - Chain saws
  - Fire packs
  - Hand tools
  - Grader tires
  - Tractor maintenance
  - Masticator maintenance
  - Dozer Extension
  - Dozer maintenance
  - Dozer technology and Equipment
  - Drones
  - Maintenance truck

**D. Community risk reduction supplies and Fire Danger support**

- a. Outreach materials such as flyers, handouts, tri-folds
- b. Contract with Technosylva Wildfire Analyst to help support the OCFA Fire Danger Operating Plan
- c. Supplies such as easy up awnings, tables, etc for outreach and education

**E. Goals, Objectives, and Expected Outcomes:**

The primary goal of the direct award grant is to provide the OCFA Crews and Equipment program with the equipment, personnel, equipment maintenance, and equipment supplies necessary to complete maintenance, fuels reduction, and fire

prevention projects across the SRA, FRA, and LRA in Orange County. These projects will help keep fires smaller by allowing more efficient access to remote areas while protecting the life and safety of first responders and trail users by enabling safe access for firefighters and fire engines to remote areas to fight fires and conduct remote rescue operations. Maintenance of unpaved roadways also helps reduce erosion, runoff, and sedimentation of local streams by installing water control measures and structures (water bars, drains, etc.), protecting natural resources throughout our SRA, FRA, and LRA. OCFA's graders, dozers, and skid steers reduce maintenance costs and maintenance intervals on the roads, increasing carbon sequestration by reducing the use of heavy equipment.

OCFA's Community Risk Reduction will benefit from the grant to purchase supplies, flyers, and educational information to dispense to communities in the urban interface and intermix. This information is used to educate the citizens on Home Hardening, Ready, Set Go Programs, and Creating Defensible Space.

- F. **Risk Reduction:** OCFA grades and brushes ~250 miles of roads that create a sustainable road network for land management and safety operations while providing maximum feasible environmental protection. These roads are critical for emergency egress and are often the only way in and out of the SRA. The reduction of the vegetation will improve emergency access and help create fuels breaks off of unpaved roadways. OCFA will also conduct projects with partners to harden roadsides to make them less prone to ignitions.

OCFA will also focus on creating a modified fuel break along roads, reduction of the fuel load (including ladder fuels) around densely packed homes, and increase defensible space. These fuel reduction projects completed by the OCFA Crews and Equipment program and/or contractors will also improve visibility allowing for faster response and ingress times. They will help reduce a structure fire from spreading to the WUI and threatening additional structures and communities.

- G. **Additional Assets at Risk:** The roads graded and brushed by the OCFA Crews and Equipment program provide access into the SRA for wildfire response, land management, and utility operations. These roads lead to municipal water supplies for Irvine Ranch Water District, Serrano Water District, and many others, as well as powerlines and utility stations owned and operated by Southern California Edison and San Diego Gas and Electric. Communication facilities owned and operated by the County of Orange and Orange County Sheriff's Department, and others. The road maintenance and vegetation management provided by the OCFA Crews and Equipment program mitigates fuel sources for
- Project Tracking Number: 21-CSR-ORC-4004

wildfire. It will ensure that access is available to fire crews, thereby reducing the risks to all additional assets listed above and keeping fires smaller.

- H. **BIOMASS:** Most of the biomass created from the fuel reduction projects is either lopped and scattered or chipped on site. Some of the fuel removed is hauled to nearby green waste facilities, where it is left to compost. Based on the location of the closest biomass energy facility, GreenLeaf Power, located ~ 121 miles away, it is not an efficient use of carbon to haul debris there for use in bioenergy.

**B. Degree of Risk**

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: [http://www.fire.ca.gov/fire\\_prevention/fire\\_prevention\\_wildland\\_zones\\_maps.php](http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php)
2. Describe the geographic proximity of the project to structures at risk to damage from wildfire. (Please type in blank space below. Please note there is no space limitations).

1. Hazard: Projects completed by OCFA's Crews and Equipment program and Community Risk Reduction program focus on areas in the very high SRA fire hazard severity zones, as well as across the ~300,000 acres of SRA Threat Zone, but will also encompass the areas of LRA and FRA in Orange County as well. These projects and purchases could directly impact the 3.1 million residents in Orange County.

2. Structures in WUI: The OCFA Crews and Equipment, and Community Risk Reduction projects will directly benefit the 3.1 million residents within Orange County while benefitting nearly 300,000 acres of SRA Threat Zone, 11,576 habitable structures within the SRA, and another 130,220 structures within the Very High LRA WUI areas. The OCFA Crews and Equipment projects will be conducted in thousands of acres of open spaces directly adjacent to thousands of homes within the WUI, LRA and FRA. The completion of these fuels projects reduces fuel sources and prevents ignition and the spread of wildfires. It will also provide safe access for crews during active incidents and enhance evacuation of homes within the WUI.

**C. Community Support**

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?
2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives, and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.

Project Tracking Number: 21-CSR-ORC-4004



3. Describe any plans to maintain the project after the grant period has ended.
4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?  
(Please type in blank space below. Please note there is no space limitations).

1. Matching: Matching will come from OCFA in the form of grant administration, purchasing of equipment and tools, equipment maintenance and upkeep, and supplies. For equipment maintenance projects that are too complex to do in-house, a contract will be set up with the local Caterpillar shop to take care of any additional maintenance needs.

2. External Communications: OCFA has many partnerships within landownerships in the SRA, LRA, FRA, and SRA Threat Zones, such as the County of Orange Area Safety Taskforce (COAST) and the Cleveland National Forest. If this grant is awarded, our partners will be informed of the new purchases and potential uses on their land. OCFA PIO also represents the Crews and Equipment section and Community Risk Reduction Programs with social media posts about fuels projects and Wildfire Ready Programs, which reach thousands of citizens.

3. Post-project maintenance: OCFA will maintain all equipment purchased through the grant in perpetuity. A portion of the OCFA budget will be made available for the upkeep and maintenance of the equipment once the grant period has ended.

4. Fire reduction on landscape scale: The award of this grant directly involves working with other organizations to address fire hazard reduction at the landscape level. Through the OCFA COAST partnership, OCFA has partnerships with utilities such as Southern California Edison and San Diego Gas and Electric, large SRA, FRA and LRA landowners such as Rancho Mission Viejo, Starr Ranch Audubon, City of Irvine, Orange County Parks, Cleveland National Forest and more, where fuel reduction projects will occur using the new equipment and tools. These partnerships will be enhanced through the use of mutually beneficial projects that will increase fire safety and reduce the chances for largescale wildfires.

#### **D. Project Implementation**

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
2. Verify the expected time frames to complete the project will fall under the required completion dates depending on the source of the funds awarded.
3. Using bullets, list the milestones that will be used to measure the progress of the project.
4. Using bullets, list the measurable outcomes (i.e., project deliverables) that will be used to measure the project's success.



5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?
6. Are there any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the wildfire prevention proposed activity?  
(Please type in blank space below. Please note there is no space limitations).

1. Timeline: Once the grant is awarded, projects will start, equipment and supplies will be ordered. Using contractors to support project work will be evaluated on a case-by-case basis. There are no seasonal restrictions.

2. Timeframes: The timeframes for delivery of the equipment are dependent on the manufacturer and inventory availability. Projects that have already been identified will be implemented as soon as environmental clearance has occurred (if it has not already been covered) and will be based on contracting time. OCFA will conduct projects that it has identified immediately upon receipt of the funding.

3. Milestones: Milestones for the purchases 1) purchasing of the equipment and tools 2) receiving the equipment, 3) making the equipment available to the OCFA Crews and Equipment program, 4) providing contractors for projects, and 5) reporting acres treated to CAL FIRE

4. Deliverables: The project deliverable used to measure the project's success will be when each piece of equipment is made available to OCFA Crews and Equipment program to use, and acres treated are reported to CAL FIRE.

5. CEQA: The CEQA process is applicable for this project and will be taken care of through a contract with an environmental consultant.

## **E. Administration**

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.
2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.  
(Please type in blank space below. Please note there is no space limitations).

1. Previous experience: OCFA has significant experience in receiving, and carrying out, grants, and is also compliant with federal statutes and OMB regulations that require a single audit annually. In addition, OCFA has never been audited by a funding agency, other than routine agreement tracking. Examples of OCFA's most recent grant experience include the following:

Project Tracking Number: 21-CSR-ORC-4004

(a) 2009 - Assistance to Firefighters Grant (AFG) Regional Award for \$337,400: OCFA acted as the host agency to administer this completed grant award for the purchase of VHF portable radios, repeaters and training that benefited several Orange County fire agencies, which resulted in better inter-fire agency communication.

(b) May 2011 - FEMA Fire Prevention & Safety Grant for \$332,000 (Federal Share): Awarded for the purchase and installation of smoke alarms and cooking safety devices in high-risk communities, the result of this completed grant was that several thousand smoke alarms and cooking safety devices were purchased and installed in high-risk communities.

(c) 2011 - AFG Award for \$1.4 million (Federal Share): Awarded to purchase new SCBA's, this completed grant has resulted in improved firefighter safety from the purchase of 400+ SCBA's.

(d) 2012 - AFG Award for \$137,000 (Federal Share): Awarded for the purchase of thermal imaging cameras, this completed grant has improved operations for fire rescues in smoke-filled environments, as a result of using the thermal imaging cameras.

(e) 2013 - FEMA Legislative Pre-Disaster Mitigation Grant for \$252,000 (Federal Share): Awarded for the installation of a new generator at OCFA's Air Operations Fire Station, once complete, this grant will improve reliability, and reduce the risk of a power failure at our Air Operations Fire Station caused by large disasters.

(f) 2013 - California Fire Safe Council Grants Clearinghouse for \$200,000+: This grant is scheduled to close in early 2015, and to date, it has funded fuel reduction projects, wildfire education initiatives, including a large-scale community evacuation drill, plus several Chipper Days events in the WUI community of Cowan Heights. Results include hazardous fuels reductions, restoration/replanting with native vegetation, a better informed and prepared public, and a better coordinated emergency response community.

2. Project Tracking: The OCFA Pre-Fire Management team will be responsible for project tracking and budgeting. This team is led by Wildland Battalion Chief Justin Neville, Deputy Fire Marshal Jennifer Bower, Wildland Resource Planner Dave Erickson and Business Analyst Ariana Ramos. The PFM team will work internally with the Finance Dept to ensure that financial records are kept in a manner that allows for a full audit trail.

## **F. Budget**

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget. (Please type in blank space below. Please note there is no space limitations).

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.

2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.
3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?
4. Using bullets please list each object category amount that you are requesting and the detail of how that would support meeting the grant objectives.
  - **Salaries and Wages:** Heavy Equip Apprentice, Additional Swamper (personnel time), Heavy Fire Equipment Operator. \$110,000.00.
  - **Contractual:** Equipment maintenance, CEQA Services, Technosylva Fire Danger Support, Fuels Reduction, (Dead, diseased, dying, and non-native and invasive tree removal, Vegetation management projects to reduce roadside ignitions, Fuel Breaks created and/or maintained, Prescribed fire projects, Personnel Time for project implementation, Road Grading and brushing, Cleveland NF). \$580,000.00.
  - **See page 3 for detailed supplies and equipment:**
  - **Supplies:** Portable RAWs, Crew PPE/Equipment, Cutting Edges and Hardware, PPE, Chain saws, Fire packs, Hand tools, Grader tires, Drones. \$250,000.00.
  - **Equipment:** AWD Grader, Tracker Chipper, Skid steer Tracks, Skid Steer under carriage, Tractor maintenance, Masticator maintenance, Dozer maintenance, Dozer technology and Equipment, Dozer Extension, Maintenance truck. \$250,000.00.
  - **Other:** Outreach materials such as flyers, handouts, tri-folds, contract with Technosylva Wildfire Analyst to help support the OCFA Fire Danger Operating Plan, supplies such as easy up awnings, tables, etc for outreach and education. \$35,000.00.
  - **Indirect Cost:** 0% None requested.

1. Maintenance of Equipment: The funds will be spent to purchase the specialized equipment detailed in the attached budget spreadsheet. OCFA will also budget annually for the maintenance and upkeep of the equipment, which will be done in-house by OCFA mechanics and OCFA HFEs, as well as at the local Caterpillar center for specialized work. OCFA will maintain the equipment in perpetuity.

2. Costs: The costs are commensurate with each item. Most bids that have been received are Sourcewell bids. This means that the bids are the lowest possible for the equipment based on the manufacturer.



3. Cost benefit: This purchase of this equipment will ultimately benefit over 3.1 million residents and the budget has been proportioned to be the most efficient project. The benefit to the communities will be the successful completion of fire prevention, fuel reduction, and maintenance projects by the OCFA Crews and Equipment program and contractors throughout the county.

4. Categories: Equipment- The grant would potentially purchase 1 or a few of the following items, if the item is over the \$250,000 allowable equipment purchase then OCFA will cover the remaining cost:

• AWD Grader	410,000
• Portable RAWS	22,000
• Tracker Chipper	100,000
• Crew PPE/Equipment	20,000
• Skid steer Tracks	7,000
• Skid Steer under carriage	15,000
• Cutting Edges and Hardware	20,000
• Grader tires	12,000
• Tractor maintenance	15,000
• Masticator maintenance	5,000
• Dozer Extension	30,000
• Dozer maintenance	9,000
• Dozer technology and Equipment	10,000
• Drones	5,000
• Maintenance truck	210,000

## **G. California Climate Investments**

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions. (Please type in blank space below. Please note there is no space limitations).

1. How will the project/activity reduce Greenhouse Gas emissions?

1. Greenhouse Gas reductions: By empowering the OCFA Crews and Equipment program to complete fuels reduction, maintenance, and road grading and brushing projects, OCFA will be able to respond more efficiently to vegetation fires, thus reducing the size and environmental impact of a wildfire, as well as reducing the Greenhouse Gas emissions emitted by the wildfire. Brushing vegetation back along roadways also helps to create a modified fuel break along all roads, which allows safe access to wildfires and helps to slow and/or stop wildfire spread. Responding more effectively to wildfires will reduce Greenhouse Gas emissions by allowing units to arrive sooner to a

Project Tracking Number: 21-CSR-ORC-4004

more exact location of a wildfire and being able to suppress the wildfire more efficiently, reducing the overall net loss in vegetation, which increases carbon sequestration through photosynthesis and reduces the number of volatile chemicals and gasses emitted into the atmosphere.

Tracking #: 21-CSR-ORC-4004

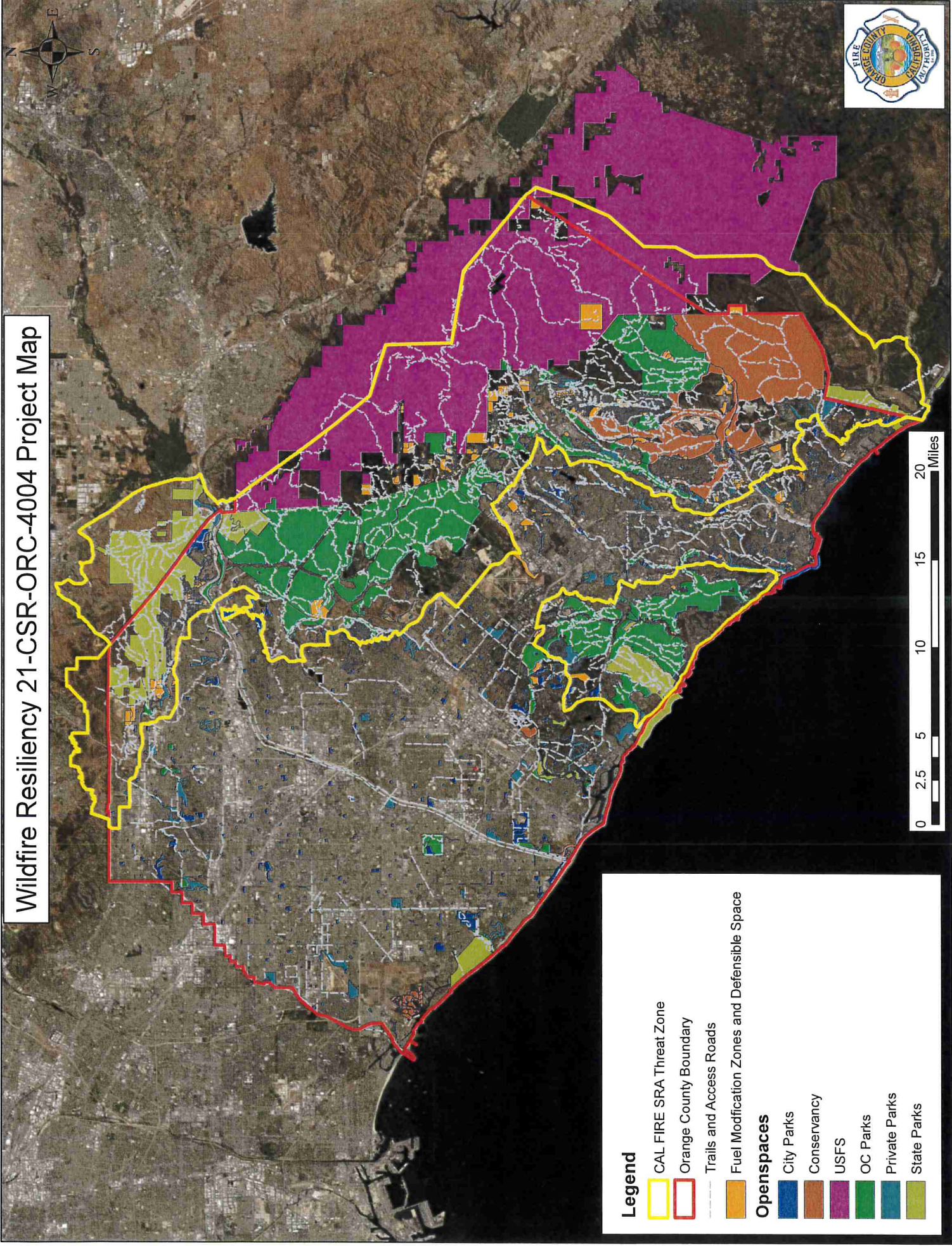
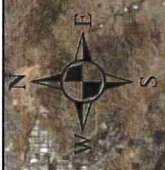
## Project Budget

Project Name: OCFA Vegetation Management

Project Name: GSN Vegetation Management											
Budget Category	Item Description	Cost Basis			Cost Share (%)			Funding Source (\$)			Total (\$)
		Quantity	Units	Cost/Unit	Grant	Grantee	Partner	Grant	Grantee	Partner(s)	
A. Salaries and Wages											
	Heavy Equipment Apprentice	500	Hours	\$ 90	100%	0%	0%	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00
	Additional Swamper (Personnel T	500	Hours	\$ 40	100%	0%	0%	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
	Heavy Fire Equipment Operator	500	Hours	\$ 90	100%	0%	0%	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00
		0	Hours	\$ -	100%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Salaries and Wages:							\$ 110,000.00	\$ -	\$ -	\$ 110,000.00
B. Employee Benefits											
		0	Hours	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Employee Benefits:							\$ -	\$ -	\$ -	\$ -
C. Contractual											
	Equipment Maintenance	1	Contract	\$ 75,000	100%	0%	0%	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00
	CEQA Services	1	Contract	\$ 175,000	100%	0%	0%	\$ 175,000.00	\$ -	\$ -	\$ 175,000.00
	Technosylva Fire Danger Support	1	Contract	\$ 30,000	100%	0%	0%	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
	Fuels Reduction	3	Contract	\$ 100,000	100%	0%	0%	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00
		0	Miles	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Contractual:							\$ 580,000.00	\$ -	\$ -	\$ 580,000.00
D. Travel & Per Diem:											
			Hours		100%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Travel & Per Diem:							\$ -	\$ -	\$ -	\$ -
E. Supplies											
	Supplies and tools	50	Each	\$ 5,000	100%	0%	0%	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Supplies:							\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
F. Equipment											
	Equipment Purchase	1	Each	250000	100%	0%	0%	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Equipment:							\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
G. Other Costs											
	Outreach and education materials	8	Each	\$ 4,375	100%	0%	0%	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Other Costs							\$ 35,000.00	\$ -	\$ -	\$ 35,000.00
Total Direct Costs								\$ 1,225,000.00	\$ -	\$ -	\$ 1,225,000.00
Indirect Costs (Exclude Equipment)							0% \$ -			\$ -	
Total Project Costs								\$ 1,225,000.00	\$ -	\$ -	\$ 1,225,000.00
Less Program Income								\$ -			\$ -
Total Grant Proposed Costs								\$ 1,225,000.00	\$ -	\$ -	\$ 1,225,000.00



# Wildfire Resiliency 21-CSR-ORC-4004 Project Map



## Legend

- CAL FIRE SRA Threat Zone
- Orange County Boundary
- Trails and Access Roads
- Fuel Modification Zones and Defensible Space

## Openspaces

- City Parks
- Conservancy
- USFS
- OC Parks
- Private Parks
- State Parks







## Orange County Fire Authority **AGENDA STAFF REPORT**

**Budget and Finance Committee Meeting  
June 8, 2022**

**Agenda Item No. 3A  
Discussion Calendar**

### **Fire Integrated Real-time Intelligence System (FIRIS) 3.0 Program Extension**

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

Brian Fennessy, Fire Chief

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

714.573.6010

Robert Cortez, Assistant Chief  
Business Services Department

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

714.573.6012

#### **Summary**

This agenda item is submitted for approval of budget and contract adjustments to extend the Fire Integrated Real-time Intelligence System (FIRIS) 3.0 Program, as requested by the California Governor's Office of Emergency Services (Cal OES), to continue providing enhanced statewide wildfire and all-hazard situational awareness for first responders. Cal OES will receive funding as part of the FY2022-23 Governor's budget to manage the FIRIS program beginning in FY 2022-23 and has requested that OCFA temporarily retain program management for up to an additional six-month to allow for uninterrupted services while the FIRIS program is transitioned over to Cal OES. Cal OES has also requested that OCFA implement and utilize additional sensor technology on the aircraft, which will require an amendment to the Professional Services Agreement with AEVEX.

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

On July 22, 2021, the Board of Directors authorized the FIRIS 3.0 Program for an initial duration of 90 days. This included approval of \$4.0 million in State funding and approval of various agreements for services including aviation equipment, data analytics, program managers, Mission Commanders, and other related services.

On October 28, 2021, the Board of Directors authorized a subsequent request and funding commitments for an additional \$10.67 million by Cal OES to extend the FIRIS program through June 30, 2022.

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

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of June 23, 2022, with the Budget and Finance Committee's recommendation that the Board of Directors:

1. Approve and authorize a budget adjustment to increase revenue and appropriations in the FY 2022-23 General Fund (121) budget by an additional \$9,789,565 for the extension of the FIRIS 3.0 Program up to an additional six months from July 1 through December 31, 2022.
2. Approve and authorize the Purchasing Manager to either amend or enter into new FIRIS-related vendor contracts by the individual amounts needed in support of the FIRIS 3.0 Program extension, so long as the aggregate value of the increase does not exceed the revised program budget (see table).

3. Approve and authorize the Purchasing Manager to issue an amendment to the Professional Services Agreement with AEVEX to modify the scope of services to allow for the installation and utilization of additional sensor technology, as requested by Cal OES.

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

The FIRIS program will enhance aerial wildfire response and situational awareness throughout California during the 2022-23 wildfire season.

### **Fiscal Impact**

The FIRIS 3.0 Program was initially funded with \$4 million in State funding for a three-month period from August 1, 2021 to October 31, 2021. Cal OES then provided a funding allocation of an additional \$10,671,443 in new funding to continue the FIRIS 3.0 Program for the remaining eight months of fiscal year 2021-22 through June 30, 2022. Cal OES now desires to extend the term of the Program from July 1, 2022 through December 31, 2022 and will provide an additional \$9,789,565 to ensure uninterrupted program services through the transition period.

### **Background**

#### ***FIRIS Program***

Wildland fire remains the most significant threat to life and property in California; lives, property, and natural resources are threatened on a 24-hour basis. A risk assessment conducted by the California Department of Forestry and Fire Protection (CAL FIRE) concluded that an estimated 11 million residents, or the equivalent of 1 in 4 Californians live in areas considered to be high risk of a wildfire. As a regional fire agency, the OCFA plays a key role in wildfire mitigation and suppression in Orange County and Southern California. Since September of 2020, the OCFA has provided enhanced regional wildfire situational awareness for first responders in Orange County and throughout the State of California at the request of Cal OES pursuant to agreement number A201003758.

#### ***Cal OES Request to Extend the Current FIRIS 3.0 Program***

Funding for the FIRIS program is included in the Governor's budget for the Fiscal Year 2022-23, and anticipated to become available to Cal OES effective July 1, 2022. Currently, Cal OES is undertaking the administrative efforts to establish its own program management framework in preparation for the transition of FIRIS from OCFA to Cal OES. To ensure the continued availability of the FIRIS Program resources, Cal OES now desires to extend the term of the agreement with OCFA to continue program management up to an additional 6-months through December 31, 2022, and will provide up to an additional \$9,789,565 as stated in the Cal OES agreement, amendment No. 5 (Attachment 1).

OCFA expects to successfully transition program management and operations to Cal OES by no later than December 31, 2022 and as such, recommends authorization for the necessary agreement adjustments (subject to the revised program budget as summarized in the table below). This will ensure that the vital program resources funded by the State will continue to operate during the transition of program management from OCFA over to Cal OES.

#### ***Cal OES Request for Additional Aircraft Sensor Technology***

Cal OES has directed that the FIRIS aircraft are intended to function as an all-hazard resource and has requested that OCFA modify the current aircraft to include the addition of Synthetic Aperture Radar (SAR) equipment affixed to the AEVEX Aircraft. The associated costs for this additional equipment will be absorbed within the existing budget allocation for the aircraft. The features of the SAR equipment produce high-resolution imagery of the Earth's surface in all weathers and can penetrate clouds, fog, smog, darkness, and smoke. This technology furthers the Cal OES mission

and direction that FIRIS operate as an all-hazard resource. Staff is requesting approval to amend the Professional Services Agreement with AEVEX to add this technology because it will result in a change to the agreement pricing, enhance the existing aircraft configuration, and thereby may also increase the number of all-hazard incidents on which the aircraft is utilized.

### ***Program Budget***

The table below details the estimated budget for the FIRIS 3.0 Program 6-month extension:

<b>Funding Source</b>	<b>Funding Description</b>	<b>Estimated Amount</b>
Cal OES	New additional funding per Agreement Amendment No. 5 – Reimbursement Basis	\$9,789,565
	<b>Total Project Funding</b>	<b>\$9,789,565</b>
<b>Service Contracts and Other Expenses</b>	<b>Services/Equipment</b>	<b>Estimated Amounts</b>
AEVEX - North & South Operations Aircraft	Daily availability for 180 days with flight hours for primary turbine commander aircraft. Includes estimated SAR equipment.	\$5,729,490
Mission Commanders	Up to four 12-hr Shifts per day for 180 days (Previously utilized Air Tactical Group Supervisors)	\$2,401,250
UCSD/WIFIRE	Enhanced situational awareness/fire modeling and other related services	\$500,000
Program Manager	Project support for 180 days (Rocky Opliger)	\$60,000
Fusion Center Support – LAFD & NCFPD	Fusion Center staffing for 180 days	\$500,000
Other Services	As needed common database, operating picture platform services, additional Fusion Center Support services, potential lease costs for additional air base needs at Los Alamitos JFTB, and other operational needs.	\$187,000
OCFA	Project administration, communications, and other program needs	\$289,337
Air Base – North & South Operations	Airfield to serve as home base for aircraft (assumes costs for McClelland and Chino Airports)	\$22,488
Facilitation Services	Facilitation and support for Cal OES during the transition period	\$100,000
	<b>Total Project Cost</b>	<b>\$9,789,565</b>

### ***Recommendation***

Staff is recommending approval to either amend or enter into new agreements as stated in the recommended actions and table above for the provision of services related to the FIRIS 3.0 Program.

### ***Attachment(s)***

1. Cal OES Funding Agreement Amendment No. 5
2. Cal OES Request to add SAR sensors

SCO ID: 0690-A201003758-A5

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

<input type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED	PAGES	AGREEMENT NUMBER <b>A201003758</b>	AMENDMENT NUMBER <b>5</b>	Purchasing Authority Number <b>GOES-0690</b>
--	-------	---------------------------------------	------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTOR NAME

Orange County Fire Authority (OCFA)

2. The term of this Agreement is:

START DATE

September 1, 2020

THROUGH END DATE

December 31, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$33,089,324.50

Thirty-Three Million Eighty-Nine Thousand Three Hundred Twenty-Four Dollars and Fifty Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. Pursuant to Exhibit A, Statement of Work (SOW); Section 2, Term/Period of Performance; Paragraph B., Cal OES hereby extends the end date of the period of performance from June 30, 2022 to December 31, 2022.

Current Term: 09/01/2020 - 06/30/2022

New Term: 09/01/2020 - 12/31/2022

2. Pursuant to Exhibit A, Statement of Work (SOW); Section 3, Budgeted Amount; Cal OES hereby increases the budgeted amount by \$9,789,565.50.

Previous contract value: \$23,299,759.00

New contract value: \$33,089,324.50

*All other terms and conditions shall remain the same.*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Orange County Fire Authority (OCFA)

CONTRACTOR BUSINESS ADDRESS

1 Fire Authority Road

CITY

Irvine

STATE

CA

ZIP

92602

PRINTED NAME OF PERSON SIGNING

Brian Fennessy

TITLE

Fire Chief

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:

Brian Fennessy

20D38CB7915E422...

DATE SIGNED

5/31/2022

## STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER

A201003758

AMENDMENT NUMBER

5

Purchasing Authority Number

GOES-0690

## STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTING AGENCY ADDRESS

3650 Schriever Avenue

CITY

Mather

STATE

CA

ZIP

95655

PRINTED NAME OF PERSON SIGNING

Heather Carlson

TITLE

Assistant Director, Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DocuSigned by:

Heather Carlson

DATE SIGNED

6/1/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1, 3.10

Emergency Agreement





Attachment 2

June 2, 2022

Robert Cortez  
Assistant Chief  
Orange County Fire Authority  
PO Box 51985  
Irvine, CA 92619-1985

Chief Cortez:

Please accept this request to pursue and engage AEVEX Aviation to add the Synthetic Aperture Radar (SAR) capabilities in accordance with Orange County Fire Authority's procurement laws and policies. It is critical to the State of California to leverage this already existing program and asset for the most effective and efficient technology to support public safety. Our understanding is this SAR Sensor and scope will include demonstration/installation and estimated flight hours from July 1, 2022 to December 31, 2022, with costs consistent with the current FIRIS Amendment 5 contract amount and your email dated May 17, 2022. The additional cost of the sensor will be absorbed within this existing FIRIS project budget commitment (Amendment 5) and approval by Cal OES.

If you have any questions, please feel free to contact me at (916) 396-6134 or [lori.lopez@caloes.ca.gov](mailto:lori.lopez@caloes.ca.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lori Lopez', with a stylized flourish at the end.

LORI LOPEZ  
Deputy Chief of Administration





**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Budget and Finance Committee Meeting**  
**June 8, 2022**

**Agenda Item No. 3B**  
**Discussion Calendar**

**2022 Quick Reaction Force (QRF) Program**

---

**Contact(s) for Further Information**

Brian Fennessy, Fire Chief

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

714.573.6010

**Summary**

This item is submitted for approval of the 165-day Quick Reaction Force (QRF) Program in collaboration with Southern California Edison (SCE), Coulson Aviation (USA), Inc. (CAI), and the Orange County Fire Authority to enhance regional aerial wildland fire response. The regional 2022 QRF Program will operate in conjunction with Los Angeles County Fire Department (LACoFD) and Ventura County Fire Department (VCFD), which will be available 24 hours a day, for daytime and nighttime firefighting. It is anticipated that the program will commence June 24, 2022, after approval by the Board of Directors.

**Prior Board/Committee Action**

Not applicable.

**RECOMMENDED ACTION(S)**

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of June 23, 2022, with the Budget and Finance Committee's recommendation that the Board of Directors:

1. Approve the Funding Agreement with Southern California Edison in a form substantially consistent with the attachment and approved by legal counsel to accept funding in the amount of \$9,018,100 to fund the fixed-cost portion of the 165-day 2022 Quick Reaction Force Program.
2. Approve and authorize the Purchasing Manager to execute the Public Aircraft Lease and Service Agreement with Coulson Aviation (USA), Inc. in a form substantially consistent with the attachment and approved by legal counsel utilizing the sole source procurement provision in the Purchasing Ordinance for the provision of aircraft and other operational related services in an amount not to exceed \$7,893,260 for the 2022 QRF Program term with the option to renew the agreement for two additional program terms, at the sole discretion of OCFA and contingent upon the identification of additional SCE funding.
3. Approve and authorize the Purchasing Manager to enter into a Professional Services Agreement with Perimeter Solutions in a form substantially consistent with the attachment and approved by legal counsel utilizing the sole source procurement provision in the Purchasing Ordinance for the provision of a mobile fire-retardant plant and related services in an amount not to exceed \$1,655,000 for the 2022 QRF Program term.
4. Approve and authorize the Purchasing Manager to enter into new Professional Services Agreements with the Air Tactical Group Supervisors (ATGS') in a form substantially consistent with the attachment and approved by legal counsel at an amount not to exceed

\$250,000 each for the 2022 QRF Program term, with an aggregate program spending cap not to exceed \$660,000.

5. Approve and authorize the Purchasing Manager to enter into a new Professional Services Agreement for Program Manager Services with Scott Jones, in a form substantially consistent with the attachment and approved by legal counsel with an aggregate program spending cap not to exceed \$250,000 for the 2022 QRF Program term.
6. Approve and authorize a FY 2022/23 General Fund (121) budget adjustment to recognize funding from SCE for a revenue increase of \$9,018,100 and to increase appropriations by the same amount.
7. Approve the updated Cost Reimbursement Rate schedule to include the CH-47 Very Large Helitanker, S-61 Helitanker, and S-76 Helitanker daily stand-by and hourly flight rates, and mobile fire retardant plant daily stand-by and hourly rates, and hourly rates for Program Manager and Air Tactical Group Supervisors to be effective June 24, 2022.
8. Adopt an exemption from the California Environmental Quality Act (CEQA) pursuant to Title 14, California Code of Regulations, Section 15301 (Existing Facilities) and direct staff to file a Notice of Exemption.
9. Approve and authorize the Fire Chief to enter into an agreement with the Los Alamitos Joint Forces Training base in a form substantially consistent with the attachment and approved by legal counsel for a program spending cap not to exceed \$150,000 for the 2022 QRF Program term.

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

The QRF services will enhance regional aerial wildland fire response.

### **Fiscal Impact**

Authorization of the Budget Adjustment will increase revenues and expenditures by the SCE funding allocation of \$9,018,100 in the FY 2022/23 budget. Total funding for QRF services will come in the form of SCE funds, ABH reimbursements from other fire agencies requesting QRF services, and use of State Augmentation Funds for any non-reimbursable flight time, helicopter managers, and air base costs.

### **Background**

#### **Quick Reaction Force (QRF) Program**

Wildland fire remains the most significant threat to life and property in California. Given the devastating and destructive wildfires of recent years, Governor Gavin Newsom, as well as fire agencies and utility companies throughout the state, continue to emphasize that wildfire mitigation and suppression are a top priority. The combined residential population of Orange, Los Angeles, and Ventura Counties exceeds one-third of the entire state of California. Though each of the aforementioned counties maintains wildland fire aerial suppression programs, large destructive fires still occur. When a wildland fire exceeds the suppression effort mounted during initial attack, the QRF Program rapidly deploys additional reinforcement aircraft including a Very Large Helitanker, Areal Supervision aircraft, and mobile fire retardant plant services. The ability to rapidly deploy more robust ground and aerial fire suppression resources remains an immediate and imperative need. As a regional fire agency, the OCFA plays a key role in wildfire mitigation and suppression in Southern California.

#### 2021 QRF Pilot Program Update

The 2021 QRF Pilot Program accomplished 2,192 total drops (823 during nighttime operations) laying down 2.9 million gallons of water and 139,000 gallons of retardant. Some of the drops were on such fires as the Laguna Incident, Caldor Fire, French Fire, Alisal Fire, and Niguel Fire. The

continuation of QRF is valuable to the community of Orange County. These resources greatly benefited Orange County and the residents and businesses within the SCE service territory during the 2021 fire season by minimizing large fire spread.

### 2022 QRF Program

The OCFA is again presented with the opportunity to partner with Southern California Edison (SCE), Coulson Aviation (USA) Inc. (CAI), Perimeter Solutions and the Counties of Los Angeles and Ventura for the Quick Reaction Force (QRF) program for the 2022 fire season. The QRF is organized and dispatched as a complete aviation suppression package with everything it needs to operate at full capacity without having to rely on logistical support from the incident organization. It is anticipated that the 2022 QRF program will include the following resources assigned to OCFA, Los Angeles and Ventura Counties:

- 3,000-gallon, CH-47, Very Large Helitankers (VLHT)
- 1,000-gallon, Sikorsky S-61 Helitankers
- Night-vision-equipped Sikorsky S-76 Aerial Supervision aircraft with qualified and experienced Air Tactical Group Supervisor (ATGS) or Helicopter Coordinator (HLCO)
- Multiple mobile helicopters re-fueling tenders
- Portable retardant mixing plant

The benefits of these resources include improved water and retardant delivery rates through the coordination of multiple resources, faster retardant delivery by utilizing portable retardant hover-fill dip tanks, along with the continued advanced capability to drop large amount of fire retardant at night. The components of the QRF will again be strategically located throughout the three partner counties with Orange County's resources anticipated to be based at the Joint Forces Training Base (JFTB) in Los Alamitos. The QRF will operate within the defined fire threat areas of the SCE service territory as illustrated in the map (Attachment 6). Pending Board approval, the QRF Pilot Program will operate 24/7 for 165-days and begin on June 24, 2022.

### **Selection of Coulson Aviation (USA) Inc.**

#### Solicitation Process

After SCE announced its intent to fund the 2022 QRF program, OCFA staff was advised of the possibility that multiple sources may be available to provide the type of aircraft needed for the program. In conjunction with the Ventura County Fire Department, staff developed and issued Request for Statements of Qualifications (RFSQ) SK2554a on May 5, 2022 as the first step in an anticipated two-step solicitation process to select an aircraft provider. Because of its purchasing regulations, Los Angeles County was unable to participate in this joint venture and issued a solicitation of its own.

In accordance with Section 1-44 of the Purchasing Ordinance, the RFSQ utilized "Brand name or equal" specifications and documented that the purpose for this was to describe the standard of quality, performance, and other characteristics required for the program. The RFSQ included the specific aircraft that were used in the 2021 QRF Pilot Program and provided instructions on the type of information to submit if offering equivalent aircraft to what was specified. RFSQ SK2554a also included a written determination in accordance with Section 1-17(2) of the Purchasing Ordinance stating the necessity to have an abbreviated solicitation schedule in anticipation of the planned program start date. A pre-submittal teleconference was held on May 11, 2022 and six individuals representing four firms attended. Questions surrounding aircraft capabilities, vendor experience, and program functionality were discussed and responses were provided in Addendum One to the solicitation. No disputes relating to the solicitation process were received and one

Statement of Qualifications (SOQ) was submitted by Coulson Aviation (USA) Inc. prior to the advertised due date and time. The evaluation panel scored the SOQ in accordance with the criteria stated in the RFSQ and deemed the Offeror “Qualified”.

#### Sole Source Justification

In accordance with Section 1-21(1) of the OCFA Purchasing Ordinance, a “General Sole Source” procurement contract is recommended when it is determined, after conducting a good faith review of available sources, that there is only one source for the required service. Because staff received only one SOQ in response to the RFSQ SK2554a, staff determined in conjunction with legal counsel that the best course of action for OCFA would be to not pursue the planned Phase Two RFP process and move forward with contract formation directly with Coulson Aviation (USA) Inc. as a “General Sole Source”. Ventura County Fire Department staff reviewed the options available to them within their procurement regulations and is pursuing a similar Sole Source contract formation process directly with Coulson as well.

#### **Selection of Perimeter Solutions**

##### Sole Source Justification

In accordance with Section 1-21(1) of the OCFA Purchasing Ordinance, a “General Sole Source” procurement contract is recommended when it is determined, after conducting a good faith review of available sources, that there is only one source for the required service. The United States Forest Service (USFS) produces a Qualified Products List (QPL) detailing the fire retardant products that are approved for application on Federal lands. CAL FIRE also utilizes this list when determining what retardants may be applied to State lands. Per the USFS QPL, Phos Chek 259-Fx is the only retardant that may be dropped from the type of helitankers that will be utilized in the QRF program. Perimeter Solutions is the manufacturer of this unique, approved product and as such are a key supplier to the USDA Forest Service, CAL FIRE and other large fire management agencies. Additionally, Perimeter Solutions is the only full-service solutions provider with a fire safety office, equipment, personnel, and available long term retardant materials in the Orange County region that can be deployed within 2-3 hours from initial call.

#### **Project Funding**

SCE has agreed to provide \$9,018,100 in an effort to increase the effectiveness of aerial response to wildland fires and will cover the fixed costs of the CH-47, S-61 and S-76 Aerial Supervision Aircraft, along with the standby lease of one mobile retardant plant, ATGS/HLCO, and a Program Manager for 165 days. Agencies requesting QRF services will cover the variable costs via ABH cost reimbursement. Program non-reimbursable costs will be covered by State Augmentation funds.

The table below details the funding and estimated spending caps for the 2022 QRF Program:

<b>Program Funding:</b>		
<b>Funding Source</b>	<b>Description</b>	<b>Total</b>
Southern California Edison	165-day Program Contribution (applicable to fixed costs)	\$9,018,100
<b>Total Funding Sources:</b>		<b>\$9,018,100*</b>

<b>Program Spending Caps:</b>			
<b>Contractor</b>	<b>Resource</b>	<b>Detail</b>	<b>Estimated Spending Cap</b>
Coulson Aviation Inc.	CH-47 Very Large Helitanker	Stand-by Lease: \$33,600 a day x 130-days (fixed-cost)	\$4,368,000
		Est. Flight time: \$9,007 per hour x 80 hours (variable cost)	\$720,560
	S-76 Aerial Supervision Aircraft	Stand-by Lease: \$10,500 a day x 165-days (fixed-cost)	\$1,732,500
		Est. Flight time: \$3,841 per hour x 50 hours (variable cost)	\$192,050
	S-61 Helitanker**	Stand-by Lease: \$22,050 a day x 35-days (fixed-cost)	\$771,750
		Est. Flight time: \$5,420 per hour x 20 hours (variable cost)	\$108,400
Perimeter Solutions	Mobile Retardant Plant	\$7,000 a day x 165-days (fixed-cost)	\$1,155,000
		Freight costs, overtime, water tender, etc. (variable cost)	\$500,000
ATGS/HLCO	Air Tactical Group Supervisors/Helicopter Coordinator	\$2,000 a day per ATGS x 165-days. Two ATGS's per day (fixed-cost)	\$660,000
Program Management	Professional Services and OCFA Staff Costs***	As needed/on demand Professional Services & OCFA Salary and Employee Benefits Costs	\$250,000
Air Base	Joint Forces Task Base, Los Alamitos	Airfield to serve as home base for aircraft	\$150,000
<b>Total Spending Cap:</b>			<b>\$10,608,260</b>

\* Balance of funding will come from ABH Cost Recovery and use of State Augmentation funds

\*\* On November 1, 2022, Coulson will substitute the OCFA CH-47 for a S-61 for the remainder of the program.

\*\*\* The Program Manager aggregate spending cap is available for both contracted services and OCFA Staff. OCFA Staff will serve in the Program Manager role during periods of time when contractor is unavailable. Aggregate spend will not exceed \$250,000.

### **Resources Available to Other Fire Agencies Upon Request**

The CH-47 VLHT, S-61 helitanker, and S-76 Aerial Supervision Aircraft daily standby lease and hourly flight rates, the mobile retardant plant daily standby and variable cost rates, Air Tactical Group Supervisors, and a Program Manager are being added to the equipment cost reimbursement rate schedule (Attachment 7). This will serve as the basis for OCFA cost reimbursement for services requested by other fire service agencies. OCFA will be responsible for the flight-time charges for OCFA's own use of the CH-47, S-61, and S-76 Aerial Supervision Aircraft resources.



### **California Environment Quality Act (CEQA) Exemptions**

CEQA's Class 1, Existing Facilities Exemption, applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private facilities, structures or topographical features involving negligible or no expansion of an existing or former use. (14 Cal. Code Regs., tit. 14, § 15301.) The Joint Forces Training Base in Los Alamitos (JFTB) is home to existing aerial facilities and operations. The MOU would result in OCFA's temporary storage and operation of a CH-47 Very Large Helitanker, S-61 Helitanker, and S-76 coordination helicopter, and mobile fire-retardant plant at the JFTB for 165 days. The CH-47 Very Large Helitanker was also stored and operated out of the JFTB, and supported by ATGS, for these purposes in 2019 and 2020. Notably, the CH-47, S-61, and S-76 helicopters will be made available to over 15 other counties in the Southern California region; therefore, these helicopters could also be fighting fires in those other counties during this time. Based on all of the foregoing, the MOU calls for the operation of existing public and private facilities with no or negligible expansion of an existing use and the Class 1 Exemption therefore applies.

Staff recommends approval of the stated recommended actions in order to begin the 165-day program on June 24, 2022.

### **Attachment(s)**

1. Proposed Funding Agreement with Southern California Edison (*Draft*)
2. Proposed Public Aircraft Lease and Service Agreement with Coulson Aviation (USA), Inc. and Sole Source Form (*Draft*)
3. Proposed Agreement with Perimeter Solutions and Sole Source Form (*Draft*)
4. Proposed Agreement with ATGS' (*Draft*)
5. Proposed Agreement with Program Manager (*Draft*)
6. Proposed Lease Agreement with Joint Forces Task Base (*Pending receipt*)
7. Proposed Southern California Edison Service Territory Map
8. Proposed Cost Reimbursement Rates – Equipment

**FUNDING AGREEMENT BY AND BETWEEN THE ORANGE COUNTY FIRE  
AUTHORITY AND SOUTHERN CALIFORNIA EDISON COMPANY**

This Funding Agreement (“Agreement”) is by and between THE ORANGE COUNTY FIRE AUTHORITY, a California Joint Powers Authority (“OCFA”) and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation (“SCE”), and is effective on the last date when both Parties sign this Agreement (the “Effective Date”). OCFA and SCE may be referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, due to extreme weather associated with climate change, Southern California has experienced longer and more severe wildfire seasons;

**WHEREAS**, to increase the effectiveness of aerial response to wildfires, OCFA intends to enter into a 165 day lease and service agreements with an aviation firm (the “Helitanker Provider”) for a CH47 (130 days) and a S-61 (35 days) helitanker and an S76 coordination helicopter (165 days), or their equivalents, all of which are capable of nighttime operations, an agreement with Perimeter Solutions (“Perimeter”) for one mobile fire retardant plant with a twelve-hour supply of retardant (such leased assets together, the “Fire Suppression Assets”), and fund an OCFA program manager;

**WHEREAS**, OCFA has requested that SCE provide funding of that part of the fixed lease costs relating to stand-by time for the Fire Suppression Assets (with OCFA funding that part of the fixed lease cost relating to flight time) and SCE has determined that the use of the Fire Suppression Assets offers significant benefits for wildfire suppression, protecting lives and property, including mitigating against damage to SCE’s transmission and distribution system, and increasing firefighter safety;

**WHEREAS**, the Parties intend that in operating the Fire Suppression Assets, OCFA will prioritize fire suppression activities in and throughout SCE’s service territory, unless in the professional judgment of OCFA management to do so in any specific instance would not maximize the benefits described above or as otherwise directed by the appropriate governmental authorities; and

**WHEREAS**, the Parties desire to enter into an Agreement that sets forth the terms and conditions pursuant to which SCE will contribute funds to OCFA for (1) the fixed lease costs relating to helicopter stand-by time, daily stand-by rate for one mobile fire retardant plant, and (2) Air Tactical Group Supervisor (ATGS)/Helicopter Coordinator (HLCO) staffing (“Stand-by Costs”), and (3) program manager only while OCFA agrees to fund any and all flight time and operational costs in the Helitanker Provider and Perimeter lease agreements.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **1. Funding.**

Within seven business days of the Effective Date, SCE will electronically transfer a payment in the amount of nine million eighteen thousand and one hundred dollars (\$9,018,100) (the “Funding Amount”) to OCFA. OCFA will use this payment exclusively to fund the Stand-by Costs, including but not limited to the stand by portion of the lease agreements with the Helitanker Provider and Perimeter, which leases must begin on June 24, 2022 and last for 165 days (the “Lease Period”), or a different lease period is agreed to by the Parties in writing, and the covered program manager costs, Air Tactical Group Supervisor (ATGS)/Helicopter Coordinator (HLCO) staffing, and the covered program manager costs. Under this Agreement, OCFA shall fund the “flight time” and operational portions of the Helitanker Provider and Perimeter lease agreements, which include any and all costs required to operate the Fire Suppression Assets. The Parties acknowledge that time is of the essence in performing their obligations under this Agreement. If, for any reason, OCFA does not enter into the leases by June 24, 2022, or such other date agreed to by the Parties in writing, then OCFA shall return the entire payment to SCE. SCE shall not be entitled to any refund of the payment for the Stand-by Costs in the event OCFA receives reimbursement from the State, Federal Government, or any other entity for use of the Fire Suppression Assets. Any remainder of the Funding Amount following the expiration of the Lease Period will be applied to any unreimbursed OCFA flight time and will not be returned to SCE.

## **2. Roles and Responsibilities.**

SCE will communicate with OCFA concerning fire weather forecasts and share information in SCE’s possession relevant to the prepositioning or tasking of the Fire Suppression Assets; provided, SCE makes no representation or warranty as to the accuracy or completeness of such forecasts and information in connection with this Agreement. SCE understands and acknowledges that OCFA can and does rely on other sources of data, forecasts and information when making decisions concerning prepositioning or tasking of the Fire Suppression Assets, and that such decisions are made in the sole discretion of OCFA. SCE shall provide the Funding Amount to defray the Stand-by Costs payable by OCFA to the Helitanker Provider and Perimeter under the lease agreements, Air Tactical Group Supervisor (ATGS)/Helicopter Coordinator (HLCO) staffing, and the program manager.

Notwithstanding the foregoing, SCE shall have no role in directing the operation or use of the helicopters and shall not be a party to the lease agreements with the Helitanker Provider and Perimeter. As between SCE and OCFA, OCFA is solely responsible for the safe and lawful operation and use of the Fire Suppression Assets, including all decisions regarding deployment, maintenance, basing and positioning, pilot readiness, and ground support, and OCFA shall be solely responsible for compliance with the terms and conditions of the lease and all payments thereunder.

### **3. Data Collection.**

Part of ensuring accountability and return on investment in the Fire Suppression Assets, SCE expects consistency of reporting on every fire the aircraft take action as verification that the program represents a good investment for its rate payers. SCE's investment in the Fire Suppression Assets generates value for the SCE rate payers by mitigating wildfire damage in the SCE service area.

SCE has provided funding for an intelligence gathering Helicopter Coordinator ("HLCO") platform to be staffed with qualified aerial supervision and a sensor operator to gather the information important to SCE and emergency incident staff.

SCE has provided the funding necessary to equip state of the art technology on board the HLCO helicopter. This equipment provides an additional margin of safety for the water/retardant dropping helicopters and has capability to film aerial firefighting operations, map the fire and verify the fire being extinguished and track the performance of the firefighting aircraft.

Based on the above contract deliverable the HLCO helicopter will be required to provide SCE a report with footage of all incidents where the aircraft provide service within the SCE service area.

OCFA will provide the data and information that SCE requires to allow SCE to (1) evaluate the effectiveness of the Fire Suppression Assets in suppressing wildfires, protecting lives and property, and increasing firefighter safety, and (2) respond to information requests from, or make regulatory filings and reports to, the California Public Utilities Commission ("CPUC") and other regulators or governmental departments or agencies. Such data shall include, but not be limited to, the following: (a) aircraft utilization rate (flight time conducting suppression missions vs. standby hours), (b) gallons of water or retardant dropped and number of drops per fire, (c) number and location of wildfires attacked, and (d) whether and to what extent the Fire Suppression Assets are utilized outside of SCE's service territory. OCFA shall work with the Helitanker Provider to submit the foregoing data in a GIS shapefile to SCE on a monthly basis on the first day of each calendar month beginning on August 1, 2022 through the Lease Period and within five (5) days of SCE's written request therefore at any other time during the Lease Period.

### **4. Indemnification.**

To the maximum extent permitted by law, OCFA shall indemnify, defend, and hold harmless SCE, and its respective successors, assigns, affiliates, subsidiaries, parent companies, officers, directors, agents, and employees ("Indemnified Parties"), from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees and reasonably allocated cost of in-house counsel) ("Claims") to the extent arising from or related to the lease or service agreements with the Helitanker Provider and Perimeter, the professional services agreement(s) with the Air Tactical Group Supervisors, or operation or use (including, but not limited to prepositioning or tasking) of the Fire Suppression Assets. For clarity, regardless whether SCE's equipment was a cause of the wildfire, the preceding

indemnification does not obligate OCFA to indemnify, defend, or hold harmless any of the Indemnified Parties, or any of them, from any third-party claim that any of the Indemnified Parties caused the wildfire, but only to claims that the operation or use of the Fire Suppression Asset resulted in damage to a third-party. This indemnity shall not apply to any expense, claim, loss, damage, liability or action to the extent such expense, claim, loss, damage, liability or action results from the fraud, gross negligence, or willful misconduct of any of the Indemnified Parties in the performance of this Agreement.

## **5. Authority to Contract.**

Each Party represents and warrants that it has the authority to contract or otherwise commit to perform the obligations herein.

## **6. Relationship of the Parties.**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party to be the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of another Party.

## **7. Public Announcements.**

Neither Party may issue any press release regarding the Agreement unless (1) the press release is issued jointly by the Parties, or (2) prior to the release, the Party proposing to make the announcement furnishes the other Parties with a copy of the press release and obtains the other Parties' written approval; provided, however, that if such press release is required to comply with applicable laws, including the California Public Records Act and the Ralph M. Brown Act, legal proceedings, or the rules and regulations of any court or stock exchange having jurisdiction over a Party, then the Parties shall work in good faith to develop a mutually acceptable announcement.

## **8. Term and Survival.**

This Agreement shall be effective as of the Effective Date through the date that all obligations of the Parties hereto with respect to this Agreement have been satisfied (the "Term"), except that the Parties shall continue to be bound by the provisions of this Agreement which by their nature survive such completion or termination, including Section 5 ("Indemnification") and Section 11 ("Governing Law").



## **9. Written Notices.**

All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (1) when delivered by hand, (2) one day after being given to an express courier with a reliable system for tracking delivery, (3) when sent by confirmed facsimile or electronic mail with a copy sent by another means specified in this Section, or (4) three days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and as addressed as specified below:

If to OCFA, addressed to:

Brian Fennessy  
Fire Chief  
1 Fire Authority Road  
Irvine, CA 92602

Fax: (714) 368-8800  
Email: brianfennessy@ocfa.org

With a Copy to:

David Kendig  
c/o Woodruff, Spradlin & Smart  
555 Anton Boulevard, Suite 1200  
Costa Mesa, CA 92626

Fax: (714) 415-1183  
Email: dkendig@wss-law.com

If to SCE, address to:

Don Daigler  
Southern California Edison Company  
2244 Walnut Grove Ave.  
Rosemead, CA 91770

Email: Donald.Daigler@sce.com

## **10. Assignment.**

No Party shall assign this Agreement or any part or interest thereof, without the prior written consent of the other Parties, and any assignment without such consent shall be void and of no effect.

## **11. Governing Law.**

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

## 12. Entire Agreement.

This Agreement contains the entire agreement and understanding between and among the Parties and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Agreement. This Agreement is intended to be a final expression of the agreement of the Parties and except to the extent expressly referenced herein, is an integrated agreement within the meaning of Section 1856 of the California Code of Civil Procedure (the Parole Evidence Rule). There are no contemporaneous separate written or oral agreements between the Parties in any way related to the subject matter of this Agreement. No subsequent agreement, waiver, modification, representation or promise with respect to the subject matter of the Agreement made by the Parties hereto, or by or to any employee, officer, agent or representative of any Party shall be of any effect unless it is in writing and executed by the Parties hereto.

## 13. Counterparts and Electronic Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of the Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

**[Signatures on Following Page]**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

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

By: \_\_\_\_\_  
Brian Fennessy  
Fire Chief

**APPROVED AS TO FORM.**

By: \_\_\_\_\_  
David E. Kendig  
General Counsel

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

**ATTEST:**

\_\_\_\_\_  
Maria D. Huizar  
Clerk of the Authority

**“SCE”**

**SOUTHERN CALIFORNIA EDISON  
COMPANY**

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

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

Name: Jill C. Anderson  
Title: Executive Vice-President, Operations

## PUBLIC AIRCRAFT LEASE AND SERVICE AGREEMENT

**THIS PUBLIC AIRCRAFT LEASE AND SERVICE AGREEMENT** ("Public Aircraft Agreement") is made this 23<sup>rd</sup> day of June 2022

### BETWEEN:

**COULSON AVIATION (USA) INC.**, a limited liability company organized under the laws of the State of Oregon ("**CAI**"); and

**ORANGE COUNTY FIRE AUTHORITY**, a joint powers agency created pursuant to the California Joint Exercise of Powers Act (Gov't Code §§ 6500 *et seq.*) ("**OCFA**").

### WHEREAS:

- (A) OCFA wishes to lease the Aircraft and obtain services for operation of OCFA's Governmental Functions, all as described in detail herein;
- (B) CAI wishes to lease and supply such Aircraft and services to OCFA and operate the Aircraft for OCFA in OCFA's Governmental Functions, all as described in detail herein; and
- (C) The Aircraft shall be considered Public Aircraft when performing any of the operations contemplated by this Public Aircraft Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, together with other good and valuable consideration, and intending to be legally bound hereby, the parties agree as follows:

### 1. DEFINITIONS.

**1.1** In this Lease the following words and expressions have, except where the context otherwise requires, the meanings set forth below:

"The Aircraft" means the aircraft identified in Appendix 3 Compensation in Table 1 Aircraft.

"Aircraft Flight Hour Payment" means the rates per flight hour including fuel as identified in Appendix 3 Compensation.

"Crew" means a night vision goggles certified flight crew, and a full maintenance crew, to operate and maintain Aircraft, and a night vision goggles certified flight crew and a full maintenance crew.

"Commencement Date" means the 24<sup>th</sup> of June 2022.

“Daily Rental” means the rates as identified in Appendix 3 Compensation which shall include in addition to leases of the Aircraft, an 10,000 USG fuel truck, 53 foot spares trailer and driver, and a mobile support base (Prevost Bus).

“Day Operations” means the provision of services from 6am to 6pm on a daily basis.

“Event of Default” shall have the meaning prescribed in clause 11.1.

“FAA” means the United States Federal Aviation Administration.

“FAA Public Aircraft Policy” means the policy of the FAA with regard to defining Public Aircraft contained in the FAA Notice of Policy Regarding Civil Aircraft Operators Providing Contract Support to Government Entities (Public Aircraft Operations) published on March 23, 2011 in the Federal Register, FAA Advisory Circular No. 00-1B, and such additional or successor documents regarding FAA’s policy regarding Public Aircraft.

“Flight Hour Payment” means Aircraft Flight Hour Payments due.

“Governmental Functions” means as such term is defined in Section 40125 of Title 49 of the United States Code, an activity undertaken by a government, such as intelligence missions, firefighting, or biological or geological resource management.

“Insurance Schedule” means those insurance terms and amounts described in Appendix 1 attached hereto.

“Night Operations” means the provision of services from 6pm to 6am on a daily basis.

“Owner(s)” means the registered and beneficial owner of each Aircraft.

“Public Aircraft” shall have the meaning as such term is defined in Section 40102(a)(41) of Title 49 of the United States Code as aircraft exclusively leased for at least 90 continuous days by the government of a State, the District of Columbia, or a territory or possession of the United States or a political subdivision of one of these governments, except as provided in Section 40125(b) of Title 49 of the United States Code, which excludes aircraft used for commercial purposes or to carry an individual other than a crewmember or a qualified non-crewmember.

“Public Aircraft Declaration” means a written declaration (from the contracting officer of OCFA or higher-level official) of public aircraft status for all flights of the Aircraft under this Public Aircraft Agreement substantially in the form of Appendix 2 attached hereto.



“Qualified Non-Crewmember” means an individual, other than a member of the crew, aboard an aircraft whose presence is required to perform, or is associated with the performance of, a governmental function as described in Section 40125 of Title 49 of the United States Code.

“Taxes” means any taxes, levies, imposts, duties, charges, fees, deductions, withholdings, restrictions or conditions now or hereafter imposed by any governmental or taxing authority.

“Term” means a period of one hundred sixty-five (165) calendar days from the Commencement Date.

“Total Daily Rental Payment” means the total daily standby cost for all Aircraft and equipment as identified in Appendix 3 Compensation, Section 1.2.

## **2. AGREEMENT TO LEASE**

Subject to, and in accordance with, the terms and conditions of this Public Aircraft Agreement, CAI agrees to lease the Aircraft to OCFA and OCFA agrees to take the Aircraft on lease from CAI for the Term.

## **3. LEASE AND DELIVERY**

### **3.1 Delivery and Acceptance**

OCFA has determined that the Aircraft is suitable for OCFA's intended use, and OCFA has inspected the same and accepts the same for purposes of this Public Aircraft Agreement.

### **3.2 OCFA SELECTION OF AIRCRAFT**

OCFA REPRESENTS AND WARRANTS TO CAI THAT OCFA HAS USED ITS OWN JUDGMENT IN SELECTING THE AIRCRAFT AND HAS DONE SO BASED ON THEIR SIZE, DESIGN, TYPE AND PERFORMANCE AND THAT OCFA HAS NOT RELIED ON ANY ADVICE OF CAI IN MAKING SUCH SELECTION.

### **3.3 Title**

Title to the Aircraft will be and will at all times remain vested and registered in Owners. OCFA will have no right, title or interest in the Aircraft except as provided in this Public Aircraft Agreement. OCFA will not assert any lien or encumbrance against the Aircraft, nor permit any other party, claiming by through, on behalf of, or because of any action of OCFA to do so.

### **3.3 Term**

The Aircraft shall be exclusively leased to OCFA from the execution of this Public Aircraft Agreement to the end of the Term, unless earlier terminated as provided herein.

## **4. PUBLIC AIRCRAFT**

### **4.1 Status of Operations as Public Aircraft Operations**

The Aircraft shall be operated under this Public Aircraft Agreement as Public Aircraft. The Aircraft shall only be used during the Term for Governmental Functions and all persons carried on board the Aircraft shall be either a crewmember or a Qualified Non-Crewmember.

### **4.2 Public Aircraft Determination**

OCFA shall provide CAI with the Public Aircraft Declaration and otherwise cooperate with CAI in providing any additional documentation or declarations as may be requested by the FAA or such other government agency whether Federal or State with jurisdiction over the operations contemplated in this Public Aircraft Agreement. Upon receipt of the Public Aircraft Declaration signed by OCFA, CAI shall, in advance of any operation of any flight under this Public Aircraft Agreement, notify the FAA Flight Standards District Office having oversight of the operations under this Public Aircraft Agreement that it has contracted with OCFA to conduct eligible public aircraft operations, and submit the Public Aircraft Declaration. Notwithstanding any other provision herein, CAI shall not be required to perform any operations under this Public Aircraft Agreement prior to receipt by CAI of the Public Aircraft Declaration and submission of the same to the FAA.

## **5. CREW AND PILOT REQUIREMENTS**

### **5.1 Crew Operation**

The Aircraft will be exclusively operated and maintained by the Crew arranged and supplied by CAI. OCFA shall provide ground crews for remote operations of the Aircraft.

### **5.2 Pilot Requirements**

CAI shall provide two (2) pilots and one (1) Flight Engineer for operation by the Aircraft during Day Operations, and two (2) pilots and one (1) Flight Engineer for the Aircraft during Night Operations. All pilots for Day Operations shall be United States Forest Service or CAL FIRE carded pilots.

All pilots for Night Operations shall be FAA certified for Night Vision Goggles flying and United States Forest Service or CAL FIRE carded pilots.

### **5.3 Mechanic Requirements**

CAI shall provide four (4) mechanics for operation by the Aircraft during Day Operations and four (4) mechanics for operations of the Aircraft during Night Operations.

### **5.4 Ground Crew Requirements**

CAI shall provide sufficient ground crew to drive and deploy the mobile support base (Prevost Bus). CAI shall provide ground crew to operate the fuel truck and spares trailer for the aircraft during both Day and Night Operations.

## **6. SCOPE OF WORK AND FLIGHTS**

### **6.1 Flight Missions**

Operations of the Aircraft shall be available for both Day and Night Operations. All operations shall be conducted in support of and as part of OCFA's Governmental Functions related to firefighting, and shall be in accordance with operating rules applicable to all aircraft in the National Airspace System. Notwithstanding any other provision herein, CAI provided pilots shall exercise fully authority as pilot-in-command over each flight and shall have no obligation to perform any mission on behalf of OCFA, which, in the sole discretion of the CAI provided pilots, is beyond the scope of such pilots' abilities, certification, or authorization; or would unreasonably endanger such pilot or the Aircraft; or would be in contravention of any applicable law or any flight operation protocol. No such action of any pilot provided by CAI shall create or support any liability of CAI for loss, injury, damage or delay to OCFA.

### **6.2 Aircraft Maintenance and Airworthiness**

The Aircraft shall be maintained exclusively by the mechanics provided by CAI and shall be maintained in conformance with each Aircraft's FAA approved maintenance manual. OCFA will not make or authorize any improvement, change, addition or alteration to either Aircraft without the express consent and agreement of CAI. All repairs, parts, replacements, mechanisms and devices added to the Aircraft during the Term shall immediately, without further act, become part of the Aircraft and subject to the ownership of Owners free and clear of any lien, encumbrance, or interest of OCFA or any party, claiming by through, on behalf of, or because of any action of OCFA.

### **6.3 Base of Operations**

OCFA will provide storage and other facilities as a base of operation at Los Alamitos Joint Forces Training Base in Orange County, sufficient for purposes of the scope of work contemplated by this Public Aircraft Agreement and shall provide CAI with access and permissions at such base of operation for the performance of the contemplated scope of work.

## **7. RENTAL PAYMENTS AND EXPENSES**

### **7.1 Rental Payments**

CAI shall invoice OCFA for Total Daily Rental Payment on a weekly basis, which shall begin accruing on the Commencement Date and continue through the end of the Term. OCFA shall pay the invoice (in full and without any deduction or withholding in respect of set-off, counterclaim, duties, taxes or other charges) within fourteen (14) days of receipt of invoice via ACH as follows:

Coulson Aviation (USA) Inc

Wells Fargo Bank, 1900 Southwest 5<sup>th</sup> Avenue, Portland, Oregon 97201

Routing Number:

Account Number:

## **7.2 Operating Expenses**

CAI shall invoice OCFA for Flight Hour Payments on a weekly basis. OCFA shall pay the invoice (in full and without any deduction or withholding in respect of set-off, counterclaim, duties, taxes or other charges) within fourteen (14) of receipt of invoice via ACH as follows:

Coulson Aviation (USA) Inc

Wells Fargo Bank, 1900 Southwest 5<sup>th</sup> Avenue, Portland, Oregon 97201

Routing Number:

Account Number:

## **7.3 Late Payments**

Any late payment shall bear per diem interest from the due date, until the date paid at an annual rate of 10%. Payment of interest shall not excuse or cure any default.

## **7.4 Taxes**

All payments, including specifically the Rental Payments made by OCFA hereunder, shall be made free and clear of, and without deduction for Taxes. OCFA shall be solely responsible for the payment of any Taxes imposed on the lease and services provided under this Public Aircraft Agreement. OCFA shall indemnify and hold harmless CAI from and against all taxes payable by them at any time in respect of this Public Aircraft Agreement in respect of any transaction contemplated by this Public Aircraft Agreement; provided that in no event shall OCFA be responsible for Taxes that are imposed on the net income, profit, gains, capital or net worth of CAI, or Taxes arising out of or solely attributable to the fraud, willful misconduct, or reckless disregard (with knowledge of the probable consequences) of CAI.

# **8. INSURANCE, INDEMNIFICATION, AND WAIVER**

## **8.1 Insurance**

(a) CAI shall maintain at all times, naming OCFA and the Owner(s) as additional insureds, during the Term (i) public liability insurance (including, but not limited to, aviation liability) against liability to third parties, including passengers and crew on the Aircraft, for personal injury and death and damage to property for a minimum amount and terms set out in the Insurance Schedule for each and every occurrence, and (ii) appropriate insurance against loss of, or damage to, the Aircraft hull for an amount reflecting reasonable replacement value of the Aircraft as provided in the Insurance Schedule.

(b) Each party shall be responsible for providing workers' compensation insurance and unemployment insurance for its employees and crew members provided by it for performance of this Public Aircraft Agreement as required by applicable laws

## **8.2 Indemnification**

CAI agrees to indemnify, protect, save, defend (with counsel acceptable to OCFA) and keep harmless OCFA and OCFA's directors, officers, employees, agents, attorneys, affiliates, successors, and any any permitted assigns (collectively, the "Indemnified Parties") on, a net after-tax basis, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, demands, cost, expenses, and disbursements (including without limitation reasonable legal fees and expenses) of any kind and nature whatsoever (collectively "Claims"), which may be imposed on, incurred by, or asserted against, any of OCFA's Indemnified Parties, whether or not any of OCFA's Indemnified Parties shall also be indemnified as to any such matters by any other person, party or entity of any kind whatsoever, in any way relating to or arising out of any breach, action, inaction, misrepresentation, or direction by CAI related to the performance or support of the operations contemplated herein that results in any Claim(s) against one of OCFA's Indemnified Parties; provided that CAI shall have no obligation to indemnify OCFA or any of OCFA's Indemnified Parties in respect of any Claims to the extent that such Claim is suffered or incurred as a direct consequence of the fraud, willful misconduct or reckless disregard of OCFA or such Indemnified Party. CAI's obligation to defend, indemnify, and hold OCFA and OCFA's Indemnified Parties harmless under the provisions of this Section 8.2 are not limited to, or restricted by, any requirement in this Agreement for CAI to procure and maintain a policy of insurance. Notwithstanding anything to the contrary contained in the foregoing, any other section of this Public Aircraft Agreement or otherwise, the indemnification agreements, obligations and liabilities of any kind whatsoever of CAI set forth or provided in this Section 8.2 shall survive the expiration or termination of this Public Aircraft Agreement for any reason whatsoever.

## **9. MUTUAL REPRESENTATIONS**

CAI and OCFA represent to each other:

- (i) The execution, delivery and performance of this Public Aircraft Agreement has been duly authorized by all necessary corporate or government action of such party and do not require the approval or consent of or notice to any trustee or holders of any indebtedness or obligations of such party (except as has already been obtained);
- (ii) This Public Aircraft Agreement has been duly executed and delivered by an officer of such party authorized to execute and deliver such documents on behalf of such party; and
- (iii) This Public Aircraft Agreement and covenants of such party contained herein and therein constitute or will, upon execution, constitute legal, valid and binding obligations of such party, enforceable against such party in accordance with its terms subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally



and by the application of equitable principles by courts of competent jurisdiction, sitting at law or in equity.

## 10. NOTIFICATION

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by email, telefax, courier, overnight delivery, certified mail, to the addresses listed below or to such other addresses as either party may specify to the other in writing from time to time:

<p>If to OCFA, addressed to:</p> <p>Brian Fennessy Fire Chief 1 Fire Authority Road Irvine, CA 92602</p> <p>Fax: (714) 368-8800 Email: <a href="mailto:brianfennessy@ocfa.org">brianfennessy@ocfa.org</a></p> <p>With a Copy to:</p> <p>David Kendig c/o Woodruff, Spradlin &amp; Smart 555 Anton Boulevard, Suite 1200 Costa Mesa, CA 92626</p> <p>Fax: (714) 415-1183 Email: <a href="mailto:dkendig@wss-law.com">dkendig@wss-law.com</a></p>	<p>If to CAI, address to:</p> <p>Wayne Coulson President &amp; CEO 4890 Cherry Creek Road Port Alberni, BC Canada V9Y 8E9</p> <p>Fax: (250) 723-7766 Email: <a href="mailto:wayne.coulson@coulsongroup.com">wayne.coulson@coulsongroup.com</a></p>
---	--

Notices shall be deemed effective when delivered or when proof of delivery is obtained (in the case of email, when the sender receives a read receipt from the addressee), or if earlier and whether or not received, three (3) days after such notice is deposited in the United States mail postage pre-paid as certified mail to the party as set forth above.

## 11. TERMINATION AND DEFAULT

### 11.1 Default

The following shall constitute an Event of Default:

- (i) a failure to make any payment when due hereunder within three (3) calendar days of when such payment is due;
- (ii) party's admission in writing of inability to pay its debts generally as they come due or a general assignment for the benefit of its creditors, or admission of insolvency;

(iii) any declaration, representation, warranty or statement made or deemed to be made by a party in connection with this Public Aircraft Agreement is or proves to have been incorrect when made or becomes incorrect during the Term; or  
(iv) any material breach by a party of its obligations or performance under this Public Aircraft Agreement.

### **11.2 Remedies**

In an Event of Default, the non-defaulting party may immediately terminate this Public Aircraft Agreement upon sending notification to the other party, and/or seek any and all such remedies and rights as may be available to such party at law or equity.

## **12. MISCELLANEOUS**

### **12.1 Binding Effect**

This Public Aircraft Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives and assigns provided that this provision shall not be construed as permitting assignment or substitution except as otherwise provided herein.

### **12.2 Execution**

Delivery of an executed counterpart of a signature page of this Agreement by email or any other digital or electronic means shall be effective as delivery of a manually executed counterpart of this Public Aircraft Agreement.

### **12.3 Severability**

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Lease and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

### **12.4 Clauses, Appendices And Schedules**

References in this Public Aircraft Agreement to clauses, appendices, or schedules are, unless otherwise specified, references to clauses of and appendices and schedules to this Public Aircraft Agreement and together the clauses, appendices and schedules shall together constitute this Public Aircraft Agreement.

### **12.5 Assignment**

No assignment, transfer or charge may be made by any party of all or any of its rights in respect of this Public Aircraft Agreement without the prior written consent of the other.

#### **12.6 GOVERNING LAW**

THIS PUBLIC AIRCRAFT AGREEMENT SHALL, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS ENTERED INTO IN THE STATE OF CALIFORNIA BY RESIDENTS OF SUCH STATE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE. LEGAL ACTIONS CONCERNING ANY DISPUTE, CLAIM OR MATTER ARISING OUT OF OR IN RELATION TO THIS PUBLIC AIRCRAFT 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 CAI COVENANTS AND AGREES TO SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURT IN THE EVENT OF SUCH ACTION.

IN WITNESS WHEREOF, CAI and OCFA have each caused this Public Aircraft Agreement to be duly executed and delivered by each of CAI and OCFA on the date first above written.

<b>COULSON AVIATION (USA) INC.</b>	<b>ORANGE COUNTY FIRE AUTHORITY</b>
Name: Title:	Name: Title:

## Insurance Schedule

Appendix 1

[on OCFA letterhead]

[insert date]

COULSON AVIATION (USA) INC.

Attn:

**Re: Public Aircraft Declaration**

Dear Mr. \_\_\_\_\_:

As you know, the **ORANGE COUNTY FIRE AUTHORITY** (OCFA), a joint powers agency created pursuant to the California Joint Exercise of Powers Act (Gov't Code §§ 6500 et seq.) and comprised of 23 member agencies, each of which are a political subdivision of the State of California, entered into a contract (Public Aircraft Agreement) dated September 24, 2020 with **COULSON AVIATION (USA) INC.** (CAI) under which CAI will exclusively lease the **[describe aircraft]** to OCFA and provide the exclusive services of such aircraft for a governmental function such as intelligence missions, firefighting, or biological or geological resource management of OCFA during the term of such Public Aircraft Agreement, which is ninety (90) calendar days. We hereby declare that under Title 49 of the United States Code and in accordance with FAA Notice of Policy Regarding Civil Aircraft Operators Providing Contract Support to Government Entities (Public Aircraft Operations) published on March 23, 2011 in the Federal Register, and FAA Advisory Circular No. 00-1B, the governmental functions and the operations contemplated by the Public Aircraft Agreement qualify as Public Aircraft Operations (PAO). As such, we acknowledge that we have to provide this declaration to that effect, which CAI in turn shall provide to the FAA, prior to commencement of operations under the Public Aircraft Agreement. Below is information in support of this declaration, which is intended to apply to all flights operated by CAI pursuant to the Public Aircraft Agreement.

**Name of civil operator (the contracted operator):** Coulson Aviation (USA) Inc.**Aircraft type(s) to be used for the PAO:** *[describe aircraft]***Name of aircraft owner(s):** *[reference registered owner of Aircraft]***Aircraft registration number(s):** *[registration marks]***Date of contract:****Date of proposed first flight as a PAO:****Date contract terminates:****Name of the government entity declaring public aircraft status (the government entity contracting for aircraft services):** ORANGE COUNTY FIRE AUTHORITY**Name, title, and contact information for the government official making the declaration of PAO status:**

**Nature of operations (include enough detail to demonstrate that the flights are for a governmental function under the statute):** The Aircraft will be dedicated exclusively during the 90-day term of the Public Aircraft Agreement to providing intelligence missions, firefighting, biological or geological resource management within the boundaries of the Orange County Fire Authority and Southern California Edison service territory.

Should there be any questions or if additional information is needed, please feel free to contact me.

Sincerely,

[insert signatory and title]



## Compensation

1. Daily Rental: the following are Aircraft, equipment and associated rates, are provided by CAI to OCFA for the Public Aircraft Agreement for the respective durations noted below.

## 1.1 Aircraft Daily Rental Rate

- I. One (1) CH-47 Very Large Helitanker (VLHT) & support (fuel truck, bus, etc.)
  - a) Daily standby rate (24-hours) for 130 days: \$33,600 USD
- II. One (1) S76 NVG capable helicopter coordinator platform & support (fuel, etc.)
  - a) Daily standby rate (24-hours) for 165 days: \$10,500 USD
- III. One (1) S-61 NVG Type I Helitanker & support (fuel, etc.)
  - a) Daily standby rate (24-hours) for 35 days: \$22,050 USD

- 1.2 Total Daily Rental Payment: The Total Daily Rental Payment for the first 130 days of the Public Aircraft Agreement is \$44,100 USD per day. The Total Daily Rental Payment for the final 35 days of the Public Aircraft Agreement is \$32,550 USD per day. The Total Daily Rental Payment includes all Aircraft Daily Rental Rates as identified in section 1.1.

- 2 Aircraft Flight Hour Payment: the total cost per hour for Aircraft Flight Hour Payment is
  - I. For the CH-47D \$9,007 per hour, (Agency Responsibility). The cost of which includes fuel.
  - II. For the S76 NVG \$3,841 per hour, (Agency Responsibility). The cost of which includes fuel.
  - III. For the S-61 Type I Helitanker \$5,420 per hour, (Agency Responsibility). The cost of which includes fuel.

Table 1 Aircraft

Aircraft Make & Model	FAA Registration Number	Manufacture Number	Rate with Pilot	Standby Rate
Boeing CH-47D	N42CU	91-00270	\$9,007	\$33,600
Sikorsky S-76	N76CG	760355	\$3,841	\$10,500
Sikorsky S-61	TBD-N161CG	61363	\$5,420	\$22,050
Large Support Vehicle (fuel truck, bus, service trailer) Mileage Rate:				\$4.43
OPTIONAL (as requested): BlazeTamer Retardant Gel				Open Book Cost plus 15%

### OCFA Sole Source Request Form

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

#### SECTION I - INSTRUCTIONS

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

#### SECTION II – REQUEST INFORMATION

<b>Department/Section:</b> Special Operations	<b>Requested By:</b> Tim Perkins	<b>Date:</b> 6/2/2022
<b>Recommended Vendor:</b> Coulson Aviation (USA) Inc. (CAI)	<b>Vendor Contact:</b> Curtis Bruner	<b>Vendor's E-mail Address:</b> curtis.bruner@coulsonaircrane.com
<b>Vendor Address:</b> 610 SW Alder Street, Suite 910, Portland, Oregon 97205		<b>Vendor's Telephone #:</b> (250) 724-7664
<b>Type of Contract:</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	<b>Contract Term (Dates):</b> June 24, 2022 - December 6, 2022	<b>Contract Amount:</b> \$9,018,100
<b>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</b>		<b>Attachments:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

#### SECTION III – JUSTIFICATION

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

CAI provides Night Aerial Firefighting services which utilize advanced technology in firefighting aircraft that will be utilized in the multi-county Quick Reaction Force (QRF) program. The program includes multiple types of helitankers and aerial supervision aircraft which fill the void left when fixed-wing air tankers retire for the night. The QRF aircraft are able to drop water or fire retardant at night.

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

In conjunction with the Ventura County Fire Department, staff developed and issued Request for Statements of Qualifications SK2554a as the first step in an anticipated two-step solicitation process to select an aircraft provider. Only one response was received, submitted Coulson Aviation (USA) Inc. An evaluation panel scored the SOQ and deemed

**SECTION III – JUSTIFICATION (continued)**

the Offeror "Qualified". Because only one SOQ was received, staff determined in conjunction with legal counsel that the best course of action would be to cancel the planned Phase Two RFP and move forward with Coulson as a General Sole Source. Ventura elected to do the same.

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

The pricing includes 24/7 availability for up to 165 days. This contract is a result of collaboration between Coulson Aviation, SCE, OCFA, and Ventura counties in an effort to bring services and funding together for the benefit of the residents of Orange County and the partner counties to protect in the event of a wildfire during fire season. SCE is providing funding for the daily fixed standby costs.

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

The 222 QRF services are intended to have a duration of 165 days, with the option to extend for two additional program terms at the sole discretion of OCFA pending additional funding from SCE.

**Sole Source Request Submitted by:**

REQUESTORS NAME	SIGNATURE	DATE
Tim Perkins		
DIVISION DEPUTY CHIEF/MANAGER NAME	SIGNATURE	DATE
Kenny Dossey		
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Brian Fennessy		

**Purchasing Manager's Comments:**

After conducting a "good faith review of available sources" per OCFA Ordinance 009 (SK2556a), CAI is the only available source for the requested services. Pricing deemed reasonable in comparison with available public data for similar aircraft contracted for by the USFS.

PURCHASING MANAGER'S APPROVAL	DATE
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE

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

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

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 23<sup>rd</sup> day of June, 2022 by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Perimeter Solutions LP, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA requires the services of a qualified firm to provide mobile retardant base services, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated January 21, 2022, incorporated herein by this reference ("Proposal"); and

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

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

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

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services**

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

## **1.2 Compliance with Law**

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

## **1.3 Licenses and Permits**

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

## **1.4 Familiarity with Work**

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

## **1.5 Care of Work**

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

## **1.6 Additional Services**

Firm shall perform services in addition to those specified in the Scope of Services when directed to do so in writing by the OCFA Purchasing Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding one-hundred thousand dollars (\$100,000) 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.



## **2. TIME FOR COMPLETION**

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

## **3. COMPENSATION OF FIRM**

### **3.1 Compensation of Firm**

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed per the Scope of Work, attached hereto as Exhibit "A".

### **3.2 Method of Payment**

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

### **3.3 Changes**

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

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

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

### **3.4 Appropriations**

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

## **4. PERFORMANCE SCHEDULE**

### **4.1 Time of Essence**

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

### **4.2 Schedule of Performance**

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

### **4.3 Force Majeure**

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

### **4.4 Term**

This Agreement shall continue in full force and effect during the period from June 24 through December 6, 2022 ("Initial Term"), except as may be extended at the sole discretion of OCFA, and unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement.

## **5. COORDINATION OF WORK**

### **5.1 Representative of Firm**

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

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

### **5.2 Contract Officer**

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

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

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

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

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

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

#### **5.4 Independent Contractor**

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

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

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

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

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

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

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

## **6. INSURANCE AND INDEMNIFICATION**

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

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



### **6.2.1 Omitted**

**6.2.2 Commercial General Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. If a general aggregate limit applies, the general aggregate limit shall be no less than two million dollars (\$2,000,000.00). Coverage for products and completed operations is required with limits no less than two million dollars (\$2,000,000.00) aggregate. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

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

**6.2.4 Workers' Compensation Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance with limits no less than one million dollars (\$1,000,000.00), and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

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

**6.2.4.2** Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this

Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.

**6.2.5 Pollution Liability.** Firm shall provide pollution liability coverage that includes, but is not limited to, the coverage limits and coverage provisions outlined below. Coverage must be included for bodily injury and property damage, including coverage for loss of use and diminution in property value, and for resultant clean- up costs, arising out of the or resulting from: (i) any Services performed under this Agreement, including (ii) any storage or transportation, including the loading or unloading of, hazardous wastes, hazardous materials, or contaminants. The required coverage limits shall be the greater of the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, including applicable Umbrella or Excess Limits, or the following: \$1,000,000 per occurrence or claim, and \$1,000,000 aggregate. Coverage may be written on a claims-made form. If coverage is on a claims- made basis, the coverage must be maintained for at least 3 years after all Services performed under this Agreement are complete, and additional claims-made coverage requirements apply as described below. The policy(ies) shall also contain or be endorsed to contain a provision that coverage shall apply on a primary and noncontributory basis to OCFA before OCFA's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured. A severability of interests provision must apply for all the additional insureds, ensuring that Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability.

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

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

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

#### **6.4.1 CGL, Auto and Pollution Liability Endorsements.**

The policy or policies of insurance required by this Agreement for CGL, Automobile and Pollution Liability Insurance shall be endorsed as follows:

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

##### **6.4.1.1.1 Additional Insured Endorsements:**

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

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

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

**6.4.2.1 Pre-Payment of Policy Premium.** If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

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

**6.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision

whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal). OCFA acknowledges that the Firm is subject to a \$250,000 deductible under its General Liability and Pollution Liability policies.

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

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

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

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

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

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

of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

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

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

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

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

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

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



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

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

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

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

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

## **6.12 Indemnification.**

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including

without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

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

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

## **7. RECORDS AND REPORTS**

### **7.1 Reports**

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

### **7.2 Records**

Firm shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and upon 72-hours advance notice, enable the Contract Officer to evaluate the performance of such Services for the purpose of compliance with the terms and conditions included in this Agreement. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records, including the right to inspect, copy, audit and make records and transcripts from such records.

### **7.3 Omitted**

### **7.4 Release of Documents**

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

### **7.5 Confidential Materials**

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

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

## **8. ENFORCEMENT OF AGREEMENT**

### **8.1 California Law**

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

### **8.2 Waiver**

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

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

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

### **8.4 Legal Action**

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

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

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination

is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer thereafter.

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

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

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

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

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

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

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

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

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

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

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality**

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

### **10.2 Notice**

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

Orange County Fire Authority  
Attention: Sara Kennedy  
1 Fire Authority Road  
Irvine, CA 92602

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

To Firm:

Nori Yokozuka, General Counsel  
8000 Maryland Ave, Suite 350  
Clayton, MO 63105

### **10.2 Integrated Agreement**

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

### **10.3 Amendment**

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

### **10.4 Severability**

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



clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

#### **10.5 Corporate Authority**

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

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

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Sara Kennedy, CPPB  
Purchasing Manager

**“FIRM”**

**PERIMETER SOLUTIONS LP**

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

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

Edward Goldberg  
Chief Executive Officer

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

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

Nori Yokozuka  
General Counsel

## **EXHIBIT "A"**

### **Scope of Services to be Provided**

#### **A.1 CONTRACT PERIOD**

One hundred sixty-five (165) days commencing June 24, 2022.

#### **A.2 PROJECT DESCRIPTION**

Purpose: To provide applicable equipment, retardant product, and personnel to support daytime and mobile night refilling of fixed-tank helicopters with USFS qualified long-term retardant.

Scope: Orange County Fire Authority (OCFA) has requested Perimeter Solutions to provide applicable equipment and USFS qualified long-term retardant during 2022 to support 2 CH-46 & 1 S-61 aircraft as needed. Perimeter Solutions will provide equipment for mixing and delivery of fire retardant into aircraft between the hours of 8am and 8pm with potential additional hours or extended night operations. Exact response times are based on ordering time, location, and fire congested area logistics.

Items to be provided by Perimeter Solutions based on response time:

- Mobile Retardant Helicopter Base dedicated for MAP (mandatory availability period)
- PHOS-CHEK 259-Fx USFS Qualified Product List (QPL) fixed tank helicopter approved
- Equipment, Freight & Labor (5 personnel) to support up to 90,000 gallons per 12-hour operational period.

Operational Requirements Provided by Orange County:

- Must have pre-designated area large enough to allow safe accessibility and operations of heavy equipment. (ex. A Football field).
- Water at a minimum rate of 350+ Gallons per Minute (GPM) to the MRB. This may include providing water from: water tenders, pressurized source or, drafting source.
- The MRB site will be at least 300 feet from any waterway, including seasonal lakes or streams, if water is present
- Any mixed or residual retardant is deemed the property of acting Agency, the Agency will work with Perimeter Solutions for effective use or relocation of mixed product.

#### **A.3 PRICING**

Firm will provide a mobile retardant base in the manner and at the rates as specified in the proposal and detailed in the table below. The daily standby rate includes availability of the Firm from the period of 0800 – 2000 hours. Operations after this period will be subject to overtime rates up to the daily maximum.

Item	Description	Rate
Mobile Retardant Base – Standby	Daily Operating Shift (12-Hr)	\$7,000
Mobile Retardant Base - OT	Hourly (up to a Daily Maximum of \$14,000)	\$2,000
Phos-Chek 259-Fx	Based on the 2022 USFS Price List. Product deemed sold once mixed.	Actual
Transportation for Four Trucks	Estimated \$2,000 one-way per truck	Actual
Additional Options	Description	Rate
Water Tender	Daily Operating Shift (12-Hr)	\$2,000
Fixed Location Dip Tank & Containment Berm – Staffed	Daily Operating Shift (12-Hr)	\$800
Fixed Location Dip Tank & Containment Berm – Unstaffed	Daily Operating Shift (12-Hr)	\$500

## OCFA Sole Source Request Form

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

### SECTION I - INSTRUCTIONS

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

### SECTION II – REQUEST INFORMATION

<b>Department/Section:</b> Special Operations	<b>Requested By:</b> Tim Perkins	<b>Date:</b> 6/2/222
<b>Recommended Vendor:</b> Perimeter Solutions LP	<b>Vendor Contact:</b> Wes Bolsen	<b>Vendor's E-mail Address:</b> wes.bolsen@perimeter-solutions.com
<b>Vendor Address:</b> 8000 Maryland Ave, Ste. 350, Clavton, MO 63105		<b>Vendor's Telephone #:</b> (650) 387-9962
<b>Type of Contract:</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	<b>Contract Term (Dates):</b> June 24, 2022 - December 6, 2022	<b>Contract Amount:</b> \$1,655,000
<b>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</b>		<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### SECTION III – JUSTIFICATION

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

Perimeter Solutions provides long-term fire retardant and a mobile retardant mixing plant that will be available to respond with the Quick Reaction Force (QRF) program. The retardant will be mobilized with the aircraft as requested and will enable the helitanker and very large helitankers to hover-fill retardant for night drops.

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

Perimeter Solutions is the manufacturer and sole distributor for Phos-Chek 259. This product is the only retardant that is approved by the United States Forest Service to be dropped by fixed-tank aircraft that will be utilized in the QRF program. Cal FIRE also relies on the Federal list for the Federal Environmental Impact Statements and state CEQA environmental approvals for the application of long-

**SECTION III – JUSTIFICATION (continued)**

term retardants. Perimeter Solutions is the only company with the mobile equipment and knowledge required to safely mix the retardant for use on the incident. Cal FIRE and the USFS also utilize these services, realizing a great benefit from having the dip site closer to the incident than the air base is typically situated. See attached sole source letter.

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

Pricing for the retardant is based on the USFS contract and is set at a fixed rate per gallon. Reimbursement will be requested from incidents for actual gallons of retardant used. The fixed cost to have the equipment and personnel standing by to respond are included in the funding provided by SCE. Any additional costs will be reimbursed by the incident.

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

The products and services provided by Perimeter Solutions are a part of the QRF program, which is intended to have a duration of 165 days.

**Sole Source Request Submitted by:**

REQUESTORS NAME	SIGNATURE	DATE
Tim Perkins		
DIVISION DEPUTY CHIEF/MANAGER NAME	SIGNATURE	DATE
Kenny Dossey		
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Brian Fennessy		

**Purchasing Manager's Comments:**

Phos-Chek 259 is currently the only retardant permitted to be dropped from the QRF helicopters. In the event future additional funding is provided by SCE, staff will review the market to determine whether additional competition is available or whether the sole source environment is maintained.

PURCHASING MANAGER'S APPROVAL	DATE
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE

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

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



## Confirmation Letter, Perimeter Solutions as Sole Source seller of PHOS-CHEK 259-Fx for Fixed-Tank Helicopter Application

May 25, 2022

This letter is to confirm that Perimeter Solutions is the sole manufacturer of the PHOS-CHEK 259-Fx product, and it can only be purchased from our company.

In addition, the United States Forest Service has only qualified a single product that can be applied from fixed tank helicopters in the United States on federal lands. This list is known as the Qualified Products List (QPL). "The QPL" is what CAL FIRE also utilizes in their reliance on the Federal EIS and state CEQA environmental approvals for the application of Long-Term Retardants.

The QPL Process is detailed in "[Forest Service Specification FS 5100-304d](#)" and provides the specific requirements for qualifying long-term retardants.

In Figure A below, it shows the continued sole listing of PHOS-CHEK 259-Fx for fixed helicopter application of long-term retardant. The most up to date QPL listing can be found on the United States Forest Service website at:

[https://www.fs.fed.us/rm/fire/wfcs/documents/2021-1005\\_qpl\\_ret.pdf](https://www.fs.fed.us/rm/fire/wfcs/documents/2021-1005_qpl_ret.pdf)

If you have further questions about this sole-source long-term retardant product for fixed-tank helicopter application, we would be happy to answer them.

Sincerely,

Wes Bolsen  
Director, Wildfire Prevention and Protection  
Perimeter Solutions  
Cell: 650-387-9962  
[Wes.Bolsen@perimeter-solutions.com](mailto:Wes.Bolsen@perimeter-solutions.com)

## Solutions That Save.

### PERIMETER SOLUTIONS - Fire Safety Group U.S.

10667 Jersey Blvd.  
Rancho Cucamonga, CA 91730  
Tel: +1 909 581 3400

1520 Brookfield Avenue  
Green Bay, WI 54313  
Tel: +1 920 593 9445

[perimeter-solutions.com](http://perimeter-solutions.com)





Figure A: USFS Qualified Products List (QPL) for application on federal lands



US Forest Service

Washington Office

Fire & Aviation Management

October 5<sup>th</sup>, 2021

### Long-Term Retardant for Wildland Fire Management

Qualified by US Forest Service in Accordance with Forest Service Specification 5100-304d

These products are evaluated, qualified, and approved for use only at the specified mix ratio with the indicated application equipment.

Consult individual agencies for specific policies relating to long-term retardant use.

Definition: Retardants contain salts that decrease fire intensity and slow advance of the fire, even after the water they contain evaporates.

Chemical	Mix Ratio (Pounds concentrate per gallon water)	Qualified Applications <sup>1</sup>				Ground Applied
		Fixed-Wing <sup>3</sup>		Helicopter		
		Multi Engine	SEATS	Fixed-Tank	Bucket	
Dry Concentrate - Gum-thickened; Permanent or Temporary Base						
Phos-Chek MVP-Fx	0.96 lb/gal	●	●	-	●	●
Phos-Chek MVP-F	0.95 lb/gal	●	●	-	●	●
Fortress FR-100	1.68 lb/gal	○	○	-	○	○
Dry Concentrate - Gum-thickened; Temporary Base						
Phos-Chek 259-Fx	1.01 lb/gal	●	●	●		●
Wet Concentrate - Gum-thickened; Permanent or Temporary Base						
Phos-Chek LC-95A-R	5.5:1	●	●	-	●	●
Phos-Chek LC-95A-Fx	5.5:1	●	●	-	●	●
Phos-Chek LC-95A-F	5.5:1	●	●	-	●	●
Phos-Chek LCE20-Fx	5.2:1	●	●	-	●	●
Fortress FR-200	2.4:1	○	○	-	○	○
Wet Concentrate - Gum-thickened; Temporary Base						
Phos-Chek LC-95-W	5.5:1	●	●	-	●	●
1 – Qualification Notes						
● Fully Qualified – Product complies with all requirements of a formal specification.						
○ Conditionally Qualified – Product complies with all requirements in the specification for laboratory evaluation; a field evaluation is required for full qualification.						
Δ Interim Qualified – Product complies with all interim requirements in Appendix A of the specification; final results and a field evaluation is required for full qualification.						
2 – Pretreatment category has not been evaluated for durability and weathering.						
3 – CAUTION: When switching between Fortress and Phos-Chek products, rinsing the tank and outside of the airtanker is required. Cross-mixing of these products may increase maintenance time and cleaning.						

#### PERIMETER SOLUTIONS - Fire Safety Group U.S.

10667 Jersey Blvd.  
Rancho Cucamonga, CA 91730  
Tel: +1 909 581 3400

phos-chek.com

1520 Brookfield Avenue  
Green Bay, WI 54313  
Tel: +1 920 593 9445

solbergfoam.com

perimeter-solutions.com



**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 23<sup>rd</sup> day of June, 2022 by and between the Orange County Fire Authority, a joint powers agency created pursuant to the California Joint Exercise of Powers Act (Gov't Code §§ 6500 *et seq.*) ("OCFA"), and \_\_\_\_\_, an individual ("Contractor"). OCFA and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA requires the services of a qualified Contractor to provide Air Tactical Group Supervisor services in support of incident goals and objectives, hereinafter referred to as "Project"; and

WHEREAS, Contractor is fully qualified and certified to provide the necessary services for the Project and desires to provide such services; and

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

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

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services**

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the Scope of Services, attached hereto as Exhibit "A", which includes by reference and by addendum any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Contractor warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that he/she possesses a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Scope of Services, and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the Scope of Services shall govern, in that order.

## **1.2 Compliance with Law**

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

## **1.3 Licenses and Permits**

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

## **1.4 Familiarity with Work**

By executing this Agreement, Contractor warrants that he/she (a) has thoroughly investigated and considered the Work to be performed, (b) has carefully considered how the Work should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement.

## **1.5 Care of Work**

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

## **1.6 Additional Services**

Contractor shall perform services in addition to those specified in the Scope of Services when directed to do so in writing by the OCFA Purchasing Manager, provided that Contractor shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent (15%) of the agreement amount 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.

## **2. TIME FOR COMPLETION**

The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the schedules set forth in the Scope of Services. Contractor 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 Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

### **3. COMPENSATION OF CONTRACTOR**

#### **3.1 Compensation of Contractor**

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the pricing set forth in the Scope of Services (Exhibit "A") in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000).

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

The Contractor shall invoice OCFA twice a month, the 1st and 16th, for the previous 15 day period. The Contractor shall submit to OCFA in the form approved by OCFA's Finance Manager, an invoice for Services rendered prior to the date of the invoice. OCFA shall pay Contractor for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within fifteen (15) days of receipt of Contractor's invoice.

#### **3.3 Changes**

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

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

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor'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 the Scope of Services (Exhibit "A"). The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

#### **4.3 Force Majeure**

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

#### **4.4 Term**

This Agreement shall continue in full force and effect during the period from June 24 through December 6, 2022 ("Initial Term"), except as may be extended at the sole discretion of OCFA, and unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement.

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

#### **5.1 [Reserved]**

#### **5.2 Contract Officer**

The Primary Contract Officer shall be Tim Perkins, Division Chief – Special Operations, and the Secondary Contract Officer shall be Brian Fennessy, Fire Chief, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

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

**5.3.1 No Subcontracting Without Prior Approval.** The experience, knowledge, capability and reputation of the Contractor were a substantial

inducement for OCFA to enter into this Agreement. Therefore, Contractor shall not contract with any other individual or entity to perform in whole or in part the Services required hereunder.

#### **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, an OCFA employee. During the performance of this Agreement, Contractor shall act in an independent capacity and shall not act as an OCFA officer or employee. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor, except as set forth in this Agreement. Contractor, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

**5.4.2** Contractor 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 Contractor in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing any Work or Services hereunder.

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

##### **5.6.1 [Reserved]**

**5.6.2** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor 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 any employee retirement system as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for employee retirement system benefits.

### **6. INSURANCE AND INDEMNIFICATION**

**6.1 Compliance with Insurance Requirements.** 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 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 meet all requirements herein.

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

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

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

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

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

be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

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

**6.2.2 Automobile Liability Insurance.** Contractor shall maintain, in full force and effect throughout the term of this Agreement, a policy of personal Automobile liability insurance in compliance with all statutory requirements applicable in the State of California.

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

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

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

**6.4.1 [Reserved]**

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

**6.4.2.1 Pre-Payment of Policy Premium.** If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Contractor shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

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

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

**6.6 [Reserved]**

**6.7 Evidence of Coverage.** Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Contractor by this Section 6. 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.

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

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

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

been provided through another insurance company or companies meeting all requirements of this Agreement.

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

**6.9 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 Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

**6.10 [Reserved]**

**6.11 Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

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

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

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

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

OCFA for any losses resulting from its failure to timely comply with the requirements of this Agreement.

#### **6.11.5 [Reserved]**

**6.11.6** Contractor 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.

### **7. RECORDS AND REPORTS**

#### **7.1 Reports**

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

#### **7.2 Records**

Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

#### **7.3 Ownership of Documents**

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein.

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

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

## **7.5 Confidential Materials**

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

## **8. ENFORCEMENT OF AGREEMENT**

### **8.1 California Law**

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

### **8.2 Waiver**

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

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

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

### **8.4 Legal Action**

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



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

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

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

## **8.6 Termination for Default of Contractor**

[Reserved]

## **8.7 Attorneys' Fees**

[Reserved]

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

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

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

## **9.2 Covenant Against Discrimination**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality**

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

### **10.2 Notice**

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

Orange County Fire Authority  
Attention: Sara Kennedy  
1 Fire Authority Road  
Irvine, CA 92602

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

To Contractor:

Name  
Address

### **10.2 Integrated Agreement**

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

### **10.3 Amendment**

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

### **10.4 Severability**

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

### **10.5 Corporate Authority**

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

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

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Sara Kennedy, CPPB  
Purchasing Manager

**“CONTRACTOR”**

**CONTRACTOR NAME**

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

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

Name  
Title

EXHIBIT "A"  
**Scope of Services**

**A1. Air Tactical Group Supervisor (ATGS) Position**

**A1.1 Position Overview**

**A1.1.1** As described in the "Standards for Aerial Supervision", as published by the National Wildfire Coordinating Group, "The ATGS coordinates incident airspace and manages incident air traffic. The ATGS is an airborne firefighter who coordinates, assigns, and evaluates the use of aerial resources in support of incident objectives. The ATGS is the link between ground personnel and incident aircraft. The ATGS must collaborate with ground personnel to develop and implement tactical and logistical missions on an incident. The ATGS must be proactive in communicating current and expected fire and weather conditions. The ATGS must provide candid feedback regarding the effectiveness of aviation operations and overall progress toward meeting incident objectives. The ATGS must also work with dispatch staff to coordinate the ordering, assignment, and release of incident aircraft in accordance with the needs of fire management and incident command personnel.

**A1.1.2** On Initial Attack (IA) incidents (Type 4 and 5), the ATGS will size up, prioritize, and coordinate the response of aerial and ground resources until a qualified Incident Commander (IC) arrives. On complex incidents (Type 1, 2, or 3), the ATGS will coordinate and prioritize the use of aircraft between several divisions or groups while maintaining communications with operations personnel and aircraft bases (fixed- or rotor-wing).

**A1.1.3** In the Incident Command System (ICS), the ATGS works for the IC on initial attack and the Operations Section Chief (OSC), Air Operations Branch Director, or operational designee on extended attack. The ATGS supervises the Leadplane Pilot (LPIL), Aerial Supervision Module (ASM), and the Helicopter Coordinator (HLCO) positions when activated. The ATGS may operate from an airplane or helicopter.

In the event the ATGS is utilized in an Aerial Supervision position subordinate to the ATGS position, HLCO (Helicopter Coordinator) or AITS (ASM Air Tactical Supervisor) the ATGS will perform those job duties as described in the current NWCG "SAS" (National Wildfire Coordinating Group "Standards for Aerial Supervision".

**A1.2 Position Requirements**

At a minimum, ATGS must possess previously held fire chief officer status and possess and maintain wildland Incident Qualifications and Certification System (IQCS) qualifications for the position of Division Supervisor and/or Air Tactical Group Supervisor.

## **A.2 ATGS Responsibilities**

### **A2.1 Incident Response**

**A2.1.1** The ATGS will respond as part of the aircrew with the aircraft to wildland and all-hazards incidents. The ATGS will perform the duties described above and contained within the “Standards for Aerial Supervision”, as published by the National Wildfire Coordinating Group, in coordination with the Primary or Secondary Contract Officer and/or third parties providing air operations services, as directed by OCFA. The ATGS must be available at the site of the aircraft.

**A2.1.2** The ATGS will provide wildland fire subject matter expertise for pre-attack, initial attack, and extended attack functions. Pre-attack services include evaluation of staffing, familiarization with maps, identification of potential cooperators, and other readiness activities.

**A2.1.3** As delegated by OCFA, the ATGS will ensure day to day contract compliance on assigned aircraft and is responsible for communicating any discrepancies or recommendations to the Primary and/or Secondary Contract Officer.

### **A2.2 Communications**

**A2.2.1** As required by OCFA, the ATGS may serve as the primary point-of-contract (POC) with the OCFA Emergency Command Center for daily status and dispatching to initial attack response.

**A2.2.2** The ATGS is responsible for developing and delivering pre and post incident briefings and After Action Reviews (AAR) for the air crews. Pre-incident briefings may include weather updates, incident status, pending orders, and other information as may be necessary to ensure all crew members required to deploy are able to.

**A2.2.3** The ATGS is responsible for inter cockpit Crew Resource Management (CRM) with OCFA and third party provider crews, as applicable, for the purpose of fostering cohesive team function during the execution of incident objectives.

### **A2.3 Deliverables for IAA Aircraft**

The ATSG will assist with the development of Incident Awareness and Assessment (IAA) deliverables for fire incidents. Deliverables may include maps, files for the Geographic Information Systems section, and infrared video, which will be provided to the incident. The ATSG will ensure the deliverables meet the specifications of what is required by the incident.

## **A2.4 Training**

As requested by OCFA, provide informal and formal National Wildfire Coordinating Group (NWCG) wildland fire instruction. Informal training will be delivered during the course of the daily shift. Formal, classroom-style training will be scheduled and delivered outside the standard shift schedule.

## **A2.5 Schedules**

**A2.5.1 Daily Shift.** The daily shift is twelve (12) hours, and will be coordinated through the Primary or Secondary Contract Officer.

**A2.5.2 Aerial Firefighting Programs.** Contractor services will be utilized in various aerial firefighting programs, which may operate from multiple locations including, but not limited to, the Joint Forces Training Base in Los Alamitos, California, and/or other locations throughout California. Program operations may include a requirement for twelve (12) or twenty-four (24) hour availability. Multiple programs may be in place simultaneously. The ATGS must be available on site at the designated base of operations, or other location as directed, for the duration of the daily shift.

**A2.5.3 Staffing Coordination.** The ATGS is responsible for coordinating all contract aircrew availability to ensure staffing is sufficient to meet the respective daily twelve (12) hour or twenty-four (24) hour availability requirements. The ATGS must communicate schedules and proposed changes to schedules to the Primary or Secondary Contract Officer.

## **A3. Compensation**

### **A3.1 Daily Rate**

**A3.1.1 Standard Shift.** The daily rate for the standard twelve (12) hour shift is \$2,000 and includes, but is not limited to, all staffing coordination activities, ATGS duties, informal training provided during the shift, formal training, and full day support for additional services as requested by OCFA. Contractor is responsible for travel to and from the work location, food, and lodging. Hours worked totaling less than the daily rate will be compensated at one twelfth (1/12) the daily rate at one hundred sixty-six dollars (\$166) per hour.

**A3.1.2 Holdover (Extended Staffing).** In the event that holdover beyond the standard shift is required due to incident activity, services provided in excess of twelve (12) hours will be charged at one hundred sixty-six dollars (\$166) per hour.



**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 23<sup>rd</sup> of June, 2022 by and between the Orange County Fire Authority, a joint powers agency created pursuant to the California Joint Exercise of Powers Act (Gov't Code §§ 6500 *et seq.*) ("OCFA"), and Scott Jones, an individual ("Contractor"). OCFA and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA requires a qualified Contractor to deliver project management and support services; and

WHEREAS, based on Contractor's qualifications and experience, Contractor is capable of providing the required personnel and desires to provide such services; and

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

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

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services**

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the Scope of Services, attached hereto as Exhibit "A", which includes by reference and by addendum any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Contractor warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that he/she possesses a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Scope of Services, and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the Scope of Services shall govern, in that order.

## **1.2 Compliance with Law**

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

## **1.3 Licenses and Permits**

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

## **1.4 Familiarity with Work**

By executing this Agreement, Contractor warrants that he/she (a) has thoroughly investigated and considered the Work to be performed, (b) has carefully considered how the Work should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement.

## **1.5 Care of Work**

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

## **1.6 Additional Services**

Contractor shall perform services in addition to those specified in the Scope of Services when directed to do so in writing by the OCFA Purchasing Manager, provided that Contractor shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent (15%) of the agreement amount 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.

## **2. TIME FOR COMPLETION**

The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the schedules set forth in the Scope of Services. Contractor 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 Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

### **3. COMPENSATION OF CONTRACTOR**

#### **3.1 Compensation of Contractor**

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the pricing set forth in the Scope of Services (Exhibit "A") in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000).

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

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

#### **3.3 Changes**

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

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

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor'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 the Scope of Services (Exhibit "A"). The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

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

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

##### **4.4 Term**

This Agreement shall continue in full force and effect during the period from June 24 through December 6, 2022 ("Initial Term"), except as may be extended at the sole discretion of OCFA, and unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement.

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

##### **5.1 [Reserved]**

##### **5.2 Contract Officer**

The Primary Contract Officer shall be Tim Perkins, Division Chief – Special Operations, and the Secondary Contract Officer shall be Brian Fennessy, Fire Chief, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

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

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

### **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, an OCFA employee. During the performance of this Agreement, Contractor shall act in an independent capacity and shall not act as an OCFA officer or employee. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor, except as set forth in this Agreement. Contractor, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

**5.4.2** Contractor 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 Contractor in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing any Work or Services hereunder.

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

#### **5.6.1 [Reserved]**

**5.6.2** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor 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 any employee retirement system as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for employee retirement system benefits.

## **6. INSURANCE AND INDEMNIFICATION**

**6.1 Compliance with Insurance Requirements.** 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 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 meet all requirements herein.

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

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

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

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



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

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

**6.2.2 Automobile Liability Insurance.** Contractor shall maintain, in full force and effect throughout the term of this Agreement, a policy of personal Automobile liability insurance in compliance with all statutory requirements applicable in the State of California.

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

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

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

**6.4.1 [Reserved]**

**6.4.2 Notice of Cancellation:** Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to

be suspended, voided, or cancelled because of Contractor's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

**6.4.2.1 Pre-Payment of Policy Premium.** If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Contractor shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

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

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

**6.6 [Reserved]**

**6.7 Evidence of Coverage.** Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Contractor by this Section 6. 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.

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

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

**6.7.3 Renewal/Replacement Policies.** At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with

the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

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

**6.9 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 Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

**6.10 [Reserved]**

**6.11 Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

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

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

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

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

**6.11.5 [Reserved]**

**6.11.6** Contractor 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.

**7. RECORDS AND REPORTS**

**7.1 Reports**

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

**7.2 Records**

Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

**7.3 Ownership of Documents**

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein.

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

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

#### **7.5 Confidential Materials**

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

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

#### **8.1 California Law**

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

#### **8.2 Waiver**

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

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

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

#### **8.4 Legal Action**

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

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

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

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

#### **8.6 Termination for Default of Contractor**

[Reserved]

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

[Reserved]

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

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

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

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

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any



person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality**

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

### **10.2 Notice**

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

Orange County Fire Authority  
Attention: Sara Kennedy  
1 Fire Authority Road  
Irvine, CA 92602

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

To Contractor:

Scott Jones  
1867 Virazon Drive  
La Habra, CA 90631

### **10.2 Integrated Agreement**

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

### **10.3 Amendment**

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

### **10.4 Severability**

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

clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

#### **10.5 Corporate Authority**

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

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

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

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

By: \_\_\_\_\_  
Sara Kennedy, CPPB  
Purchasing Manager

**“CONTRACTOR”**

**SCOTT JONES**

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

By: \_\_\_\_\_  
Scott Jones

EXHIBIT "A"  
**Scope of Services**

**A1. Program Manager Position**

**A1.1 Position Overview**

Contractor will be considered a Quick Reaction Force (QRF) Program Manager and provide on-demand 24/7 support. Contractor will serve as the primary point of contact for all movement of QRF aircraft, including initial attack dispatches, pre-positioning and diverts.

**A.2 Services**

**A2.1 Primary Duties**

- a) Coordinate with agencies such as Cal OES, Northern California Geographic Coordination Center (ONCC), and Southern California Geographic Coordination Center (OSCC) to establish and set mission priorities.
- b) Track and maintain status, availability and/or any limitations of personnel and aircraft.
- c) Serve as liaison between OCFA and the many distinct elements involved in the delivery and use of all QRF products.
- d) Coordinate with end users (agencies, departments, and incidents) to ensure their needs are being met.

**A2.1 Additional Services**

As requested by OCFA, Contractor shall make presentations, attend meetings, and provide briefings on program-specific information.

**A2.2 Schedules**

**A2.2.1 Daily Duties.** The daily duties will be coordinated through the Primary or Secondary Contract Officer.

**A2.2.2 QRF Program.** Contractor services will be utilized in the QRF program, which operates primarily from Southern California, but may operate anywhere in within the State of California. The operation will provide twenty-four (24) hour availability. Contractor will primarily provide services from a remote location. The location must provide for connectivity with phone and internet access. Contractor may be required to be available at a work site identified at the request of OCFA.

### **A3. Compensation**

#### **A3.1 Hourly Rate**

**A3.1.1 Standard Duties.** The hourly rate for the standard duties is \$166 and includes, but is not limited to, all staffing coordination activities, Program Manager duties, support services, informal training provided during the shift, formal training, and full day support for additional services as requested by OCFA. Contractor is responsible for travel to and from the work location, food, and lodging.

**A3.1.2 Additional Services.** The rate for additional services including, but not limited to, remote oversight of aviation platforms, and attendance at meetings, presentations, and other similar events will be charged at one hundred sixty-six dollars (\$166) per hour.

Southern California Edison Service Territory Map



**ORANGE COUNTY FIRE AUTHORITY**  
**QRF COST REIMBURSEMENT RATES**  
**EFFECTIVE June 24, 2022**

DESCRIPTION	2021/22 RATE	SOURCE	HOURLY/ DAILY
HELITANKER CH-47 (FLIGHT HOURS)	\$9,007.00	OCFA CONTRACTOR	Hourly
HELITANKER CH-47 (STANDBY)	\$1,400.00	OCFA CONTRACTOR	Hourly
HELICOPTER SIKORSKY S-76 (FLIGHT HOURS)	\$3,841.00	OCFA CONTRACTOR	Hourly
HELICOPTER SIKORSKY S-76 (STANDBY)	\$437.50	OCFA CONTRACTOR	Hourly
HELITANKER S-61 (STANDBY)	\$918.75	OCFA CONTRACTOR	Hourly
HELITANKER S-61 (FLIGHT HOURS)	\$5,420.00	OCFA CONTRACTOR	Hourly
MOBILE RETARDANT PLANT - OT (1)	\$2,000.00	OCFA CONTRACTOR	12-Hour Shift (operational period(s) (0800-2000; 2000-0800))
LARGE VEHICLE MILEAGE (Fuel Truck, Bus, Service Trailer)	\$4.43	OCFA CONTRACTOR	Per Mile
WATER TENDER (Perimeter Solutions) (2)	\$2,000.00	OCFA CONTRACTOR	12-Hour Shift (operational period(s) (0800-2000; 2000-0800))
MOBILE FIRE RETARDANT - PRODUCT (3)	Actual Cost	OCFA CONTRACTOR	Per Mixed Gallon
FREIGHT (Perimeter Solutions) (4)	Actual Cost	OCFA CONTRACTOR	Location and return to point of origin
MOBILE RETARDANT PLANT-OT (STANDBY) (1)	\$583.33	OCFA CONTRACTOR	12-Hour Shift (operational period(s) 0800-2000;2000-0800)
WATER TENDER (Perimeter Solutions - STANDBY) (2)	\$166.67	OCFA CONTRACTOR	12-Hour Shift (operational period(s) 0800-2000;2000-0800)
AIR TACTICAL GROUP SUPERVISORS (ATGS)	\$166.00	OCFA CONTRACTOR	Hourly
PROGRAM MANAGER	\$166.00	OCFA CONTRACTOR	Hourly

## Notes:

- (1) \$2,000 per hour (overtime) after initial 12-hr shift (12-hr daily shift paid by Edison), up to maximum of \$7,000/day if extended or if 24-hr operations in a location begins. Contract cycle of 6/24-12/6/2021 will be charged at the daily operating rate plus overtime or full day rates as utilized.
- (2) Requesting Agency must provide a water tender for Mobile Retardant Plant deployment. Requesting Agency can use an agency water tender or request through vendor.
- (3) Based on 2022 U.S.F.S. FOB Origin Price List of mixed per gallon.
- (4) Based on location, estimated at \$16,000 per incident (\$8,000 per delivery, \$8,000 return of unmixed/unsold product to point of origin).





**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Budget and Finance Committee Meeting**  
**June 8, 2022**

**Agenda Item No. 3C**  
**Discussion Calendar**

**Award of RFP# SK2489b Design-Build Services for OCFA Mission Viejo  
Fire Station #24 and Approval of Corresponding Budget Adjustments**

---

**Contact(s) for Further Information**

Jim Ruane, Assistant Chief  
Logistics Department

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

714.573.6801

Patrick Bauer, Property Manager  
Logistics Department

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

714.573.6421

**Summary**

This agenda item is submitted for approval to award a Design-Build Services Agreement for design-build services to replace Fire Station #24 in the City of Mission Viejo to EC Constructors, Inc. (ECC) in the amount of \$14,996,489, the top ranked firm as a result of a two-step solicitation process, RFSQ SK2489a and RFP SK2489b, and approval to increase the CIP Budget by \$3,000,000 resulting in a total Fire Station #24 project budget of \$16,000,000.

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTIONS:**

Review the proposed agenda item and direct staff to place this item on the agenda for the Board of Directors meeting on June 23, 2022, with the Budget and Finance Committee's recommendation that the Board of Directors:

1. Direct staff to increase the FY 2021/22 Fire Stations and Facilities CIP in the amount of \$3,000,000 for one-time additional funding for Fire Station #24 to add station capacity for both an Engine and Truck company.
2. Approve and authorize the Purchasing Manager to execute the proposed Design-Build Services Agreement for OCFA Mission Viejo Station #24 with EC Constructors, Inc. in an amount not to exceed \$14,996,489.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding of \$13,000,000 million is currently budgeted in the FY2021/22 CIP Budget for this station replacement project. This action results in a one-time appropriation and increase of \$3,000,000 in the Fire Stations and Facilities CIP, resulting in a total Station #24 Replacement project budget of \$16,000,000.

Increased Cost Funded by Structural Fire Fund: \$3,000,000

Increased Cost Funded by Cash Contract Cities: \$0

## Background

This project contemplates planning, design, demolition, and replacement of Fire Station 24, constructed in 1970. The project includes replacement construction of an approximate 10,000 square foot station on the current .98 acre site, and includes placement of a temporary fire station for continued 24/7/365 operations during construction. The station will house two companies, alleviate station overcrowding conditions, and improve the operational readiness of the station.

## Solicitation Process

In accordance with the provisions of the California Public Contract Code Sections 22160 – 22169, OCFA is authorized to utilize the design-build method of public project delivery to pre-qualify, select, and award an agreement to a Design-Build Entity (DBE) for the design and construction of public projects. On February 16, 2021 staff issued Request for Statements of Qualifications (RFSQ) SK2489a through which AMG & Associates, EC Constructors, Inc., and Erickson-Hall emerged as the three top-qualified firms. On November 1, 2021 staff issued Request for Proposals (RFP) SK2489b to the three pre-qualified firms with AMG & Associates and EC Constructors submitting proposals. As a result of the evaluation panel rankings, EC Constructors emerged as the overall top-ranked firm.

### Pre-Qualification Rankings:

Firm	Rank
AMG & Associates	1
EC Constructors, Inc.	2
Erickson-Hall	3
Barnhart-Reese Construction, Inc.	4
Robert Clapper Construction Services Inc.	4

### Final Proposal Rankings:

Firm	Price	Rank
EC Constructors, Inc.	\$14,996,489	1
AMG & Associates	\$14,784,520	2

Please see *Attachment 1 – Executive Summary* for detailed information regarding the solicitation and evaluation processes.

## Recommendation

During the proposal evaluation process and subsequent vendor interview, the EC Constructors design-build team demonstrated that they possessed the necessary experience, qualifications and familiarity with site-specific conditions to successfully complete the Fire Station 24 replacement project.

The primary reason for the recommendation to increase the Station #24 replacement project budget from \$13,000,000 to \$16,000,000 is to add capacity for a truck company. Currently, the truck company serving the community operates out of nearby Station #9 along with an engine company, with the station originally designed to house a single company. The expanded apparatus bay and support facilities for Station #24 will provide sufficient capacity for the truck company, while alleviating the overcrowding condition at Station #9.

As such, staff recommends approving the recommended actions as stated in this report to award the Design-Build Services Agreement to EC Constructors in the amount of \$14,996,489.

**Attachment**

1. Executive Summary
2. Proposed Design-Build Services Agreement with ECC – On file in the Clerk's Office

## **Executive Summary – Solicitation Process for Design-Build Services for OCFA Mission Viejo Fire Station #24**

In accordance with the provisions of the California Public Contract Code Sections 22160 – 22169, OCFA is authorized to utilize the design-build method of public project delivery to pre-qualify, select, and award an agreement to a Design-Build Entity (DBE) for the design and construction of public projects.

### **Phase One - Request for Statements of Qualifications (RFSQ) SK2489a**

#### Solicitation Process:

On February 16, 2021, staff issued RFSQ SK2489a for design-build services for the replacement of OCFA Mission Viejo Fire Station #24. A non-mandatory pre-submittal meeting was held on February 3, 2021 and representatives from fifteen firms attended. Final Statements of Qualifications (SOQs) were due March 17, 2021 and five submittals were received. Staff conducted an initial responsiveness review of submittals which included a review of Essential Requirements (Pass/Fail) and a Surety Declaration (Pass/Fail).

An evaluation team consisting of OCFA Logistics Division staff and a representative from the City of Mission Viejo evaluated the SOQs based on the criteria and point structure as defined in the RFSQ: DBE History (15 pts), Questionnaire (45 pts), Comparable Projects (20 pts), and References for Comparable Projects (20 pts). The Questionnaire included questions regarding the DBE's claim history, safety record and penalties and assessments. The Comparable Projects included specific criteria in order for a prior project to be considered: 1) Construction of a fire station in California, 2) Constructed in accordance with the Essential Services Buildings Seismic Safety Act of 1986 (CA Health and Safety Code Sections 16000 – 16023), and 3) Completed within the last ten years. Upon completion of the evaluation of the SOQs, AMG & Associates, EC Constructors, Inc., and Erickson-Hall emerged as the three top-ranked DBEs that would be invited to participate in Phase Two of the solicitation process.

#### Pre-Qualification Rankings:

<b>Firm</b>	<b>Rank</b>
<b>AMG &amp; Associates</b>	<b>1</b>
<b>EC Constructors, Inc.</b>	<b>2</b>
<b>Erickson-Hall</b>	<b>3</b>
Barnhart-Reese Construction, Inc.	4
Robert Clapper Construction Services Inc.	4

### **Phase Two - Request for Proposals (RFP) SK2489b**

On November 1, 2021, staff issued RFP SK2489b to AMG & Associates, EC Constructors, Inc. and Erickson-Hall, the top three pre-qualified firms from SK2489a, to select the DBE to provide design-build services for Station #24. A mandatory pre-proposal site visit was held on November 8, 2021 providing the firms the opportunity to inspect both the location of permanent Station 24 and the location where temporary Station 24 was anticipated to be constructed. An additional follow-up teleconference was held

on November 9, 2021 so firms could discuss the project with stakeholders from the City of Mission Viejo. All three firms attended both meetings.

Final proposals were due on January 13, 2022 and AMG & Associates and EC Constructors submitted offers. The third pre-qualified firm elected to withdraw from the process citing concerns with current market conditions and the risks associated with rising construction costs and the potential for unforeseen conditions in comparison to the standard public agency budgeting process. Because of the timing of when this firm withdrew from the solicitation process, it was not feasible to include additional firms in the RFP. Staff reviewed the two proposals received to ensure compliance with the RFP requirements, including the submittal of an original Bidder's Bond, and deemed both proposals responsive.

An evaluation team consisting of OCFA Logistics staff, OCFA Operations staff, and a representative from the City of Mission Viejo evaluated the proposals based on the criteria and point structure defined in the RFP: Minimum Design Requirements (40 pts), Quality of Design (20 pts), and Method of Approach (15 pts). Staff evaluated Pricing (25 pts) by calculating scores for the total contract price and also by conducting a basic Life Cycle Cost Analysis over a 15-year period for the proposed Fire Station, as required by the CA Public Contract Code. The evaluation panel held vendor interviews to further discuss the respective proposals, including project timelines, approach to project management, site considerations, and building design. Upon completion of the evaluations EC Constructors emerged as the top-ranked firm.

Final Proposal Rankings:

Firm	Price	Rank
<b>EC Constructors, Inc.</b>	<b>\$14,996,489</b>	<b>1</b>
AMG & Associates	\$14,784,520	2

Recommendation for Award:

The EC Constructors design-build team demonstrated that they possess the necessary experience, qualifications and familiarity with site-specific conditions to successfully complete the Fire Station 24 replacement project and is recommended for award of the Design-Build Services Agreement.



**4F: CONTRACT AGREEMENT****Orange County Fire Authority****Design - Build Contract****For****Mission Viejo Fire Stations 24**

This Design-Build Construction Contract ("Agreement") is entered into on the 23<sup>rd</sup> day of June, 2022 by the Orange County Fire Authority ("Authority"), a joint powers authority organized under the laws of the state of California, and EC Constructors Inc., a licensed California General Contractor hereinafter referred to as "Contractor". Authority and Contractor are sometimes collectively referred to in this Agreement as the "Parties" and individually referred to as a "Party."

**RECITALS**

The following recitals are a substantive part of this Contract:

- A. The Authority is a governmental entity providing fire and life safety services within Orange County, California.
- B. The Authority desires to construct using the design-build project delivery method, a Temporary Fire Station 24 and new/reconstructed Fire Station No. 24, Mission Viejo, located at 25862 Marguerite Parkway ("Project"). The Authority desires to have the Project constructed and developed in an integrated, functional, attractive, and energy efficient way so that the operational goals of the Authority can be achieved while ensuring that the Project will be an environmental, cultural, social, and governmental benefit to the neighboring communities.
- C. The Authority desires the combined design, engineering and construction services of an experienced professional, highly qualified design-build entity, expert in both full service architectural design and construction to act as the Authority's Design-Build Contractor in the development and construction of the Project. Contractor shall be responsible to complete all aspects of design, engineering and construction services and processes required to deliver a complete fire station as described in the plans and specifications approved by OCFA, attached here to as Section 5.
- D. Contractor represents that it has thoroughly investigated and considered the work to be performed; that it has carefully considered how the services should be performed; and that it fully understands the facilities, difficulties, and restrictions attending performance of the work required under this Agreement and the Contract Documents. Contractor warrants that it is able to expertly manage every aspect of design, engineering and construction, including management of its work forces, suppliers, and all subcontractors necessary to ensure the construction, development, and completion of the Project on time and within budget. Contractor further represents that it possesses a commitment to excellence and complete familiarity with all appropriate building methods and materials that will enable the Contractor to complete its obligations under this Agreement.
- E. The Contractor is ready, willing, and able to ensure that all work specified in the Contract Documents will be performed, installed, constructed, and completed in a professional and expert manner and that all such work will be completed on time and within budget.
- F. Contractor represents that it is regularly and appropriately licensed as a general Contractor and as an architect/engineer in the State of California and is qualified and expert in all respects to provide the required and desired work as generally described in these Recitals and more specifically described in the Contract Documents, and that its officers and employees,



suppliers, and subcontractors are sufficient in number and possess the knowledge, experience, and character necessary to qualify them individually as expert for the particular duties they are to perform.

Authority and Contractor agree to the following:

**1. Scope of Work.**

Contractor shall complete all functions and requirements required to design and construct the Project and will furnish all design, engineering, and construction including all supervision, labor, materials, equipment, tools, utility services, transportation and incidentals, including permits, fees and all costs needed to perform and complete all work required in connection with the construction and occupancy of the Project in strict accordance with the Contract Documents and each of its component parts as enumerated herein below.

**2. Contract Price.**

Authority shall pay to Contractor as full consideration for the faithful performance of the Agreement, the sum of Fourteen Million Nine Hundred Ninety-six Thousand, Four Hundred Eighty-nine Dollars (\$14,996,489). This sum is the total amount stipulated as a guaranteed maximum price, design-build cost in the Request for Proposal # SK2489b dated November 1, 2021, and the Contractor's responding Proposal. Payment shall be made as set forth in the General Conditions.

**3. Time of Commencement and Completion.**

Contractor will commence the work under this Agreement within ten days of the date of the Notice to Proceed and complete the work within seven hundred-thirty (730) consecutive calendar days from the date of the Notice to Proceed. As used in this Agreement, "complete" shall mean when all portions of the work have been completed or installed in accordance with the Plans and Specifications with a Certificate of Occupancy received by OCFA and a Notice of Completion recorded by the OCFA. The work may be deemed complete even if minor items require minor correction, if agreed to by OCFA.

**4. Contract Documents.**

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

- (1) SK2489b - OCFA Notice of Request for Proposals
- (2) SK2489b - Instructions to Offerors
- (3) SK2489b - Proposal Documents
- (4) SK2489b - Contract Documents
- (5) SK2489b - Technical Specifications
- (6) Special Conditions: Mission Viejo Fires Station 24 Approval Process and Guidelines
- (7) Drawings and Specifications, for Fire Stations 24 (produced by Contractor and approved by OCFA)
- (8) Contractor's Construction Schedule (produced by Contractor and approved by OCFA)
- (9) Supplemental Agreements amending or extending the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner.

All of the above component documents of the Contract Documents are complementary and any work required by one of the above documents shall be done as if required by all.

**5. Debarment and Suspension Certification.**

The Contractor's signature affixed hereto, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Contractor has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past ten (10) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past ten (10) years. Any exceptions to this certification must be disclosed to and approved by the Authority.

**6. Reserved.**

**[Signatures on Next Page]**

DRAFT

IN WITNESS WHEREOF, Authority and Contractor have executed this Agreement as of the date first set forth above.

**"CONTRACTOR"**

\_\_\_\_\_  
EC Constructors, Inc.  
Contractor's State License No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

By: Sherri Summers  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

If Contractor is a corporation, a Corporate Resolution and/or Corporate Seal is required.

**"AUTHORITY"**  
**ORANGE COUNTY FIRE AUTHORITY**

**ATTEST:**

By: \_\_\_\_\_  
David Shawver, Chair  
OCFA Board of Directors

\_\_\_\_\_  
Maria D. Huizar  
Clerk of the Authority

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David Kendig  
OCFA General Counsel

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



## **ORANGE COUNTY FIRE AUTHORITY**

### **REQUEST FOR PROPOSALS Design-Build Services for OCFA Mission Viejo Fire Station 24**

**DATE: November 1, 2021**

**RFP Number: SK2489b**

The Orange County Fire Authority (OCFA) is requesting proposals from the three highest ranking pre-qualified Design-Build Entities (DBE) to provide a temporary fire station, demolish the existing fire station, and to design and construct a replacement fire station to serve the city of Mission Viejo and surrounding areas. It is anticipated that all construction will be completed by 2023.

In accordance with the provisions of the California Public Contract Code Sections 22160 – 22169, OCFA is authorized to utilize the design-build method of public project delivery to pre-qualify, select, and award an agreement to a DBE for the design and construction of public projects. This solicitation is the second step in a two-step Design-Build process. Proposals shall be accepted from:

**AMG/LPA  
EC Constructors  
Erickson-Hall**

Proposals submitted by the three pre-qualified DBEs from the first step will be scored and ranked by a panel of OCFA subject matter experts and other project stakeholders. This project is a public work and is subject to compliance monitoring and enforcement by the DIR.

Only paper proposals will be accepted for this solicitation. There will be no public opening of proposals.

Paper proposals may be mailed or hand delivered to Orange County Fire Authority, Purchasing Department, 1 Fire Authority Road, Building C, Irvine, CA 92602 and received no later than the date and time specified. One (1) original hard copy and one (1) electronic copy in PDF or Word (on Digital Media), of the proposal shall be sent to the attention of the Purchasing Section, within said time limit, in a sealed envelope. The envelope should include the Offeror's Business Name, Proposal Item Number, and the Due Date.

Proposals will be received no later than **11:00 A.M.** Pacific Standard Time (PST) on **Thursday, December 16, 2021.**

**LATE SUBMITTALS WILL NOT BE ACCEPTED.**

A mandatory site inspection and pre-proposal conference is scheduled on **Monday, November 8, 2021 at 10:30 A.M.** Any questions concerning this Request for Proposals (RFP) can be submitted online via the Q&A module available through PlanetBids before **Monday, November 22, 2021 at 11:00 A.M.** 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]

**[Sara Kennedy]** | [Purchasing Manager]  
[sarakennedy@ocfa.org] | [(714) 573-6641]

**CONTENTS**

<b>SECTION 1: NOTICE OF REQUEST FOR PROPOSALS .....</b>	<b>3</b>
1A: ORANGE COUNTY FIRE AUTHORITY NOTICE OF REQUEST FOR PROPOSALS FOR DESIGN-BUILD SERVICES FOR OCFA MISSION VIEJO FIRE STATION #24 .....	3
1B: SOLICITATION INFORMATION .....	4
<b>SECTION 2: INSTRUCTIONS TO OFFERORS .....</b>	<b>12</b>
<b>SECTION 3: PROPOSAL DOCUMENTS .....</b>	<b>23</b>
3A: TRANSMITTAL PAGE .....	24
3B: BIDDER'S BOND .....	25
3C: CERTIFICATION OF PROPOSAL .....	27
3D: NON-COLLUSION AFFIDAVIT .....	29
3E: CONTRACTOR'S LICENSING CERTIFICATION .....	30
3F: PROPOSED SUBCONTRACTORS .....	32
3G: DESIGNATION OF SURETIES .....	33
3H: BIDDER'S CERTIFICATION OF COMPLIANCE WITH .....	34
3I: CERTIFICATION OF SITE EXAMINATION .....	35
3J: OFFER/COST PROPOSAL .....	36
3K: MINIMUM DESIGN REQUIREMENTS .....	39
3L: QUALITY OF DESIGN .....	40
3M: METHOD OF APPROACH .....	41
3N: PARTY AND PARTICIPANT DISCLOSURE FORMS .....	42
<b>SECTION 4: CONTRACT DOCUMENTS .....</b>	<b>47</b>
4A: TRANSMITTAL PAGE TWO – AWARD DOCUMENTS .....	48
4B: FAITHFUL PERFORMANCE BOND .....	49
4C: PAYMENT BOND .....	51
4D: AWARD CERTIFICATIONS .....	53
4E: IRS FORM W9 .....	54
4F: CONTRACT AGREEMENT .....	55
4G: GENERAL CONDITIONS .....	59
4H: GUARANTEE .....	109
<b>SECTION 5: TECHNICAL SPECIFICATIONS .....</b>	<b>110</b>
5A: MINIMUM SPECIFICATIONS FOR TEMPORARY FIRE STATION #24 .....	110
5B: PERFORMANCE SPECIFICATIONS FOR REPLACEMENT FIRE STATION #24 .....	111
5C: CONCEPTUAL DRAWINGS FOR REPLACEMENT FIRE STATION #24 .....	114
5D: EXAMPLES OF ANDALUSIAN DESIGN .....	115
5E: EXISTING FIRE STATION #24 AND SITE PLAN DRAWING .....	116
5F: FF&E FOR REPLACEMENT FIRE STATION #24 .....	117

## **SECTION 1: NOTICE OF REQUEST FOR PROPOSALS**

### **1A: ORANGE COUNTY FIRE AUTHORITY NOTICE OF REQUEST FOR PROPOSALS FOR DESIGN-BUILD SERVICES FOR OCFA MISSION VIEJO FIRE STATION #24**

=====

**ORANGE COUNTY FIRE AUTHORITY REQUEST FOR PROPOSALS: DESIGN-BUILD SERVICES** (SK2489b): Provide a temporary fire station and demolish and reconstruct a fire station in the city of Mission Viejo. Proposals will only be accepted from the three pre-qualified firms resulting from SK2489a. For official RFP documents visit: <https://www.planetbids.com/portal/portal.cfm?CompanyID=14773>. Proposals from the three firms will be accepted until December 16, 2021 AT 11:00 A.M.

=====

**Published:** Orange County Register

**FIRST PUBLICATION DATE:** November 5, 2021

**SECOND PUBLICATION DATE:** November 12, 2021



**1B: SOLICITATION INFORMATION****1. ABBREVIATIONS**

**Cal/OSHA:** State of California Department of Industrial Relations, Division of Occupational Safety and Health

**CSLB:** California Contractors State License Board

**DBE Member:** Any officer, partner, member, or firm that comprises the DBE

**DBE Participants:** Any consultant or subcontractor of the DBE

**DBE:** Design-Build Entity

**DIR:** California Department of Industrial Relations

**FF&E:** Fixtures, Furnishings and Equipment

**FS24:** Fire Station 24

**OCFA:** Orange County Fire Authority

**OSHA:** United States Department of Labor, Occupational Safety and Health Administration

**PCC:** California Public Contract Code

**RFOTC:** OCFA Regional Fire Operations Training Center

**RFP:** Request for Proposals

**RFSQ:** Request for Statements of Qualifications

**RME:** Responsible Managing Employee

**RMO:** Responsible Managing Officer

**SOQ:** Statement of Qualifications

**TFS24:** Temporary Fire Station 24

**2. OBJECTIVE**

OCFA is requesting proposals from the three pre-qualified DBEs to provide a temporary fire station and to design, demolish, and reconstruct existing Fire Station 24. This station serves the community of Mission Viejo, California and surrounding areas. The intent of this design-build solicitation is to produce a completed facility of commercial quality which will operate efficiently and without unreasonable architectural, structural, mechanical and electrical failure or deficiency throughout the expected life of the facilities. The design life required for the facilities shall be at least 50 years.

The OCFA intends to achieve the optimum value for the budget available within the desired schedule. The DBE that provides the best value within the allowable budget and is prepared to collaborate with the OCFA and its staff and consultants will be selected. The OCFA defines value in terms of exceeding minimum program requirements, excellence of design, durability of materials, and optimized life-cycle energy and maintenance costs.

Construction and demolition must be phased to avoid the interruption of essential services. The current budget allocation for the entire project is \$13.5 million dollars, inclusive of all project costs. The deliverable as a result of the award of a design/construction contract resulting from this RFP will be a fully furnished and functional Fire Station with a Certificate of Project Completion recorded with the County of Orange. Selection of the DBE will be in accordance with CA PCC Sections 22160 – 22169 and will be based on the best value offered, as determined at the sole determination of OCFA.

**3. MANDATORY SITE INSPECTION AND PRE-PROPOSAL CONFERENCE**

A mandatory pre-submittal conference is scheduled on **Monday, November 8, 2021 at 10:30 A.M. at FIRE STATION 24, located at 25862 MARGUERITE PARKWAY, MISSION VIEJO, CA.** This informational meeting will be held to allow questions or clarifications concerning OCFA's RFP process, and it will also be the DBEs' opportunity to discuss the City of Mission Viejo design requirements with the city of Mission Viejo. If you will be attending this meeting, please contact Jocelyn Casillas via e-mail at: [jocelyncasillas@ocfa.org](mailto:jocelyncasillas@ocfa.org) or by telephone at: (714) 573-6640 to reserve your spot.

#### 4. CONTRACTOR MINIMUM QUALIFICATIONS

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

- **Current and valid A & B Contractor's License issued by the California Contractor State License Board**
- **Current and valid California Department of Industrial Relations registration**
- **Minimum 10 years' experience providing the same or similar services**
- **Design-build fire station/public works experience and construction of prior OCFA fire stations are desired.**

#### 5. DUE DATE

Proposals will be received no later than **11:00 A.M. on Thursday, December 16, 2021**. Late proposals will not be accepted.

#### 6. PROPOSAL SUBMITTAL

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

Proposals 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 6 above. One (1) original hard copy (marked original) and one (1) electronic copy in PDF or Word (on electronic media) of the proposal must be submitted in sealed envelope. The envelope should include the DBE's Business Name, Solicitation Number, and the Due Date.

Any vendor who wishes his or her proposal 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 proposals will not be considered.** Proposals received after the scheduled submittal deadline will be returned unopened. Please note that there will be **no public opening of proposals**.

#### 7. INQUIRIES

Any questions related to the RFP shall be directed to the Assistant Purchasing Agent, Rothchild Ong. Questions and comments must be submitted via this RFP's Q&A module on the PlanetBids website no later than **11:00 A.M. on Monday, November 22, 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

Request for Proposal Issue Date	<b>November 1, 2021</b>
Mandatory Pre-Proposal Conference and Site Inspection	<b>November 8, 2021 at 10:30 A.M.</b>
Deadline to submit questions through Online Q&A	<b>November 22, 2021 at 11:00 A.M.</b>
Proposal Due Date	<b>December 16, 2021 at 11:00 A.M.</b>

The tentative schedule of important dates is for general guidance only, to provide the supplier an indication of OCFA's internal processes. Other than the Request for Proposal (RFP) Issue Date, the above dates and steps are subject to change without necessity of addendum.

## **9. PROJECT DESCRIPTION**

### **9.1 BACKGROUND**

OCFA is utilizing a two-step process to select and award a contract to a DBE to provide a temporary fire station and to design, demolish, and reconstruct existing Fire Station 24. This RFP is the second step of the process. Step one has been completed and the three (3) DBEs that have been prequalified to participate in this RFP are: AMG/LPA, EC Constructors, and Erickson-Hall.

The project includes all services necessary for the design, permitting and construction of OCFA Temporary Fire Station 24 and replacement Fire Station 24. The awarded DBE will be provided an approved site for TFS24. The Project's two sites will all be located within the City of Mission Viejo with the temporary fire station site to be determined jointly by OCFA and the City of Mission Viejo. The replacement station will be constructed on the existing site with all utilities and streets as in existing conditions. See Section 5E for existing station and site plan drawings.

Surrounding land uses near the proposed project site include residential development, commercial development, parks, and infrastructure in accordance with the City of Mission Viejo Planning and Development standards. The existing site is a currently operating fire station with existing utilities, infrastructure, and roadway with traffic controls.

The successful DBE will be afforded latitude for station design but must meet certain specifications and requirements stipulated by OCFA. Requirements include room dimensions, certain adjacencies, equipment and other performance specifications. The Project design and materials will be functional as well as compatible with the character of the surrounding community and the theme established by the City of Mission Viejo Planning and Development Departments. Additional detail will be provided by the City of Mission Viejo during the non-mandatory pre-proposal conference.

### **9.2 PROJECT BUDGET & ESTIMATES**

The estimate for the project is \$13.5 million, including all project components, and is based upon a 14,000 square foot concept. A minimum bonding capacity of \$13.5 million for each of the required payment and performance bonds is required in response to this RFP. FF&E is estimated at \$225,000 for the temporary station and at \$750,000 for the permanent station.

## **10. CONTRACTOR RESPONSIBILITIES**

### **10.1 MATERIAL AND LABOR**

In addition to a fully furnished and functional fire station with all attendant appurtenances, Contractor's proposal shall include all costs for labor, materials, supervision, general conditions, mobilization, special inspection, Orange County and community building permits, inspections, special inspections, any/all fees, including all regulatory compliance applications, fees, and permits. This shall include a site water quality management plan, acceptable to the County of Orange and the Regional Water Quality Control Board, the Santa Ana River Region, applications and permit(s) to operate. All costs and coordination for connection of utilities services shall be included. Fuel dispensing and emergency power generator shall be in compliance with South Coast Air Quality Management District and the California Air Resources Board.

Contractor shall provide all permits, fees, regulatory compliance applications, supervision, material, labor, tools, supplies, special inspections, fees, etc. to complete the project as described herein. See Section 5: Technical Specifications for detailed information on these requirements and additional components that must be included in Contractor's proposal and pricing.

### **10.2 SUBCONTRACTORS**

Regarding the hiring of subcontractors, and in accordance with CA PCC Section 22166:

*"(a)...All construction subcontractors that are identified in the SOQ, shall be afforded all the protections of Chapter 4 (commencing with Section 4100) of Part 1 [of the CA PCC]."*

*(b) Following award of the design-build contract, the design-build entity shall proceed as follows in awarding construction subcontracts with a value exceeding one-half of 1 percent of the contract price allocable to construction work:*

*(1) Provide public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the local agency, including a fixed date and time on which qualifications statements, bids, or SOQs will be due.*

*(2) Establish reasonable qualification criteria and standards.*

*(3) Award the subcontract either on a best value basis or to the lowest responsible DBE. The process may include prequalification or short-listing. The foregoing process does not apply to construction subcontractors listed in the original SOQ. Subcontractors awarded construction subcontracts under this subdivision shall be afforded all the protections of Chapter 4 (commencing with Section 4100) of Part 1."*

All subcontractors known at the time of submittal must be listed in Section 3F. All subcontractors hired after the RFP due date must be submitted to OCFA for verification of compliance with Section 3F.

#### **10.3 CSLB LICENSE**

Contractor and all known 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.

#### **10.4 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.

#### **10.5 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.

#### **10.6 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.

#### **10.7 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.

**11. OCFA RESPONSIBILITIES**

OCFA will coordinate with 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. OCFA will provide interior FF&E for the temporary Fire Station #24.

**12. DELIVERABLES****12.1 PROJECT COMPONENTS****12.1.1 TEMPORARY FIRE STATION 24 (TFS24)**

Contractor shall provide a temporary fire station at a preapproved designated location behind the former Steinmart in the Mission Viejo Shopping Center. The City of Mission Viejo shall provide a graded flat location for OCFA use. The temporary fire station shall contain, at a minimum, a secured exterior perimeter fence, exterior lighting, modular trailers, and secured covered apparatus parking. The modular trailers shall include, at a minimum, four (4) dorm rooms, two gender neutral (2) restrooms with showers, a kitchen/dining area, living space/office area. Modular trailers may be a large double wide or separate units divided into dorm/restroom/shower with adjacent kitchen/dining, living and office space, or any other feasible combination. Final layout is subject to OCFA review and approval. Contractor shall perform any necessary site work and connect all utilities to temporary fire station including water, sewer, electricity, gas (if applicable), phone and data lines. Any necessary surveying required to locate onsite utilities will be contractor/vendor responsibility. OCFA will outfit the interior of the temporary station, including providing the FF&E. Contractor shall be responsible for obtaining all necessary approvals and permits from the City of Mission Viejo. See Section 5A for minimum specifications of the temporary fire station design. TFS24 will support up to one company of four OCFA firefighters and one paramedic engine for operation 24 hours per day.

**12.1.2 REPLACEMENT FIRE STATION 24 (FS24)**

The new FS24 will probably be a two-story structure approximately 14,000 square feet in size, with four apparatus bays, office, working and living space for twelve personnel. See Section 5 for conceptual renderings of the minimum requirements the station must meet. These drawings are preliminary and may not accurately reflect required setbacks from the street and/or property lines from the neighboring HOA, which may impact the size and design of the station.

The station will also include twelve crew dormitory rooms, six crew bathrooms, a public accessible restroom, office spaces, work spaces, storage area for specialty urban search and rescue equipment, kitchen, dayroom, dining room and gym. Other appurtenances for the station include, but are not limited to, an elevator, a covered diesel refueling site, an emergency power generator capable of carrying full load of all site/station circuits, boundary walls/fencing with powered automatic vehicle gate, all furniture, fixtures, equipment, landscape and hardscape.

The replacement Fire Station 24 will be rebuilt on the existing fire station site located at 25862 Marguerite Parkway. The new Fire Station 24 will be designed in Andalusian style with some stone and/or brickwork required on the face (see Section 5D for examples). Additional design requirements will be provided by the City of Mission Viejo during the mandatory site inspection and pre-proposal conference.

**12.2 SPECIFICATIONS****12.2.1 MINIMUM SPECIFICATIONS**

This RFP includes function, program, design, performance, schedule and cost criteria that will be the basis for all subsequent design and construction services. These documents specify certain minimum requirements for space, adjacencies, equipment, and establish criteria and procedures to ensure the OCFA's program requirements are translated into functional facilities that will fully support their intended uses. This RFP is not intended to inhibit or limit the creativity of architects, engineers or design professionals engaged by the DBE in any way. Rather, it is intended to facilitate the design and construction process by providing all members of the DBE with a clear

understanding of OCFA's requirements and expectations. 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.

## **12.2.2 EQUIVALENT ALTERNATE ITEMS**

### **12.2.2.1 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 DBE 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 RFP deadline. Failure to do so may result in the proposal 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 proposal that includes such alternative(s) to be non-responsive.

### **12.2.2.2 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).

## **12.2.3 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.

## **12.3 PROJECT EXECUTION**

### **12.3.1 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.

**12.3.2 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.

**12.3.3 PROTECTION**

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

**12.3.4 REPAIR**

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

**12.3.5 ACCEPTANCE DOCUMENTATION**

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

**12.3.6 HEALTH AND SAFETY**

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

**12.4 SCHEDULES AND TIMELINES****12.4.1 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.

**12.4.2 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.

**12.4.3 PROJECT TIMELINE**

OCFA anticipates that

- Project work will begin 10 days after the agreement and all other required award documents are received and approved by OCFA
- Project will be complete within 730 days

**13. MEETINGS**

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



**13.1 PRE-AWARD MEETING**

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

**13.2 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.

**13.3 PROJECT STATUS MEETINGS**

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

**13.4 ACCEPTANCE**

Meetings regarding project acceptance and warranty punch list items.

**13.5 ADDITIONAL**

Other meetings deemed necessary by OCFA for contract compliance.

## **SECTION 2: INSTRUCTIONS TO OFFERORS**

### **14. 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, DBE is required to complete the Party and Participant Disclosure Forms provided in Appendix F of this RFP and submit as part of the proposal, if applicable. DBE is required to submit only one copy of the completed form(s) as part of its proposal. This/these form(s) should be included in the original proposal. The DBE and subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the DBE 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.

### **15. AMENDMENT OF REQUEST FOR PROPOSAL**

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 RFP is released. The DBE shall acknowledge receipt of an amendment to this Request for Proposals on the submittal. The OCFA reserves the right to revise the RFP documents prior to the due date. Revisions, if any, shall be made by written Addenda.

**15.1** 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 DBEs will be notified by e-mail when an addendum is posted to PlanetBids.

**All Addenda issued before the time proposals are due shall form part of the contract documents. It is the DBE's responsibility to be familiar with Addenda issued. OCFA may deem any proposal that fails to acknowledge all Addenda to be non-responsive. DBEs must acknowledge the Addenda in writing.**

### **16. INTERPRETATION OF RFP DOCUMENTS**

Discrepancies in, and/or omissions from the Specifications or other RFP 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 of Request for Proposals. The person submitting the request will be responsible for its prompt delivery.

Any interpretation of the RFP documents will be made only by addendum duly issued electronically to each DBE registered on the prospective DBE'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 proposal documents to any DBE, and no DBE should rely on any such oral interpretation.

### **17. EVALUATION PROCESS**

A response to this Request for Proposal is an offer to contract with OCFA based upon the scope of work contained in OCFA's Request for Proposal and the terms and conditions set forth in the Contract Agreement template, attached hereto in Section 4. Award will be made to the DBE(s) submitting the most advantageous proposal(s) after consideration of all Evaluation Criteria set forth in this solicitation. The award will be made in the best interests of OCFA after all factors have been evaluated.

OCFA will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all required attachments and submissions. The OCFA will reject any proposals that are submitted late. Failure to meet the specifications, project timeline, product availability, or other requirements may result in rejection. All proposals appearing to be responsive will be reviewed by an evaluation committee comprised of OCFA staff and external subject matter experts/stakeholders as required for compliance with the scope of work. DBEs should respond to all requirements in the order in which they are presented. Proposals must fully address the evaluation factors and the firm's ability to provide services as outlined in the scope of work.

## **17.1 PHASE ONE EVALUATION CRITERIA: PAPER PROPOSAL**

### **17.1.1 Minimum Design Requirements (maximum points 40):**

This criterion assesses how well the DBE responds to and demonstrates understanding of the RFP and how well the service offered meets the required specifications and objectives in the solicitation including:

- Quality of features, furniture, fixtures and equipment
- Compliance with the Mission Viejo design plan
- OCFA Basis of Design
- Compliance with potential Fuel Modifications on adjacent HOA property

Information provided in response to Section 3K will be considered.

### **17.1.2 Quality of Design (maximum points 20):**

This criterion evaluates the overall excellence in design and engineering, innovation in energy efficiency and energy management, and any value added enhancements offered. Information provided in response to Section 3L will be considered.

### **17.1.3 Method of Approach (maximum points 15):**

This criterion evaluates the proposed level of service that will be provided throughout the term of the contract including: Proposed project scheduling, Meetings, Project Management Approach, Customer Service, and Proposed Subcontractors. Information provided in response to Section 3M and 3F will be considered.

### **17.1.4 Pricing (maximum points 25):**

This score will be based upon the information provided in response to 3J – Offer/Cost Proposal. The pricing score for each proposal will be calculated using the following formula:

**17.1.4.1 Proposed Costs (Maximum 15 Points):** This will be calculated utilizing the formula below.

$$\frac{\text{Total Cost of Lowest Responsive Offer}}{\text{This Proposer's Total Cost}} \times 15 = \text{Awarded Points}$$

**17.1.4.2 Life Cycle Cost Analysis (Maximum 10 Points):** This will be calculated utilizing the formula below.

$$\frac{\text{Life Cycle Cost of Lowest Responsive Offer}}{\text{This Proposer's Life Cycle Cost}} \times 10 = \text{Awarded Points}$$

Because this proposal is negotiable, all pricing data will remain confidential until after award is made.

**17.2 PHASE TWO EVALUATION CRITERIA: INTERVIEW, REFERENCES, FIELD DEMONSTRATION**

OCFA reserves the right to conduct interviews with some or all of the DBEs during the evaluation process. OCFA may determine that interviews are not necessary. In the event interviews are conducted, information provided during the Phase Two process shall be evaluated in accordance with the stated criteria.

**OCFA shall not reimburse the DBE for costs associated with the Phase Two evaluation process. Interviews will be held at a time and place specified by OCFA.**

The DBE's key project team members will be invited to attend. The DBE should be prepared to discuss at the interview specific experience providing services similar to those described in the RFP, project approach, estimated work effort, available resources, and other pertinent factors which distinguish your firm from others. The following criteria and points will be used for the evaluation of Phase Two:

**17.2.1 Interview Presentation (maximum 25 points)****17.2.2 Interview Questions / Discussion (maximum 25 points)**

**OCFA may determine there is no need to conduct an interview.** If held, the interview will allow for a brief presentation by the DBE and include a Question and Answer portion. The score for the interview may reflect additional information or insight gained into the DBE's Minimum Design, Quality of Design, and Method of Approach.

The score achieved from Phase Two will be combined with the scoring from Phase One for a total. It is OCFA's intent to commence negotiations with the DBE(s) deemed most advantageous. OCFA reserves the right to re-evaluate the written proposal in light of any additional information provided in the interview and sample process.

**17.3 ADDITIONAL INFORMATION ABOUT THE EVALUATION PROCESS****17.3.1 Shortlist**

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

**17.3.2 Additional Investigations**

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

**17.3.3 Prior Experience**

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

**17.3.4 Overall Evaluation of the Proposal Response**

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

**17.3.5 Post-Proposal Discussions with DBEs**

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

**17.4 NEGOTIATIONS**

Because this proposal is negotiable, all pricing data will remain confidential until after award is made. OCFA may request a best and final offer from the top-ranking firms for further evaluation and consideration. Exclusive or concurrent negotiations may be conducted with responsible DBE(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. DBEs shall be accorded fair and equal treatment in conducting negotiations and

there shall be no disclosure of any information derived from proposals submitted by competing DBEs. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful DBE. In the event the OCFA deems that negotiations are not progressing, OCFA may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s). The DBE with the best ranking after negotiations will be recommended for award of the contract.

## **18. DISPUTES RELATING TO THIS REQUEST FOR PROPOSALS**

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

In the event a dispute arises regarding this RFP'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 <https://www.ocfa.org/Uploads/Purchasing/OCFA%20Purchasing%20Ordinance.pdf>.

## **19. WITHDRAWAL OF PROPOSAL**

### **19.1 PRIOR TO RFP DUE DATE AND TIME**

At any time prior to the specified due date specified in RFP Section 1, an DBE may formally withdraw the proposal by a written letter, facsimile or electronic mail from the DBE 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.**

### **19.2 AFTER RFP DUE DATE AND TIME**

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

- A mistake is made in the proposal; 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 proposal materially different than DBE intended it to be; and
- The mistake was made in filling out the proposal 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 DBE 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.

## **20. INDEMNIFICATION**

DBE 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 (DBE'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 DBE's submittal.

## **21. RESERVATIONS (RIGHTS RESERVED TO OCFA)**

OCFA reserves the right to reject any or all proposals or any part thereof; to reissue the solicitation; to reject non-responsive or non-responsible proposals; to reject unbalanced bids; to reject proposals where the terms, prices, and/or awards are conditioned upon another event; to reject individual proposals 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 DBE under consideration; to modify or amend this RFP in writing; to waive minor irregularities, defects, omissions, technicalities or form errors in any proposal. Waiver of one irregularity does not constitute waiver of any other irregularity. OCFA may seek clarification of the proposal from the DBE 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 proposal which, in its sole opinion, does not accurately reflect the cost to perform the work as compared to other proposals 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 DBE must ensure that each bid items contain a proportionate share of profit, overhead and other costs or expenses which will be incurred by the DBE. 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 DBE is licensed in accordance with the provisions of the State law.

The OCFA reserves the right to conduct discussions with DBEs for purposes including, but not limited to, eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

## **22. PRE-PROPOSAL CONFERENCE**

If scheduled, the date and time of a Pre-Proposal conference is indicated Section 1 of this document. Written minutes and/or notes will not be available. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

## **23. INSPECTION OF SITE**

Each DBE 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. The DBE shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy themselves as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the DBE. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

## **24. CONTRACTOR AND SUBCONTRACTOR LICENSING REQUIREMENTS**

DBE 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 RFP.

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 RFP documents to be nonresponsive, and the OCFA shall reject the proposal. The OCFA shall have the right to request evidence of all valid license(s) currently held by the DBE and each of the subcontractors listed in the proposal before awarding the contract. In such cases, DBEs 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.

**25. 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 known at the time of submittal must be identified on the proposal; **failure to do so may result in the proposal 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.

**26. 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>**

**27. 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.

## **28. CONTRACT**

A response to this RFP is an offer to contract with OCFA based upon the terms, conditions, and specifications contained within this document, all Addenda, and the Contract Agreement and General Conditions, attached hereto in Section 4. Submission of a proposal confers on the DBE no right to an award or to a subsequent contract. No binding contract will exist between the DBE and the OCFA unless and until the OCFA executes a written contract or purchase order.

## **29. RFP DOCUMENTS & FORMS**

Proposals are to be prepared using the RFP forms which are included in this RFP Document. Proposals 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 DBEs are required to submit all the forms listed in the Proposal Documents. Failure to do so may result in the rejection of the proposal.

## **30. PREPARATION OF PROPOSAL**

All proposals shall incorporate the forms provided in this RFP document. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

The RFP forms and any solicitation amendments must be signed and returned with the proposal. The forms submitted shall be signed by a person authorized to submit an offer. Authorized signature on the RFP forms shall constitute an irrevocable offer to provide services specified herein. DBE shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- The authorized person signing the proposal shall initial all interlineations, annotations, deletions, alterations, erasures and other modifications on the proposal.
- Periods of time, stated as days, shall be in calendar days.
- It is the responsibility of all DBEs to examine the entire Request for Proposals package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after the due date and time.
- OCFA shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- DBE 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 DBE shall submit its proposal in strict conformity with the requirements of the RFP documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a proposal may render it non-responsive and may cause its rejection. DBEs shall not delete, modify, supplement printed matter on the RFP forms.
- **Verbal, telephonic, facsimile, email or other electronic proposals or modifications will not be considered.**

**31. PROPOSAL CERTIFICATION**

By signature on the RFP Response Forms, DBE certifies:

- The DBE has thoroughly examined and become familiar with the requirements of this RFP;
- Clear understanding of the rules as defined in this RFP and compliance with all terms and conditions specified herein;
- The DBE is an authorized and/or certified retailer and/or installer of the specified items;
- The submission of the proposal did not involve collusion or other anti-competitive practices;
- The proposal is compliant with all state and federal laws;
- The DBE will not discriminate against any employee or applicant for employment in violation of Federal or State law;
- The DBE 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 DBE and has the actual authority to legally bind the DBE 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.

**32. ACCEPTANCE PERIOD**

Unless otherwise specified herein, bids are firm and may be accepted by OCFA at any time within 180 days of the RFP due date.

**33. PROPOSAL OPENING**

All the proposals opened by the OCFA will be subject to further evaluation with respect to responsiveness of the proposal and for purposes of determining that the DBE is responsible. **Please note that there will be no public opening of proposals.**

**34. SUBLETTING AND SUBCONTRACTING.**

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), DBEs 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 known at the time of submittal 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 protest or grounds for considering the proposal nonresponsive if the corrected subcontractor's California contractor license number is submitted to OCFA within 24 hours after the RFP due date.

If the DBE fails to list a subcontractor for a portion of work or if the DBE 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 DBE agrees that it is fully qualified to perform that portion of work itself, and that the DBE shall perform that portion of work itself. If after award of the contract, the DBE actually subcontracts that portion of work, except as provided in Public Contract Code Section 4107 or 4109, the DBE 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.

**34.1 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.

### **35. 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. In case of discrepancy between the numerical lump sum price and the written lump sum price, the written lump sum price shall prevail.

### **36. 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. DBE 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.

### **37. COMPLIANCE WITH LAWS**

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

### **38. 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 DBEs 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 proposal;
- 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 DBE and OCFA;
- Evidence of the DBE's inability to successfully complete the responsibilities and obligations of the RFP is found;
- DBE's default under any OCFA agreement.
- No DBE 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 DBE, or quote prices of materials to a DBE when also submitting as a prime on the same project. A person, firm, or corporation who has submitted a sub-proposal to a DBE, or who has quoted prices on materials to a DBE, is not thereby disqualified from submitting a sub-proposal or quoting prices to other DBEs. Reasonable grounds for believing that any DBE is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Firm is interested.

### **39. PUBLIC RECORD**

All proposals submitted in response to this RFP 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. If a respondent believes that any portion of its proposal is exempt from public disclosure, such portion may be marked "confidential." OCFA will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for inadvertent disclosure of such materials, data and information. **Proposals marked "confidential" in their entirety will not be**

**honored and OCFA will not deny public disclosure of all or any portion of proposals so marked.** By submitting information with portions marked "confidential", the respondent represents it has a good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse OCFA for, and to indemnify, defend and hold harmless OCFA, its officers, fiduciaries, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever (collectively, "Claims") arising from or relating to OCFA's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order. Additionally, OCFA may request that the DBE/respondent directly defend any action for disclosure of any information marked confidential.

#### **40. 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.

#### **41. INSURANCE**

The successful DBE 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.

#### **42. 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 falls below the required amount, the escrow agent shall notify the Contractor and require additional 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.

#### **43. AWARD AND EXECUTION OF CONTRACT.**

Following receipt of the Notice of Intent to Award, and no more than ten (10) days prior to submittal of the recommendation for award of contract to the OCFA Board of Directors, the successful DBE shall submit the following items to the Purchasing Manager or designee all documents required in Section 4: Contract Documents including:

- All evidence of insurance as required in the General Conditions
- Two (2) Original Signed Contract Agreements including General Conditions
- Faithful Performance Bond
- Material and Labor Bond
- Award Certifications
- Form W-9

**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.

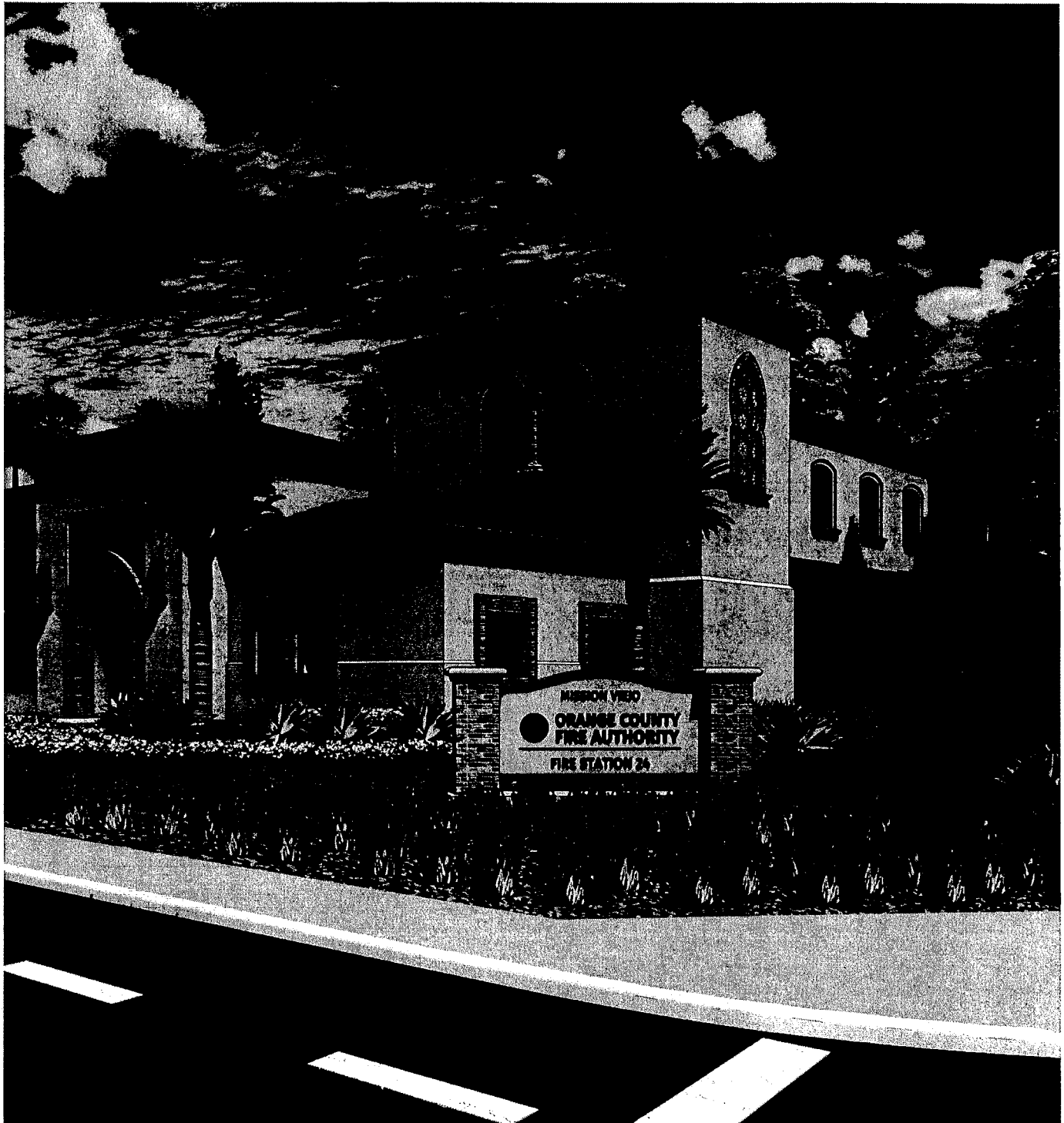
## SECTION 3: PROPOSAL DOCUMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the DBE submit the following documents, organized in the manner specified below. All DBEs are expected to provide detailed answers where requested. Additional information, if provided, should be separately identified in the proposal. Failure to submit these documents may result in the proposal being deemed non-responsive.

### Proposal Response Format:

DBEs shall submit a written proposal that presents the DBE's understanding of the services to be provided and the work to be performed. DBEs are asked to address each evaluation criterion and to be specific in presenting their services. Proposals shall include, at a minimum, the following:

- ☐ **Letter of Transmittal (3A)**
- ☐ **Original Bidder's Bond (3B)**
- ☐ **Certification of Proposal (3C)**
- ☐ **Non-Collusion Affidavit (3D)**
- ☐ **Contractor's Licensing Certification (3E)**
- ☐ **List of Subcontractors (3F)**
- ☐ **Designation of Sureties (3G)**
- ☐ **Bidder's Certification of Compliance with Insurance Requirements (3H)**
- ☐ **Certification of Site Examination (3I)**
- ☐ **Offer / Cost Proposal *must be submitted under separate sealed envelope.* (3J)**
- ☐ **Questionnaire for Minimum Design Requirements (3K)**
- ☐ **Questionnaire for Quality of Design (3L)**
- ☐ **Questionnaire for Method of Approach (3M)**
- ☐ **Party and Participant Disclosure Forms (3N)**



## OCFA MISSION VIEJO FIRE STATION 24

### Design-Build Services Proposal

January 13, 2022

Orange County Fire Authority

Response to RFP Number SK2489b

9834 River Street

Lakeside, CA 92040

Ph: 619.440.7181 Fax: 619.440.7180

Prepared By:

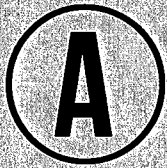




# TABLE OF CONTENTS

---

- ① Letter of Transmittal
  - ② Original Bidder's Bond
  - ③ Certification of Proposal
  - ④ Non-Collusion Affidavit
  - ⑤ Contractor's Licensing Information
  - ⑥ List of Subcontractors
  - ⑦ Designation of Sureties
  - ⑧ Bidder's Certification of Compliance with Insurance Requirements
  - ⑨ Certification of Site Examination
  - ⑩ Offer / Cost Proposal
  - ⑪ Minimum Design Requirements
  - ⑫ Quality of Design
  - ⑬ Method of Approach
  - ⑭ Party and Participant Disclosure Forms
-



# Letter of Transmittal

---



9834 River Street  
Lakeside, CA 92040  
jim@ecconstructors.com  
(619) 440-7181

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

Attn: Rothchild Ong  
Assistant Purchasing Agent  
rothchildong@ocfa.org  
(714) 573-6642

Dear Selection Committee:

EC Constructors, Inc. (ECC) is pleased to have the opportunity to submit our proposal for Design Build Services on the Fire Station #24 project with the Orange County Fire Authority. ECC and its design team are well suited to provide superior design and construction services for the new fire station and associated site work. Our team has significant experience designing and constructing similar type facilities. ECC and JKA have recently completed design and construction of six fire station projects as well as several other design build projects.

The ECC team understands that the Authority is hiring a Design Build Entity to collaborate with the Authority Team to provide a quality facility on time and within the guaranteed maximum price. ECC has selected Jeff Katz Architecture (JKA) as the lead design firm for our team. The ECC management team has collaborated with JKA, design consultants, and our major subcontractors to respond to the RFP. The ECC management team assigned to this project has been involved in the RFP response, and will be included in the design and construction process to ensure continuity and efficiency in the communications and execution of the work.

The ECC Management Team is well versed and experienced working collaboratively on past projects. Cory Summers, PM, recently completed two design build fire station projects constructed concurrently in Chula Vista and Toby Wiest. Superintendent completed construction of Fire Station 22 for City of San Diego. ECC has an experienced management staff lead by Jim Summers and has listed highly qualified major subcontractors to work collaboratively with ECC, the Authority, and our design team to complete this project.

The ECC management team and JKA have the necessary experience and expertise to successfully work with Authority Team, City of Mission Viejo, and other Agencies for approval of plans and permitting of the work. The team we have proposed for this project has the required experience to successfully accomplish the design and approval process.

The ECC Team believes in constant and open communication with Owner Representatives throughout the project. This starts with the project kick-off meeting and continues throughout project design & construction, close-out, and warranty period. Our team will set up regular design coordination review meetings and construction coordination meetings with the Authority Staff to insure proper communications and coordination efforts. The ECC Management team assigned to this project will be involved in the proposal, design, construction, close-out and warranty period for the project. We do not utilize a "design team" and then hand-off to a "construction team." This has proven to be the most efficient and effective manner to properly execute a design build project and maintain the best communication with the Owner's Representatives.

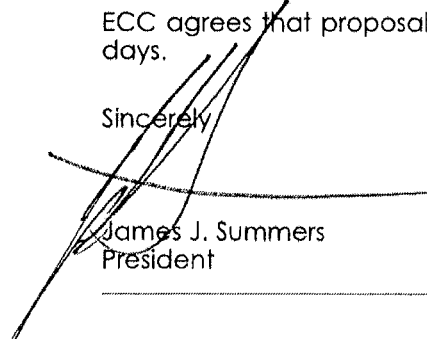
ECC acknowledges Addenda 1-5 as issued by the Authority for this solicitation.

ECC understands the requirements to design and construct a facility that operates efficiently and has a life expectancy of 50 years without any significant failures or deficiencies. While there is normal maintenance and normal wear & tear with any facility, this facility will be designed and constructed so there are no unreasonable failures or deficiencies in the architectural, structural, mechanical, and electrical systems.

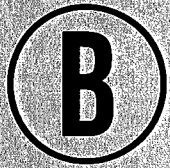
ECC has a current and valid Contractor's License #585677 with A, B, and C-8 classifications. ECC has a current and valid DIR #1000004249. As noted in the prequalification package we submitted to be shortlisted, ECC and JKA have more than 10 years of experience providing the same or similar services on similar facilities. Specifically, ECC has experience constructing 10 fire stations and several other essential service facilities within the last 10 years.

ECC agrees that proposals shall remain valid for one hundred and eighty (180) days.

Sincerely,

  
James J. Summers  
President





# **Original Bidder's Bond**

---

Orange County Fire Authority

Solicitation No. SK2489b

**3B: BIDDER'S BOND**

(10% of Agreement Price)

**Bidders must use this form, NOT a surety company form**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, EC Constructors, Inc. as Principal ("Principal"), and Hartford Fire Insurance Company as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of Connecticut 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 Oblige, in the sum of Ten Percent of the total bid Dollars (\$10% of the total bid amount) 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 Oblige becoming effective, or if the Principal shall fully reimburse and save harmless the Oblige from any damage sustained by the Oblige 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 Oblige 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 call for bids, or to the work, or to the specifications.

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

If the OCFA awards the bid, the security of unsuccessful DBE(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no DBE may withdraw its bid for ninety (180) days after the date of the bid opening.

**[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 29th day of December, 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)

EC Constructors, Inc.**Principal***Sherri L. Summers*  
**By***Sherri L. Summers, CEO*  
**Print Name and Title of Signatory****SURETY:**

(Affix Corporate Seal)

Hartford Fire Insurance Company**Surety***Lawrence P. McMahon*  
**By** Lawrence P. McMahon, Attorney-in-FactAlliant Insurance Services**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 ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

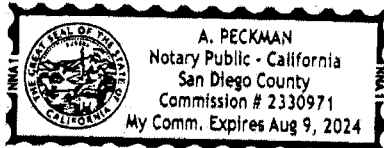
State of California )

County of San Diego )On 11/10/2022 before me, A. Peckman, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Sherri Summers  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, 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: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**Signer's Name: Sherri Summers☒ Corporate Officer — Title(s): CEO☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

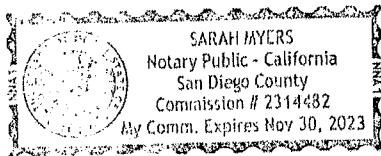
STATE OF CALIFORNIA

County of San Diego

On DEC 29 2021 before me, Sarah Myers, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon

Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature

Signature of Notary Public Sarah Myers

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached 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 ☐ General  
☒ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

Surety Company

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ALLIANT INSURANCE SERVICES INC

Agency Code: 72-160200

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut  
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana  
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut  
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut  
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana  
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois  
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana  
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Lilia De Loera, Maria Guise, Janice Martin, Lawrence F. McMahon, Sarah Myers of SAN DIEGO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 29, 2021.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President



# **Certification of Proposal**

---

**3C: CERTIFICATION OF PROPOSAL**

In responding to RFP SK2489b Design-Build Services for OCFA Mission Viejo Fire Station #24, 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 RFP, and the resulting Contract Agreement. **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 proposal.** 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 RFP 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 proposal and that the proposal 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 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:** EC Constructors Inc**SIGNATURE OF CONTRACTOR:** *Sherri Summers***PRINTED NAME:** Sherri Summers**TITLE:** CEO**CONTRACTOR ADDRESS:** 9834 River Street**CITY:** Lakeside**STATE:** CA**ZIP CODE:** 92040**IF CONTRACTOR IS A CORPORATION, AFFIX CORPORATE SEAL AND COMPLETE THE FOLLOWING:****NAME OF CORPORATION:** EC Constructors Inc**DATE OF INCORPORATION:** 12-19-2005**PRESIDENT:** Jim Summers**TREASURER:** Sherri Summers  
**CEO****SECRETARY:** Cory Summers**MANAGER:** Lyndsi Summers  
**CFO****SUBSCRIBED AND SWORN TO BEFORE ME****THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **20** \_\_\_\_\_**BY** Sherri Summers**(Print Name)****(Signature of Notary Public)****(Signature)****(Attach Jurat)****TITLE** CEO*SEE ATTACHED***(SEAL)****(SEAL)**

**CALIFORNIA JURAT WITH AFFIANT STATEMENT****GOVERNMENT CODE § 8202**

- ☐ See Attached Document (Notary to cross out lines 1-6 below)  
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

\_\_\_\_\_  
*Signature of Document Signer No. 1*\_\_\_\_\_  
*Signature of Document Signer No. 2 (if any)*

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 10 day of January, 2022  
by Date Month Year

(1) Sherron Summers

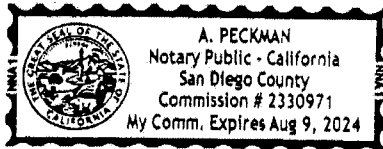
(and (2) \_\_\_\_\_),

*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*



Seal  
Place Notary Seal Above

**OPTIONAL**

Though this section is optional, 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: \_\_\_\_\_





# **Non-Collusion Affidavit**

---



**3D: NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA     )  
  ) SS  
COUNTY OF San Diego     )

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 DBE has not directly or indirectly induced or solicited any other DBE to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any DBE or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the DBE has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the DBE or any other DBE, or to fix any overhead, profit, or cost element of the bid price, or of that of any other DBE, 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 DBE 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 DBE 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 DBE.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/10/22 [date], at Lakeside [city], CA [state]."

Signed

Spurk Burnett  
CEO

Title

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

(SEAL)

SEE ATTACHED

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

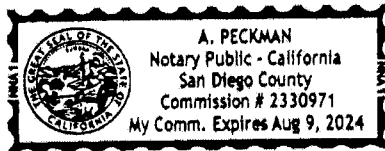
State of California )

County of San Diego )On 1/10/2022 before me, A. Peckman, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Sherri Summers  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, 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: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**Signer's Name: Sherri Summers☒ Corporate Officer — Title(s): CEO☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# **Contractor's Licensing Certification**

---

**3E: CONTRACTOR'S LICENSING CERTIFICATION**

If the contractor is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder. If the proposal 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 proposal 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 Proposals. 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:** 585677 **CLASS:** A,B, C8 **EXPIRATION:** 02/29/24

**CA DIR REGISTRATION NUMBER:** 1000004249 **EXPIRATION:** 06/30/22

**CONTRACTOR TELEPHONE:** 619-440-7181 **CONTRACTOR FAX:** 619-440-7180

**BUSINESS ADDRESS:** 9834 River Street Lakeside CA 92040

**LENGTH OF TIME IN BUSINESS:** 17 years

**LENGTH OF TIME AT CURRENT LOCATION:** 10 years

**NUMBER OF EMPLOYEES:** 60 **NUMBER OF CURRENT CLIENTS:** 7

*If the contractor operates as a sole proprietorship:*

**NAME OF INDIVIDUAL CONTRACTOR:** N/A

**SIGNATURE OF OWNER:** N/A

**BUSINESS ADDRESS:** N/A

*If the contractor operates under a partnership:*

**NAME OF FIRM:** N/A

**PARTNER NAME:** N/A **PARTNER TITLE:** N/A

**PARTNER ADDRESS:** N/A

**SIGNATURE OF PARTNER:** N/A

**PARTNER NAME:** N/A **PARTNER TITLE:** N/A

**PARTNER ADDRESS:** N/A

**SIGNATURE OF PARTNER:** N/A

*If contractor operates under a corporation:*

NAME OF CORPORATION: EC Constructors Inc

CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA:

SIGNATURE OF CORPORATION PRESIDENT

SIGNATURE OF THE CORPORATION SECRETARY

DATE 1/10/22**Management person responsible for direct contact with OCFA:**NAME: Jim SummersTITLE: PresidentTELEPHONE: 619-440-7181E-MAIL: jim@ecconstructors.com**Person responsible for the day-to-day servicing of the account/project.**NAME: Jim SummersTITLE: PresidentTELEPHONE: 619-440-7181E-MAIL: jim@ecconstructors.com

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY

Sherri Summers

(Print Name)

(Signature of Notary Public)

(Attach Jurat)

Sherri Summers

(Signature)

TITLE CEO*SEE ATTACHED*

(SEAL)

(SEAL)







## List of Subcontractors

---





## PROPOSED SUBCONTRACTORS

Full Company Name, Address, Phone & Email	Scope of Work	% of Total Contract	CA License No. & Classification; DIR Registr. No.
<b>BARRACK - NICKOLS CONTRACTING INC</b> 9915 PROSPECT AVE SANTEE, CA 92071 Business Phone Number:(619) 562-2105 mike@barrack-nickols.com	Plumbing / Site Utilities	4.56%	862897, B,C36; 1000025113
<b>CLEAVENGER MASONRY INC</b> P O BOX 2337 ALPINE, CA 91903 Business Phone Number:(619) 390-7997 andrea@cleavengermasonry.net	Masonry	3.51%	936516, C8,C29;1000004708
<b>E L HOBBS INC</b> PO BOX 966 EL CAJON, CA 92022 Business Phone Number:(619) 401-1708 shobbs@elhobbsinc.com	Plaster / Drywall	5.49%	777073, B,C2,C9,C35; 1000004428
<b>GMAT INC</b> dba INLAND OVERHEAD DOOR CO 12401 SOUTH LA CADENA DR COLTON, CA 92324 Business Phone Number:(909) 783-3131 lce@lohd.com	Appbay Doors	2.00%	492369, C61/D28; 1000017098
<b>MECH ONE INC</b> 3154 AMBERWOOD LN ESCONDIDO, CA 92027 Business Phone Number:(760) 260-8121 laura@mechoneinc.com	Mechanical	3.97%	934023,C20; 1000001944
<b>SJ ELECTRIC</b> 8731 WINTER GARDENS BLVD LAKESIDE, CA 92040 Business Phone Number:(619) 592-2083 piudd@sjecompany.com	Electrical	6.33%	1035709,C10;1000369720
<b>SYLVESTER ROOFING COMPANY INC</b> 306 N W EL NORTE PKWY #371 ESCONDIDO, CA 92026 Business Phone Number:(760) 743-0048 wes@sylvesterroofing.com	Roofing	1.50%	516696,C39,C43; 1000006357
<b>TITAN FIRE PROTECTION INC</b> 1341 DISTRIBUTION WAY #14 VISTA, CA 92081 Business Phone Number:(760) 295-3436 tscriven@titanfpinc.com	Fire Sprinkler	0.64%	989280, C16; 1000016631



## **Designation of Sureties**

---

**3G: DESIGNATION OF SURETIES**

The following are the names, addresses and phone numbers for all brokers and sureties from whom DBE intends to procure insurance and bonds.

<b>Name</b>	Alliant Insurance Services, Inc
<b>Address</b>	701 B Street, 6th Floor, San Diego, CA 92101
<b>Phone No.</b>	(619) 849-3936
<b>Name</b>	The Hartford
<b>Address</b>	One Pointe Drive, Brea, CA 92821
<b>Phone No.</b>	(714) 614-1307
<b>Name</b>	
<b>Address</b>	
<b>Phone No.</b>	
<b>Name</b>	
<b>Address</b>	
<b>Phone No.</b>	





# **Bidder's Certification of Compliance with Insurance Requirements**

---

**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 Design-Build Services for OCFA Mission Viejo Fire Station #24 AND IN THE SPECIAL PROVISIONS FOR Design-Build Services for OCFA Mission Viejo Fire Station #24 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.

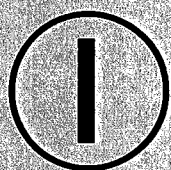
BIDDER represents and warrants that, prior to signing below, BIDDER has confirmed with BIDDER's insurer(s) or insurance broker(s) that all required evidence of the types and amounts of insurance, and all required endorsements of insurance coverage, will be timely provided to OCFA in accordance with the conditions and requirements. Failure to provide all required evidence of insurance and endorsements when required will constitute a material breach of the agreement.

EC Constructors Inc

Bidder

 1/10/22  
By Sherri Summers, CEO Date





# **Certification of Site Examination**

---



**3I: CERTIFICATION OF SITE EXAMINATION**

By signing below, DBE certifies each of the following:

1. DBE is fully informed of the conditions relating to the construction of the work and the 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.
3. DBE has thoroughly examined the site for the work described herein and attended the mandatory pre-proposal inspection of the building(s) and site(s), conducted by the OCFA. Failure to attend the mandatory pre-proposal inspection shall be cause for rejection of the proposal.
4. DBE has observed the designated Contractor work areas, material equipment storage areas, access routes, as well as the ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed for such matters.
5. DBE is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the work to be performed.
6. DBE 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 proposal is complete and there will be no requests for additional payment for failure to examine the site thoroughly.

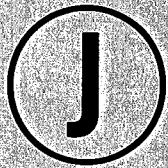
**Date of Site Examination:** 11/08/21

**Company Name:** EC Constructors Inc

**Signature:** \_\_\_\_\_

**Printed Name / Title of Company Representative:** Jim Summers, President

**Date:** 01/10/22

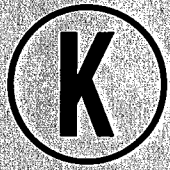


## **Offer / Cost Proposal**

---

**(See Price Proposal)**





# **Minimum Design Requirements**

---

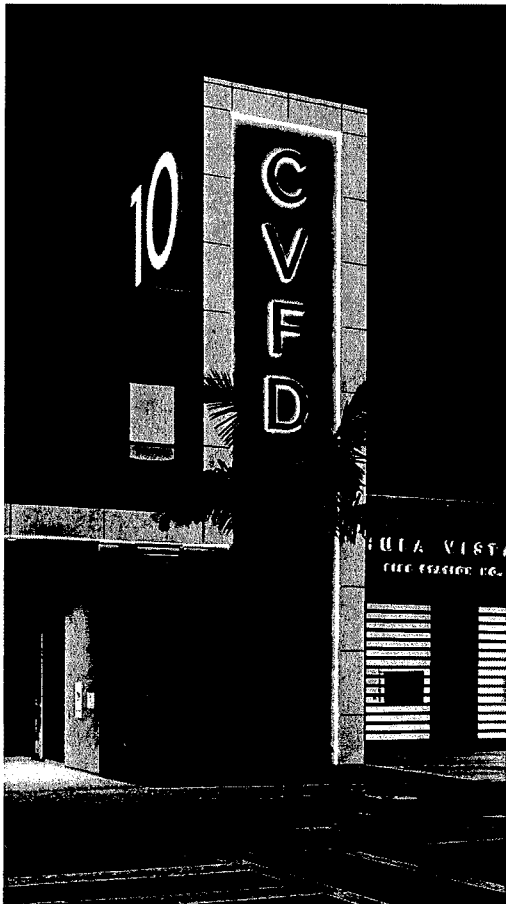
---

## **K1** TECHNICAL DESIGN NARRATIVE

The design and construction of this new Fire Station offers the unique and challenging opportunity to create an exciting, modern, functional, and comfortable facility for the Orange County Fire Authority. Our stations are built to last, decrease response time, and provide the community with a landmark structure. Our years of Design-Build Fire Station experience and multitude of successfully completed stations have garnered us national acclaim, and we are able to bring that experience and innovation to you on this station. The proposed facility not only meets the operational requirements for the fire fighters working out of the station but provides an iconic civic structure that will serve as a gateway to the City of Mission Viejo's future development of the Core Area.

Our experience in working with various fire service agencies in the state has provided us with a broad understanding of how these agencies conduct their business. We understand the unique role that the Fire Department serves in the community, and the importance of providing a facility which meets both the fire fighters' living needs, as well as the functional requirements necessary for them to perform their tasks quickly and efficiently. We are well versed in stakeholder engagement and will proactively involve the Fire Authority, City of Mission Viejo, and the nearby HOA's to ensure everyone's concerns are addressed. This collaborative approach will make the project a success for all parties involved.

Our approach to the design of this project minimizes adverse effects on the exterior environment, enhances the quality of the indoor environment, and minimizes consumption of energy, water, and construction materials. This design will provide the Fire Authority a new station with the function, amenities, and comfort required in the RFP while utilizing best practices for fire station design. We believe that our design experience has allowed us to present a design which meets all the functional requirements of the RFP in a highly efficient layout.



### **Site Design**

The site design proposed for the station focuses on several key elements:

- Functional layout and rapid response for fire personnel
- Safety and security for fire personnel
- Creating a prominent civic presence and attractive streetscape for the entrance to the Core Area development for the City of Mission Viejo
- Respectful attention to design detail to ensure compliance with Andalusian style architecture prevalent in this area of the community
- Location of apparatus exit drive north to minimize slope on drive and maintain a finish floor elevation that minimizes height of retaining wall in the northeast portion of the site
- Exit drive located north allows for safer and more efficient exit of apparatus to the south on Marguerite Parkway, especially from the two northern app bays
- Emergency Traffic Beacon provided to stop south bound traffic to allow exiting of station by apparatus
- Thoughtful attention to native, locally appropriate, and low water usage landscape design in conformance with the Basis of Design and direction provided in Addendum 3.

Our design addresses each of these items in a cohesive approach that considers the Fire Authority's functional needs while respecting the local community and Core Area development plans.

---

## K1 TECHNICAL DESIGN NARRATIVE

The first task in creating a cohesive concept design for this station was to analyze the site orientation, existing site utilities, traffic patterns, and proximity to adjacent neighbors. This project will be at the forefront of the Mission Viejo downtown area, so it requires careful design consideration and coordination to not only create an efficient and functional facility for the fire fighter operations, but also providing a clearly defined civic presence for the City. The placement and orientation of the two-story building on the site was a result of thoroughly examining the visibility from Marguerite Parkway, the property line and utility constraints, views from neighboring developments, as well as the circulation and turning radii requirements for the fire apparatus.

The egress driveway on the west side of the site will provide direct access to and from Marguerite Parkway. Emergency vehicle striping and a new emergency traffic beacon for southbound vehicles will be provided to ensure traffic will not interfere with the fire department's incident response operations. Lights in all directions at existing intersection signals will turn red stopping northbound traffic on Marguerite Parkway as well as traffic that would enter the intersection from the connecting street and shopping center exit drive. No Right Turn On Red signs will be posted for exit from shopping center.



The secure site area will be enclosed with a minimum six-foot-high masonry wall and integral colored shotcrete retaining walls will be utilized where necessary at the north and a portion of the east property lines. Twenty-four (24) standard secure parking spaces will be provided for fire personnel and one additional ADA adaptable space is provided in the secure parking area. A rolling vehicular gate and personnel accessible egress gate will be located on the north side of the site. Two public parking spaces, one standard and one ADA, are provided just off the north entry drive.

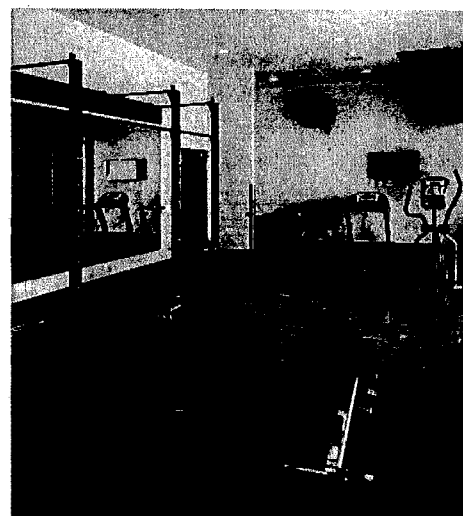
A concrete masonry trash and recycling enclosure with a concrete tile roof is located at the north entry drive and has been designed to integrate seamlessly with the exterior design of the building. The emergency generator and covered fueling station are located just north of the building, adjacent to the electrical room. The generator will be provided with a sound attenuation enclosure to provide sound mitigation.

The location and orientation of the building on the site was developed to meet all fire apparatus turning radius requirements, provide optimal ingress and egress locations while creating an attractive corner presence for Mission Viejo's Core Area. The entire property will be developed as part of this project with new retaining walls, landscaping, and slope modifications will be coordinated with the adjacent HOA's. The relocation of an existing piece of electrical gear to make way for the new driveway will be coordinated with the utility company. We have obtained utility maps from SDG&E which show this electrical gear to be a single feed which easily facilitate relocation of the gear without impact to others. The existing bus stop will be relocated just to the north of the site with accessible pathway provided to the fire station from this position.

### Performance and Functionality

A critical aspect of the layout of the interior of the Fire Station is the organization of the spaces to ensure the most efficient and direct access to the Apparatus Bay in order to minimize response time. We are extremely cognizant of the latest in industry trends for Hot Zone design, including spatial separation of clean and dirty functions, and specifically appropriate mechanical design of systems to maintain positive pressure ventilation to insure elimination of cross contamination. In addition to the "dirty" crew restroom directly off the app bay, we have also provided a decontamination room on the dirty side of the station. This decon space allows personnel returning from a call to clean up themselves and their equipment, both of which will help maintain the cleanliness of the living quarters and reduce the risk of contamination. This decon space also includes Washer/Dryer to allow potentially contaminated items to be laundered in this space rather than taken into the living quarters for cleaning. Additionally, this is an emergency response facility and an Essential Services Building. As such we have incorporated very specific functional effectiveness requirements into the design, some of which are defined below:

- Provide for continued services in the case of a disaster (Structural, communication systems, transformers & switch gear, emergency back-up systems, mechanical systems and operations)
- Efficient circulation from various spaces within the building accommodate quick access to systems in case of an emergency.
- Building Systems are functional and user friendly for daily operations.
- Adequate equipment storage and ease of access is provided for daily operations and maintenance of systems is minimized.



The proposed Fire Station meets all setback requirements, provides for accessibility including a hydraulic elevator, and has a maximum height of 32'-6". The Fire Station program includes 12 sleeping quarters for up to 12 fire fighters and 6 single occupan-cy restrooms with showers. The design proposes individual restrooms to easily ac-commodate variations in gender makeup of the future staff.

A critical aspect for the layout of the interior spaces of a Fire Station is ensuring the most efficient and direct access to the Apparatus Bay from all areas of the station, in order to minimize response time. We have accomplished this by providing fire poles at the ends of both upstairs hallways directly to the apparatus bay floor. In addition to the interior staircase, a second emergency egress stair is located exterior on the south east side of the station for code-required egress from the second floor.

The building construction shall be Type V-B, fully sprinklered. The first-floor spaces are a mix of concrete masonry walls at the apparatus bay for durability, and wood stud framing and gypsum wallboard with batt insulation as required by Title-24 for the living quarters side of the station. The bunk room walls will receive additional sound attenuating gypsum board and acoustical insulation.





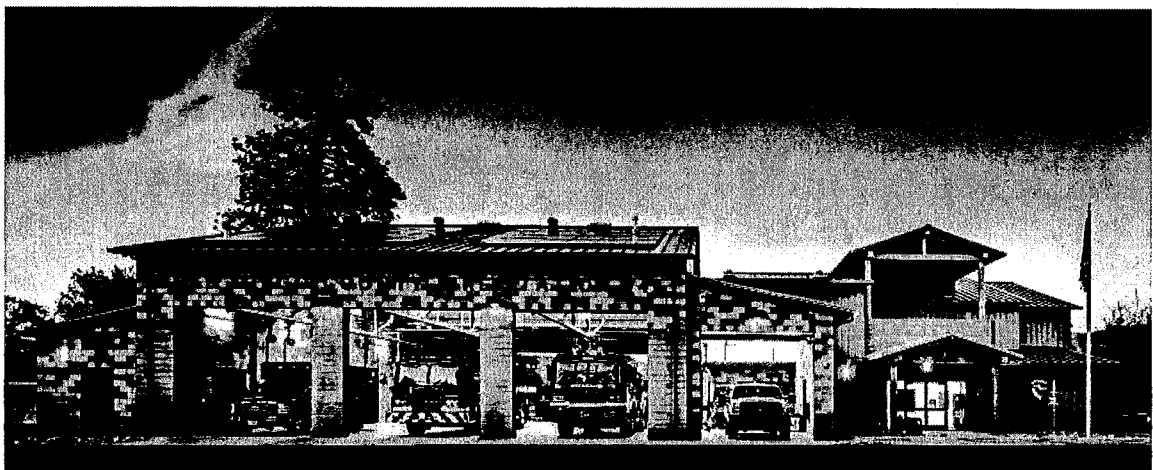
## TECHNICAL DESIGN NARRATIVE

The Kitchen/Dining area is directly accessible to a shaded outdoor patio area which accommodates a BBQ and exterior seating. Extensive casework is provided within the kitchen for daily use storage including four pantry cabinets and upper and lower casework throughout. A small portion of the worksurface area will be ADA height in order to meet minimum design standards.

The Fitness Room is sized to accommodate a variety of free weights and functional training equipment and is provided with 11' high ceilings. We recognize that fitness needs are changing and evolving and the space should be flexible enough to accommodate future modification. An overhead coiling door is provided from the fitness room to facilitate indoor/outdoor training programs.

In addition to the functional amenities stated above, our design also provides the following added value and benefits to the project:

- Bi-fold doors in the front of the apparatus bay
- Enhanced fitness area square footage with a large, partially covered outdoor patio and roll up door for indoor/outdoor exercise opportunities.
- Janitorial, storage, and laundry facilities on both floors
- Exhaust fan in apparatus bay to provide for continual ventilation and ensure negative pressure relative to occupied areas of the facility.
- High Density concrete flooring in the Apparatus Bay
- Daylighting through large windows and tubular skylights will enhance the quality of the indoor environment and minimize energy usage during day-time hours.
- Corner guards to protect the corners and edges of the walls from rolling equipment and regular wear and tear.
- Paint and finishes on surfaces will be selected for washability and low absorption of fumes and microorganisms.
- Two ladder training braces (one high and one low) mounted on rear of the apparatus bay
- Vehicle wash down area with fox drain provided at rear driveway



### **Durability and Ease of Maintenance**

The true measure of design excellence is the facilities' ability to hold up over time. This fire station will be designed and constructed paying close attention to the wear and tear that emergency response facilities must withstand to achieve a 50+ year service life. Our stations receive high marks from all our end users for the innovative design and durable, low maintenance finishes and materials that we utilize. The following materials were selected for their durability, quality, attractiveness, and cohesive aesthetic that complements the surrounding Mission Viejo neighborhood.

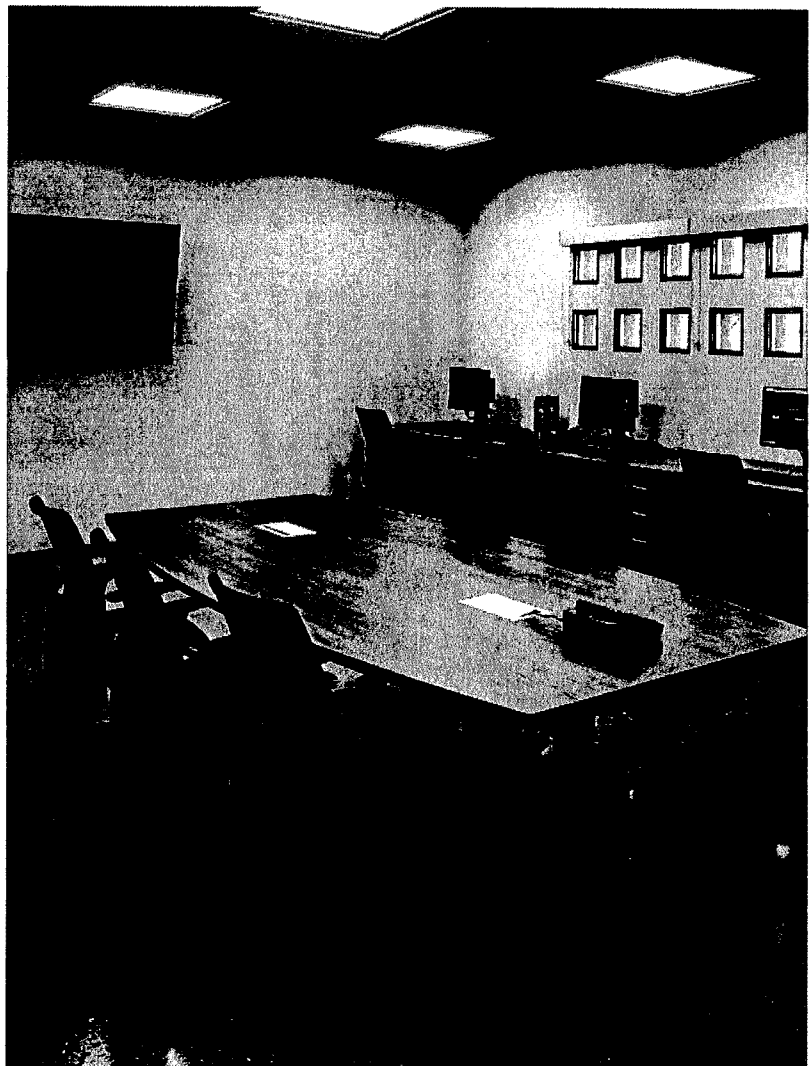
Proposed exterior finishes include multi-colored concrete masonry walls at the apparatus bay to provide a durable interior and exterior finish while accentuating the Andalusian style and complimenting the finishes on the rest of the building. Bi-fold apparatus bay doors will be utilized for their aesthetic quality and functionality at the front of the fire station. Coiling doors with vision lights will be used at the rear of the apparatus bay. The materials utilized for the balance of the station exterior include stucco, brick veneer, concrete tile roofing, mosaic accent tile, hollow metal doors and frames. Thermoplastic membrane roofing will be used for the flat roof areas.

Interior Finishes have been chosen for long life span, durability, and ability to maintain without requiring special equipment or specific skills.

Flooring in the apparatus bay will be high density polished concrete while the adjacent support spaces, administrative and living spaces on the first floor will be polished concrete. Sealed concrete will be utilized in the compressor room, elevator equipment room, and electrical room.

The fitness room will have rubberized flooring and we recommend low-maintenance luxury vinyl plank flooring to provide some sound control for the raised platform seating in the day room. The second-floor bunk rooms, laundry room, hallway, and storage spaces will also utilize vinyl plank flooring. The restrooms will have ceramic tile flooring with solid surface panels for showers and 4' high wainscot.

Plastic laminate cabinets to be provided throughout the station for aesthetics and longevity; Kitchen counters to be custom fabricated stainless steel with integral sink; solid surface countertops will be utilized in restrooms, day room, crew office, rip & run, laundry, and fitness room.





**DRAWINGS AND  
OTHER DOCUMENTS**

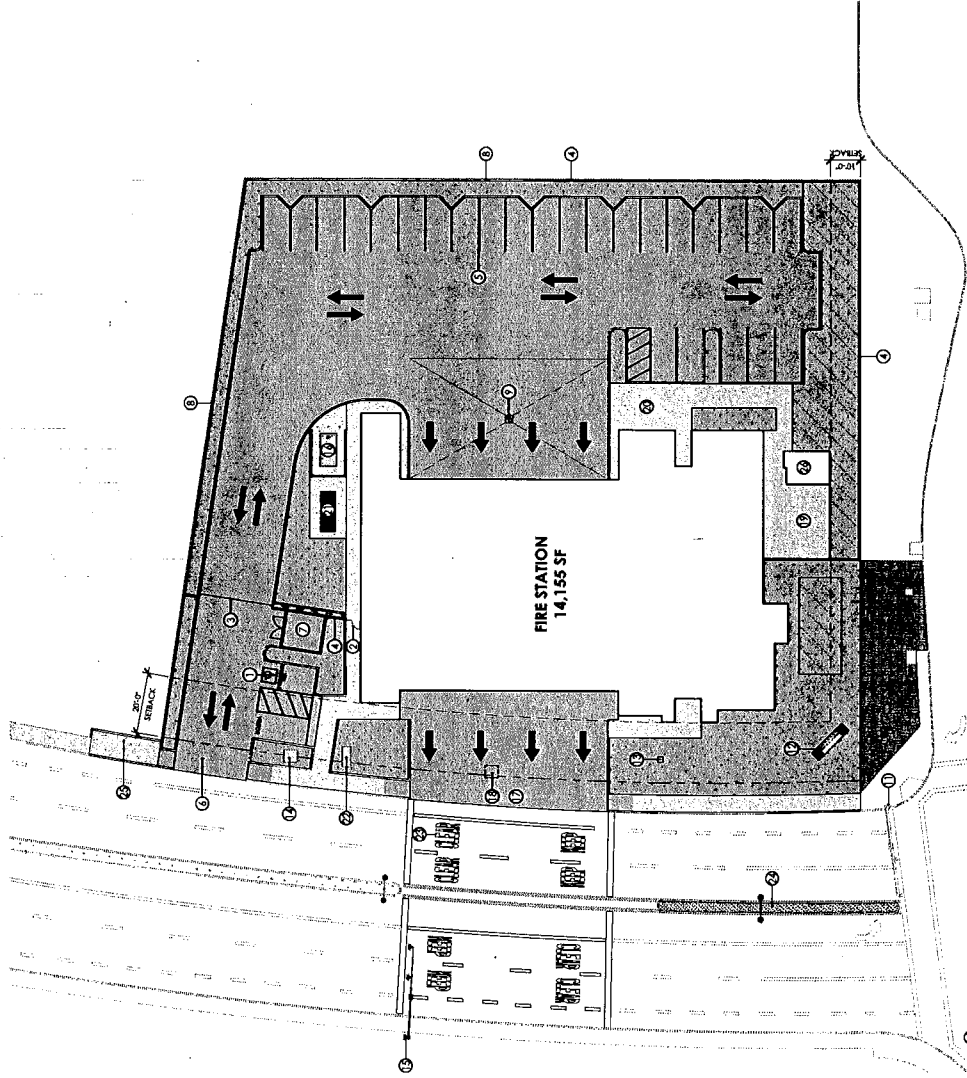
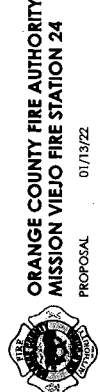
# SITE PLAN

- 1 PUBLIC PARKING (1 STANDARD & 1 ADA)
- 2 PERSONNEL GATE
- 3 6' HIGH ROLLING SECURITY GATE
- 4 MINIMUM 6' HIGH CONCRETE MASONRY SITE WALL
- 5 SECURE PERSONNEL PARKING (25 SPACES)
- 6 RETURN DRIVEWAY
- 7 COVERED CHAIR TRASH ENCLOSURE
- 8 SHOTCRETE RETAINING WALL SEE CIVIL DRAWING
- 9 VEHICLE WASH AREA WITH FOX DRAIN
- 10 NO RIGHT TURN ON RED SIGN AT INTERSECTION
- 11 EXISTING TRAFFIC SIGNAL TO REMAIN
- 12 MONUMENT SIGN
- 13 FLAG POLE
- 14 RELOCATED ELECTRICAL EQUIPMENT
- 15 EMERGENCY TRAFFIC BEACON
- 16 COVERED FUEL TANK
- 17 RESPONSE DRIVEWAY
- 18 RELOCATE EXISTING ELECTRICAL EQUIPMENT
- 19 PATIO
- 20 FITNESS PATIO
- 21 EMERGENCY GENERATOR
- 22 FIRE SERVICE BACKFLOW PREVENTER
- 23 EMERGENCY VEHICLE TRAFFIC STRIPING TO BE COORDINATED WITH MISSION VIEJO TRAFFIC ENGINEERING DEPARTMENT
- 24 OPPORTUNITY FOR FUTURE PLANTED MEDIAN AND BELL STREET LIGHT
- 25 RELOCATED BUS STOP
- 26 EXTERIOR EGRESS STAIR

## LEGEND

- PROPERTY LINE
- [Pattern] CONCRETE WALKWAY AND PATIO
- [Pattern] CONCRETE DRIVEWAY
- [Pattern] DETECTABLE WARNING SURFACE
- [Pattern] PLANTED STORMWATER BASIN, SEE CIVIL AND LANDSCAPE PLANS
- [Pattern] ROCK MULCH WITH LOW-WATER PLANTING AND TREES, SEE LANDSCAPE PLAN
- [Pattern] OFFSITE ENHANCED CORNER PLANTING, SEE LANDSCAPE PLAN
- [Symbol] ONE-WAY TRAFFIC
- [Symbol] TWO-WAY TRAFFIC

SCALE: 1" = 20'-0"



**JKA**  
ARCHITECTURE

**ECO**  
CONSTRUCTORS Inc.



# FLOOR PLAN - LEVEL 2 A-3

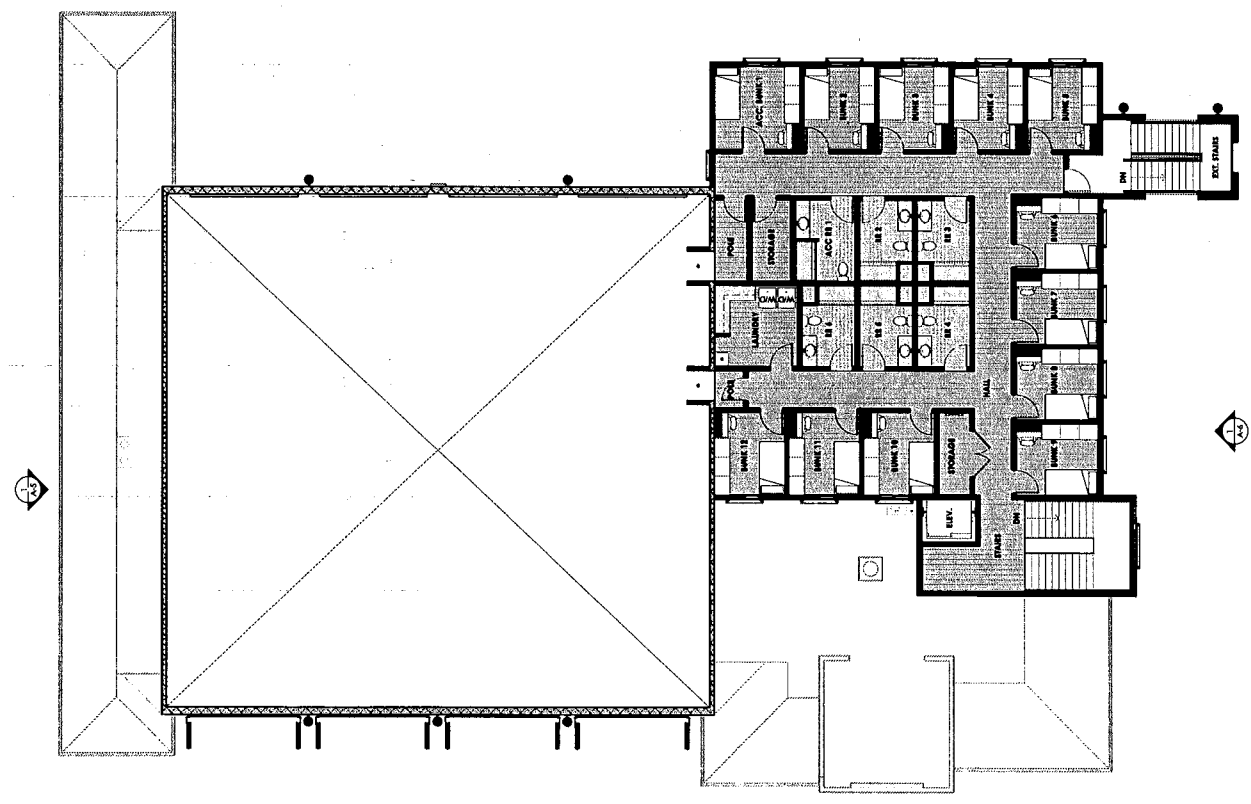
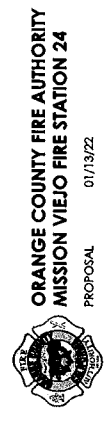
ROOM NAME	NET AREA
ACC. BUNK 1	126 SF
BUNK 2	104 SF
BUNK 3	104 SF
BUNK 4	104 SF
BUNK 5	104 SF
BUNK 6	104 SF
BUNK 7	104 SF
BUNK 8	104 SF
BUNK 9	104 SF
BUNK 10	103 SF
BUNK 11	103 SF
BUNK 12	104 SF
POLE	19 SF
LAUNDRY	120 SF
POLE	48 SF
STORAGE	57 SF
ACC RR 1	85 SF
RR 2	70 SF
RR 3	71 SF
RR 4	71 SF
RR 5	71 SF
RR 6	71 SF
HALL	614 SF
STORAGE	46 SF
STAIRS	121 SF
TOTAL NET SF - LEVEL 2	2730 SF
CORE	403 SF
TOTAL GROSS SF - LEVEL 2	3133 SF
TOTAL BUILDING GROSS SF	14155 SF

## LEGEND



SCALE: 1/8" = 1'-0"

0 4' 8' 16' 32'

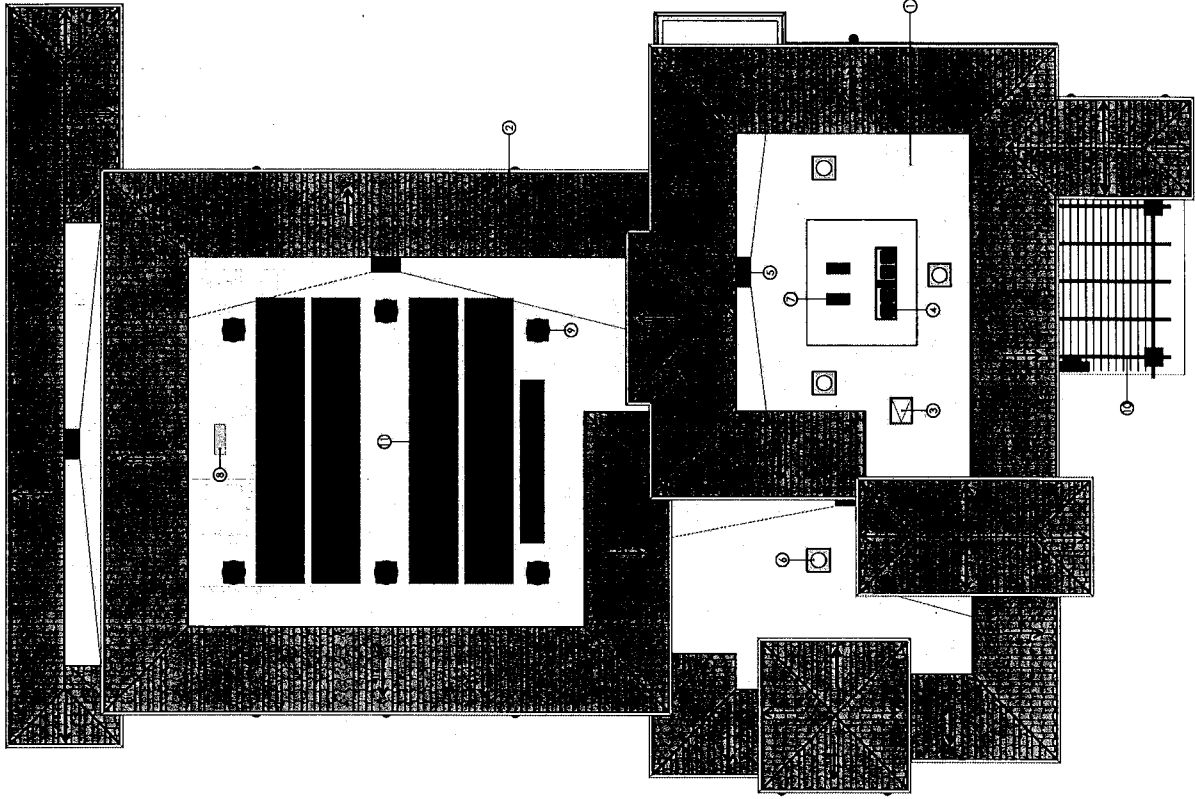


**JKA**  
Jesse K. Architecture

**ECO**  
CONSTRUCTORS INC.



ROOF PLAN



- ① TPO MEMBRANE ROOFING, TYP.
- ② CONCRETE TILE ROOFING, TYP.
- ③ ROOF ACCESS HATCH
- ④ VRF CONDENSING UNIT, TYP.
- ⑤ ROOF DRAIN, TYP.
- ⑥ TUBULAR SKYLIGHT, TYP.
- ⑦ SPLIT SYSTEM CONDENSING UNIT, TYP.
- ⑧ PLUMBOVENT EXHAUST FAN
- ⑨ APPARATUS BAY EXHAUST, TYP.
- ⑩ TRELLIS
- ⑪ PHOTOVOLTAIC PANELS

SCALE: 1/8" = 1'-0"

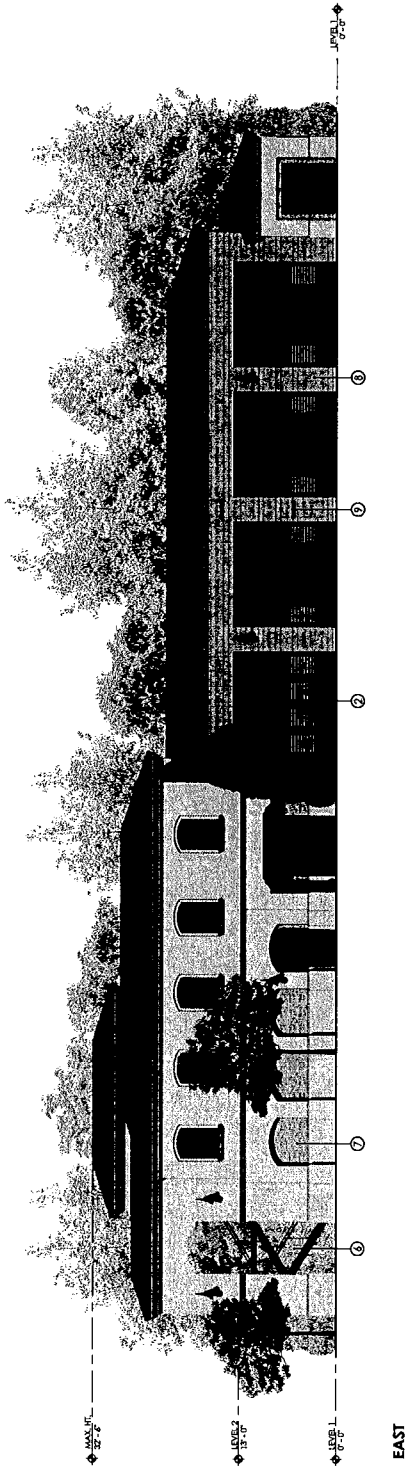
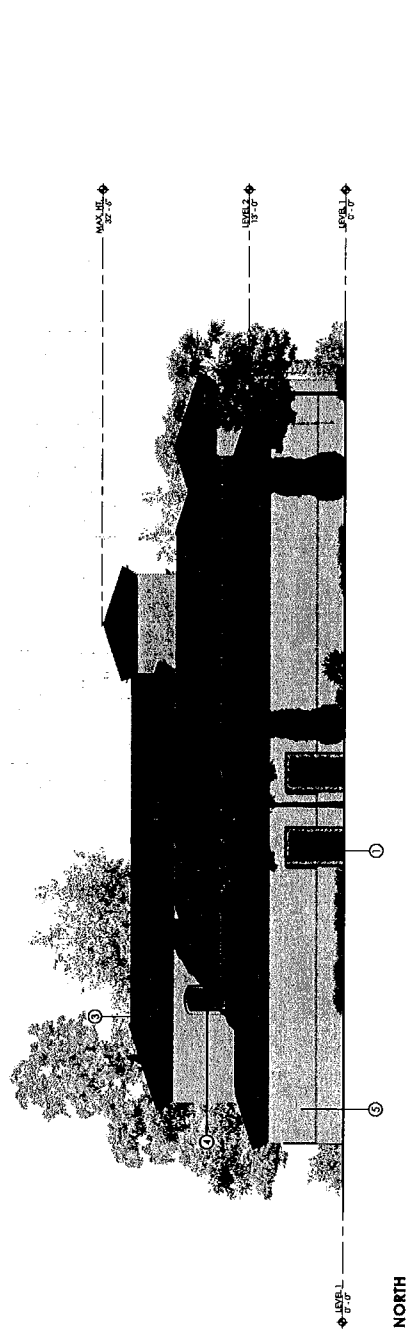
0 4' 8' 16' 32'



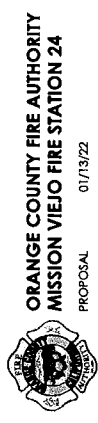
EXTERIOR ELEVATIONS

A-5

- ① HOLLOW METAL DOORS AND FRAMES, TYP. AT EXTERIOR
- ② OVERHEAD COILING DOORS WITH VISION LITES
- ③ CONCRETE TILE ROOFING
- ④ ENERGY EFFICIENT COMPOSITE WINDOWS
- ⑤ INTEGRAL COLOR STUCCO, TYP.
- ⑥ DECORATIVE STAIR RAILING
- ⑦ BRICK VENEER
- ⑧ CONCRETE MASONRY WALLS
- ⑨ LADDER TRAINING BRACES

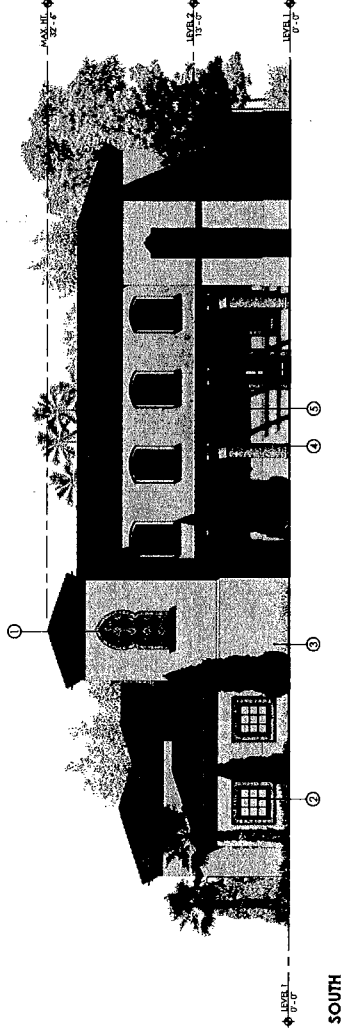


SCALE: 1/8" = 1'-0"

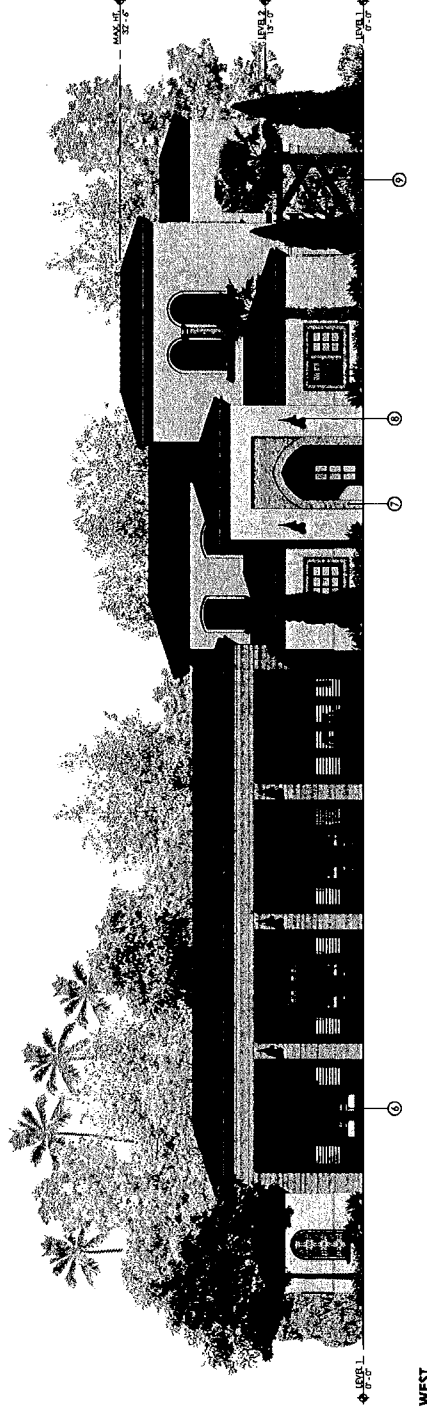


EXTERIOR ELEVATIONS

- ① MOSAIC ACCENT TILE
- ② ENERGY EFFICIENT COMPOSITE WINDOWS
- ③ INTEGRAL COLOR STUCCO
- ④ PRECAST CONCRETE COLUMN WITH BRICK VENEER
- ⑤ TRELLIS
- ⑥ OUTSWING BI-FOLD DOORS
- ⑦ BRICK VENEER
- ⑧ DECORATIVE LIGHT FIXTURE
- ⑨ DECORATIVE STAIR RAILING



SOUTH



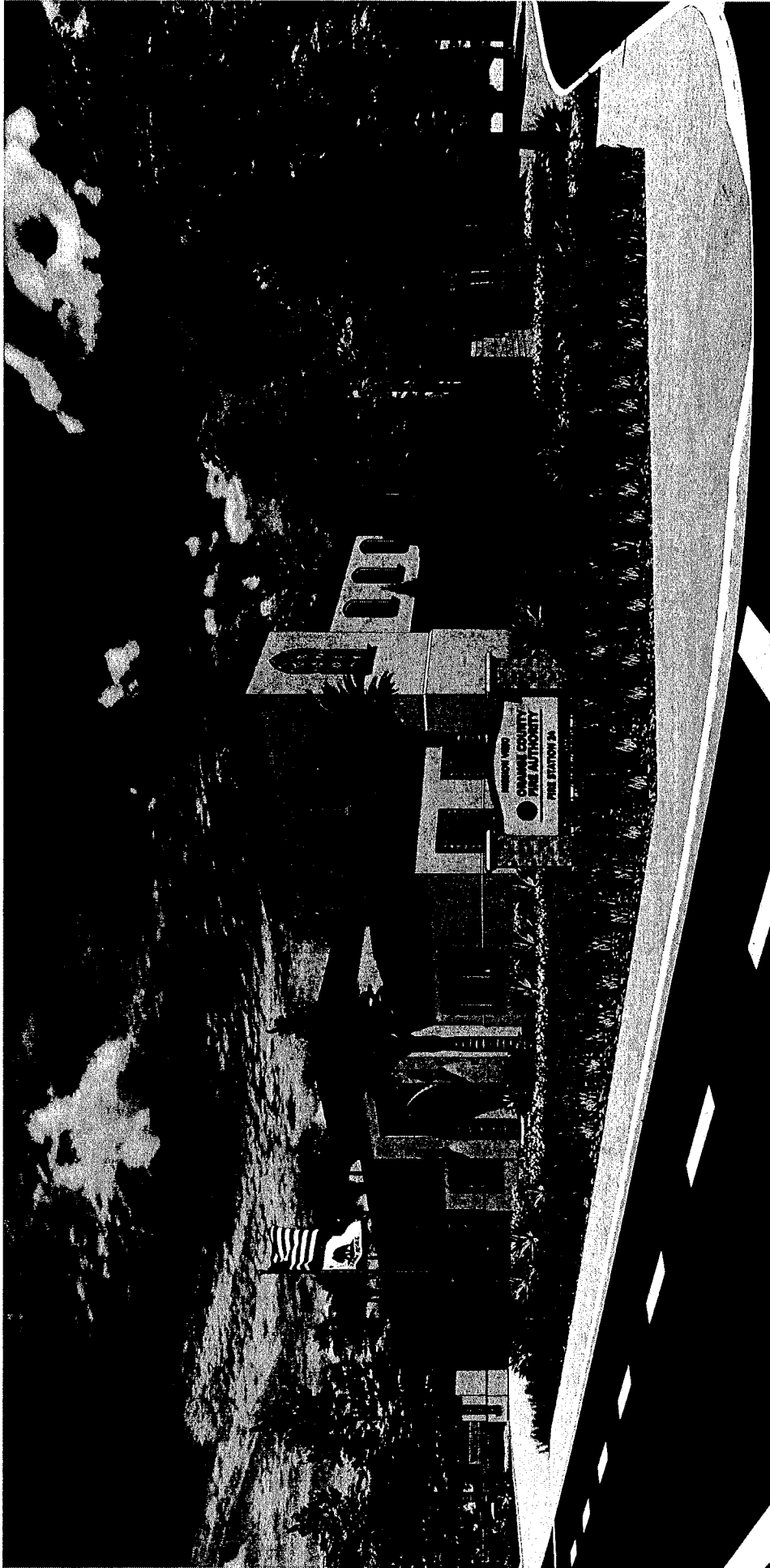
WEST

SCALE: 0 4' 8' 16' 32'  
1/8" = 1'-0"

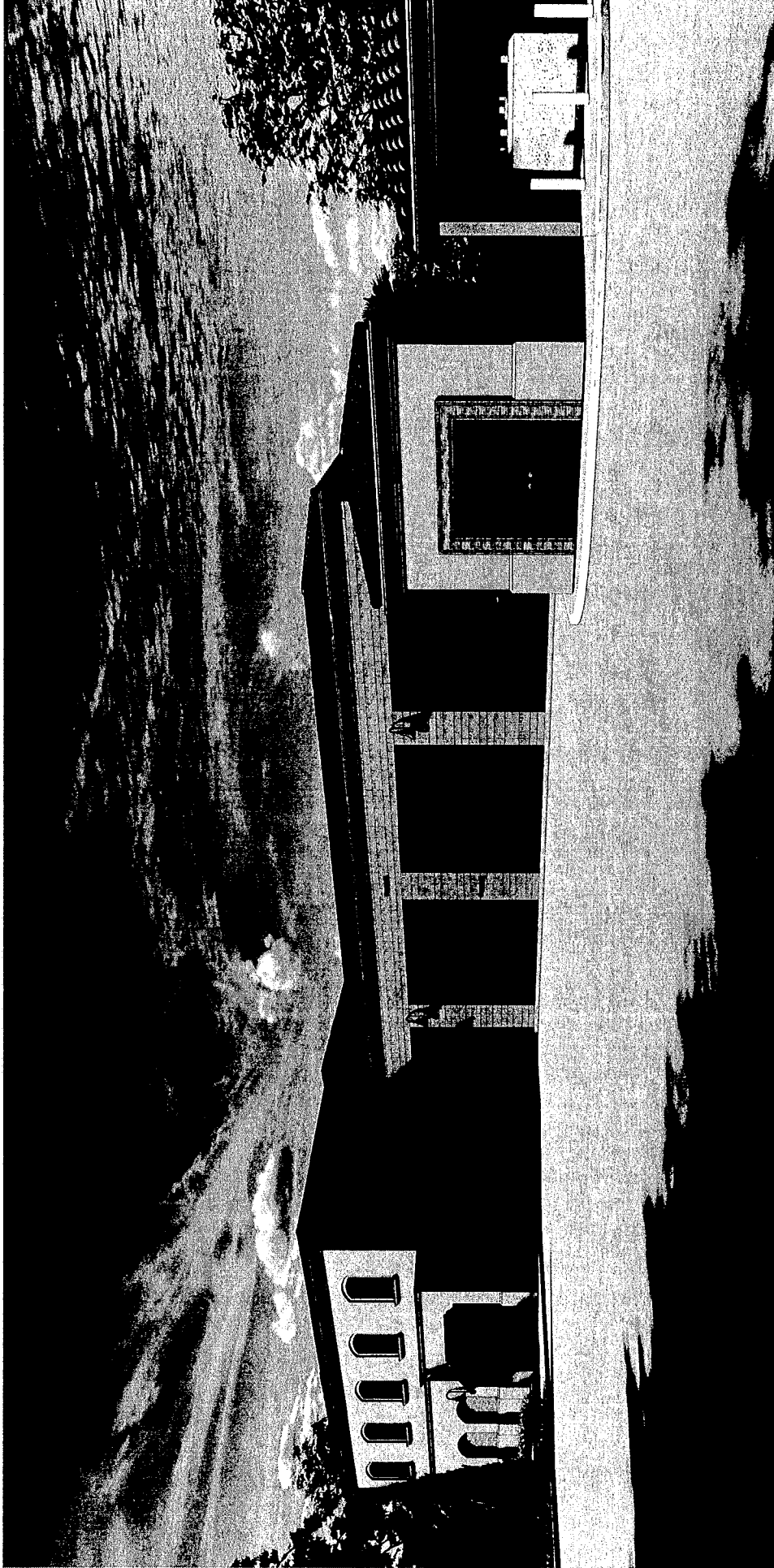


ORANGE COUNTY FIRE AUTHORITY  
MISSION VIEJO FIRE STATION 24

PROPOSAL 01/13/22

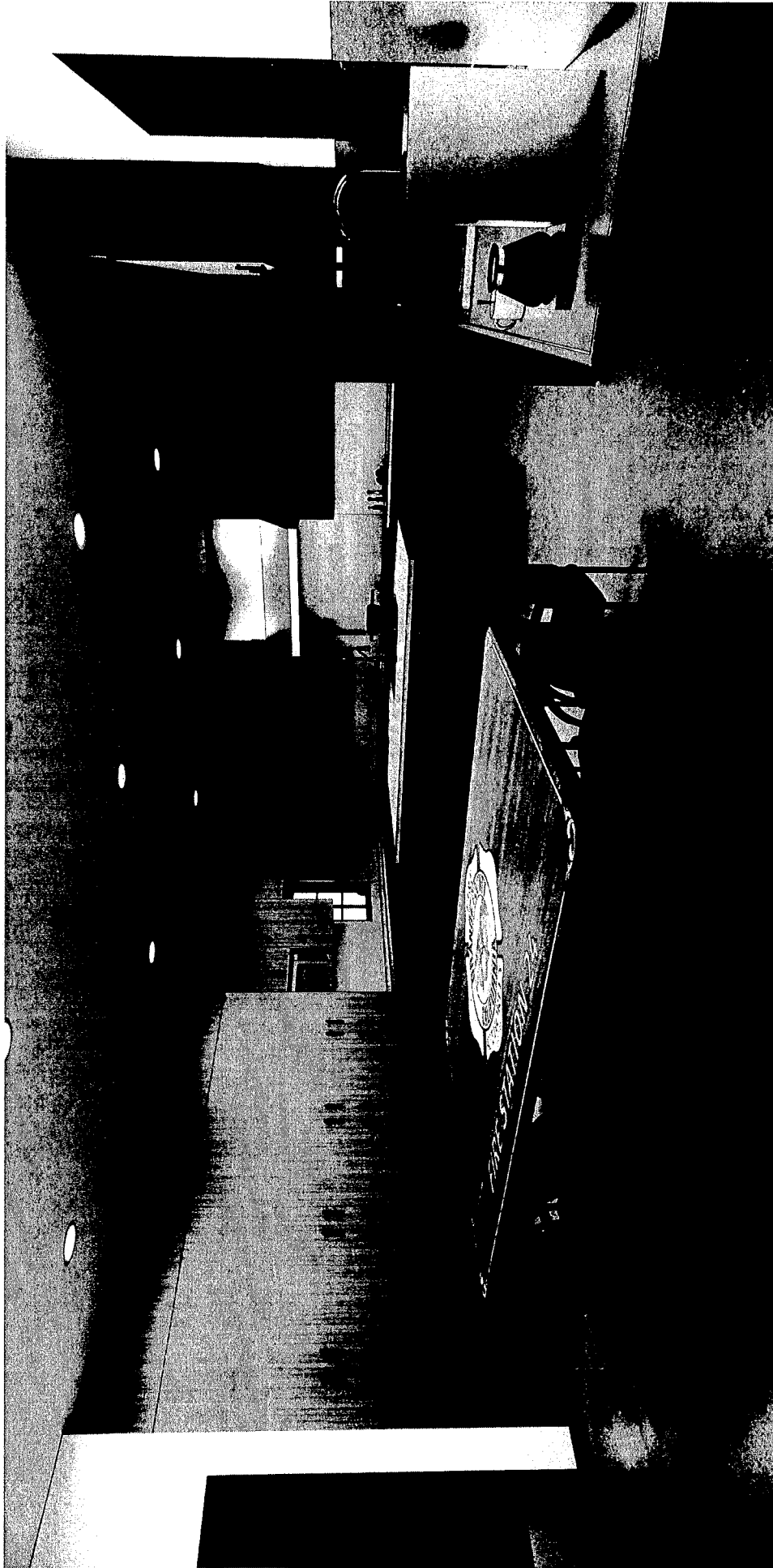


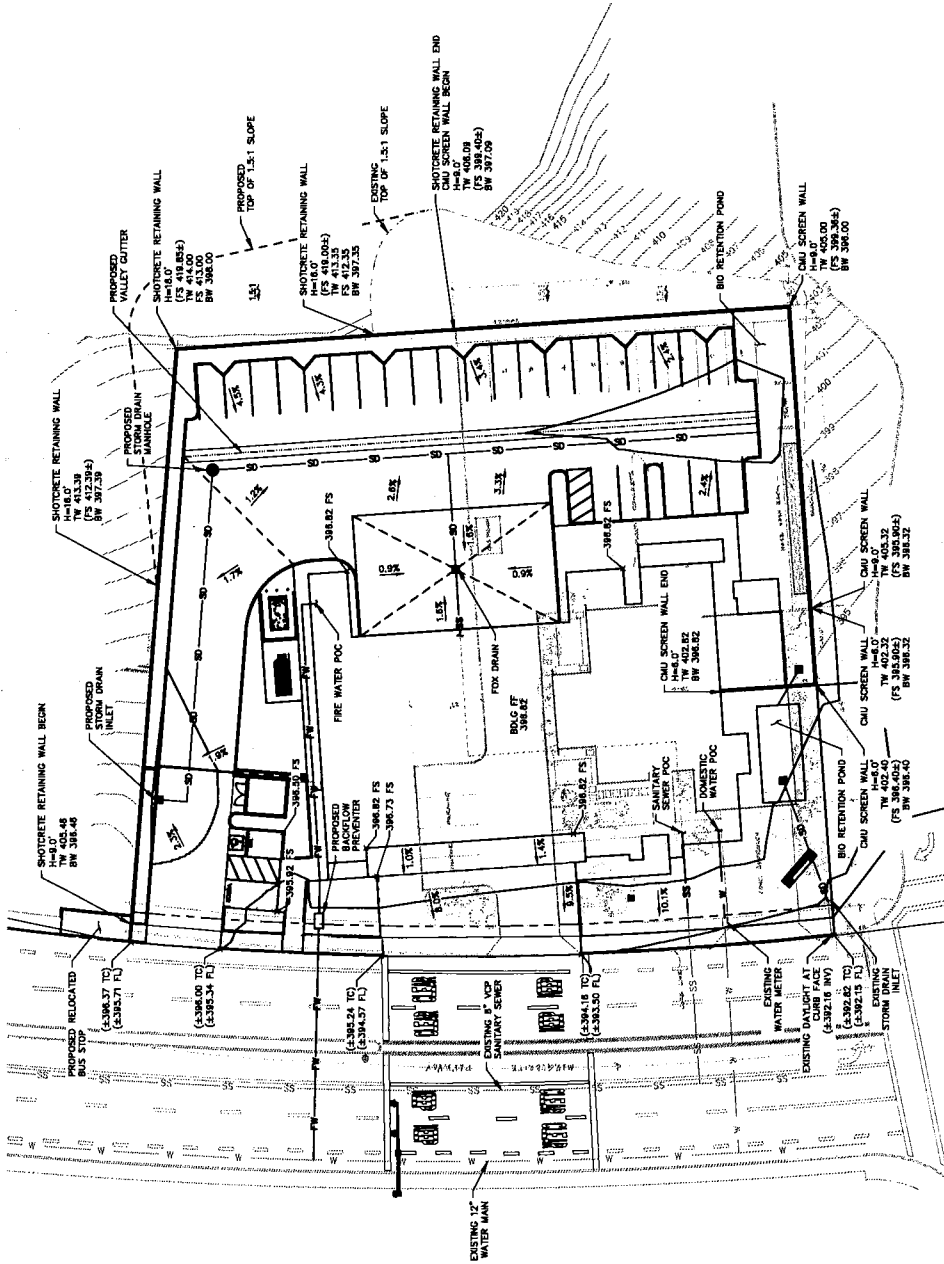










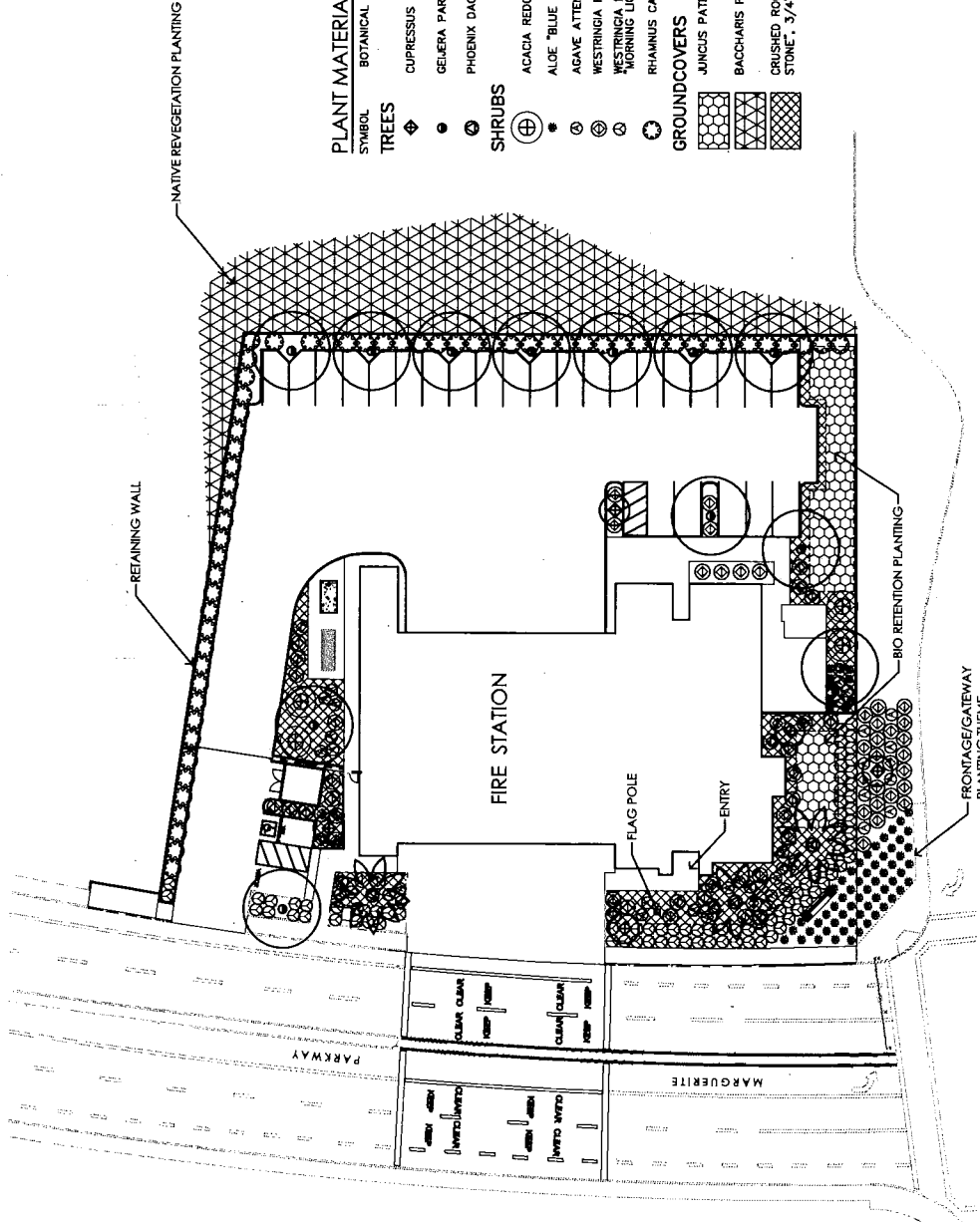


SCALE: 1" = 20'-0"



# LANDSCAPE PLAN

[1]



## PLANT MATERIAL LEGEND - TREE / SHRUBS / GROUNDCOVER

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WATER USE CATEGORY
<b>TREES</b>				
⬢	CUPRESSUS SEMPERVIRENS	ITALIAN CYPRESS	36" BOX	LOW
●	GEUKERIA PARVIFOLIA	AUSTRALIAN WILLOW	36" BOX	LOW
⊙	PHOENIX DACTYLIFERA	DATE PALM	20' BTH	LOW
<b>SHRUBS</b>				
⊕	ACACIA REDOLENS "DESERT CARPET"	PROSTRATE ACACIA	1 GAL	LOW
⊙	ALOE "BLUE ELF"	BLUE ELF ALOE	5 GAL	LOW
⊙	AGAVE ATTENUATA "NOVA"	AGAVE	5 GAL	LOW
⊙	WESTRINGIA FRUTICOSA "MUNDI"	LOW COAST ROSMARY	5 GAL	LOW
⊙	WESTRINGIA FRUTICOSA "MORNING LIGHT"	MORNING LIGHT COAST ROSMARY	5 GAL	LOW
⊙	RHAMNUS CALIFORNICA	COFFEEBERRY	5 GAL	LOW
<b>GROUNDCOVERS</b>				
⬢	JUNCUS PATENS "ELK BLUE"	SPREADING RUSH	1 GAL	LOW
⬢	BACCHARIS PILULARIS "PIGEON POINT"	DWARF COYOTE BRUSH	1 GAL	LOW
⬢	CRUSHED ROCK MULCH WITH BROWN WEED BARRIER BASE, "HORSE CREEK CRUSHED STONE", 3/4" SIZE, 3" DEPTH			

SCALE: 1" = 20'-0"



**JKA**  
ARCHITECTURE  
127 WEST AVENUE  
SANTA ANA, CALIFORNIA 92701  
714.241.1111

**BARTERRE**  
127 WEST AVENUE  
SANTA ANA, CALIFORNIA 92701  
714.241.1111



PROPOSAL 01/13/22

## Exterior Design Aesthetic

Fire Station 24 has been designed to follow the guidelines established for the project, while maintaining the look of the building as an important civic landmark. The design utilizes a modern Andalusian architectural style with complementary building materials that satisfy the aesthetic direction provided by the City of Mission Viejo. The finishes and color palette were carefully selected to maximize the use of low maintenance, durable materials and maintain the appropriate architectural character.

### Civic Presence

We understand the desire of the Fire Authority and the City to have this new station be a beacon for the Mission Viejo community and provide a visual statement at this intersection. This, along with the previously noted functional items, is why we developed the design to place the more visually pleasing two-story portion of the building and the enhanced landscaping on the corner facing the intersection. This provides a softer aesthetic for the corner than the exit drive in the RFP concept design.

### Architectural Style

It is our goal for the fire station to have a strong civic presence that embraces the Andalusian architectural language outlined in the RFP and requested by the City. The monument signage, color selections, and apparatus bays space clearly denote the building as a fire station, while the materiality, building massing, and Andalusian architectural aesthetic is comparable to and fits well within the surrounding neighborhood. The architecturally enhanced public entrance is easily visible and accessible.



### **Exterior Materials**

The exterior material selections include colored concrete masonry in 4" and 8" heights arranged in a linear pattern similar to the Andalusian architecture example provided in the RFP. Integral colored stucco for the walls of the living quarters will be highlighted with the use of battered wall and cornice profiles to give the building a rich, ornate appearance. Brick veneer will be used to accentuate openings in the façade and compliment the masonry utilized on the apparatus bay. Cool colored concrete tile roofing is not only durable, it provides texture and an aesthetic quality often seen in Andalusian buildings. The use of brightly colored mosaic accent tile provides small bursts of color to create interest and accentuate the architectural style of the fire station.

### **Functional Design**

All firefighting operations are contained on the ground floor. The day room, kitchen, dining room, fitness room, and outdoor patios are positioned for privacy and screened with site walls. The patio off the kitchen and dining room will be shaded by a trellis. More private by nature, the second floor is comprised of the living quarters for fire personnel inclusive of dorm rooms, single occupancy crew restrooms, laundry, and storage rooms. This proposed design also moves the bunk rooms further from the busy street. Two staircases, one interior and one exterior, provide code compliant ex-iting from the second floor as well as enhance the architectural composition of the building.

### **Interior Design Aesthetic**

The interior design of the building addresses safety and functionality requirements while providing a modern, comfortable atmosphere for the fire fighters. Materials have been selected for their aesthetic quality as well as their durability and ease of maintenance. The material and color palette proposed will complement the exterior aesthetic as well as meet the latest Fire Station and Facilities Design Standards. Final selections will ultimately be developed in collaboration with the Orange County Fire Authority.

### **Stakeholder Consensus**

Our Team understands the importance of the exterior look of the building and how it fits within the Mission Viejo community. We are well versed in working collaboratively with public entities, HOA's, and local community groups to develop designs that fit within and respect the immediate area and its neighbors. We take the approach that the inside of a public facility belongs to the occupants, and the exterior of the facility belongs to the community.





### Building Framing

This is a two-story fire station with flat roofs. The roof framing above the Living Quarters/Administrative area will be framed with wood TJI type I-joists spaced at 24-inch o.c. The roof framing will be supported by wood beams and 2x6 wood stud walls. The 2nd floor of the Admin./Living area will be 1-1/2" gypcrete over 3/4" plywood supported by 16" TJI joists at 16" o.c.

The roof of the Apparatus area will be framed with wood TJI type I-joists (20 inch deep) spaced at 24-inches o.c. The main support system will be 68'-0" long tube steel trusses spaced at 17'-0" o.c.

The lateral framing system for the building will be 8" reinforced masonry walls and 12" reinforced masonry piers/lintels at the Apparatus area and wood framed shear walls with plywood sheathing at the 1st and 2nd floor of the administration/living quarters.

### Building Foundation

The foundation will consist of reinforced concrete slabs-on-grade with continuous perimeter edge and interior bearing/ shear wall footings (24" wide x 24" deep) and individual spread footings at columns and line footings at interior bearing and shear walls. The slab in the living quarters/administration/fitness area will be 5-inch thick and the slab in the apparatus area will be 8-inch thick.

### Design Codes

Building will be designed to the latest adopted code, California Building Code (CBC), 2019 Edition.

- Seismic and Wind design will conform to 2019 CBC and ASCE 7-16 with Use Occupancy Category IV (IE = 1.5)
- Seismic Design Category is D
- Basic Seismic Force Resisting System: Special Reinforced Masonry Shearwalls at Apparatus area and Wood Shearwalls at other areas.
- Roof Live Loads: Use 20 psf
- Floor Live Loads: Use 50 psf

### Special Inspections

All Concrete including Foundations and Slabs, Masonry, and all Steel Field Welding will require Special Inspection.



**Mechanical Systems**

The indoor design conditions for all spaces in the building shall be based upon ASHRAE standards, anticipated occupancy and ventilation rates as prescribed per the most current version of California Mechanical Code and Title-24 Standards. In general, occupied spaces shall be designed to 70 degrees Fahrenheit cooling and 68 degrees Fahrenheit heating. Equipment rooms shall be designed to 72 degrees Fahrenheit cooling. No humidity control will be provided.

The outdoor design conditions to be used in this project are based on ASHRAE 0.5% annual cooling dry bulb and mean coincident wet bulb temperatures, and the 99.6% heating dry bulb temperature.

The HVAC system serving the building will be designed observing the following:

- 2019 California Mechanical Code
- 2019 California Energy Efficiency Standards (Title-24)
- ASHRAE 90.1- 2019
- ASHRAE 62.1- 2019
- ASHRAE 55.1- 2019
- ASHRAE Handbook of Fundamentals
- NFPA 30 for Emergency Generator
- 2019 California Fire Code
- 2019 California Green Code
- SMACNA

The project includes the design of the heating, ventilating, air conditioning (HVAC) system required to control and maintain space indoor conditions appropriate for occupancy during the cooling and heating seasons at the OCFA Fire Station No. 24 located in Orange County, California. This system is comprised of HVAC equipment, air distribution, and controllers as described in the paragraphs below.

All spaces within the fire station shall have either conditioned ventilated air, ventilation only, or exhausted. All HVAC systems to maintain minimum 70°F cooling and 68°F heating set point and will include low ambient control systems for cooling modes.

The Air Conditioning base system shall be high-efficiency Variable Refrigerant Flow (VRF) system using indoor fan coils and remote condensing units located away from quiet spaces such as dormitories, day rooms, dining rooms, study rooms, and offices. The Air Conditioning alternative system may be gas heating/electric cooling package units with economizers on all units serving common areas.

All VRF/split HVAC equipment exposed refrigerant piping shall be metallic aluminum jacket cladding and fittings. High efficiency thermal insulation shall be installed to ASTM and California Mechanical Code standards and shall minimize any insulation lining in the air stream.





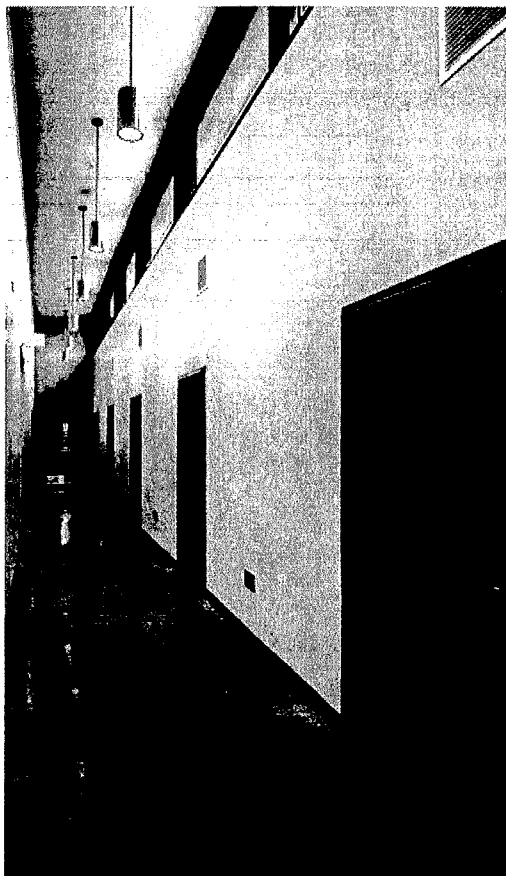
## **MECHANICAL & PLUMBING BASIS OF DESIGN**

Dormitory spaces shall be on a system that allows independent control of each room. The common living areas shall have a separate air conditioning unit. The office area shall have a separate air conditioning unit and a specific air conditioning unit will be provided for the Fitness Room. Kitchen exhaust for the hood over the stove (residential type) and make-up air.

The Elevator Machine room and Telecomm room shall be provided with individual 24-7 cooling unit systems separate of adjoining hallway or office area to maintain minimum 72°F cooling set point. Systems shall be equipped with low ambient controls. Make-up air will be provided as required at the Compressor and Hot Water Heater Room, forced air matched volume exhausted. Exhaust provided for the laundry area, turnout area, bathrooms, and electrical rooms.

Unit heaters will be provided for the Apparatus Bay. Plymovent Vehicle exhaust for apparatus bay. System will include rails, snorkels, fire truck tailpipe connections, fan, and controls. General Ventilation system for the apparatus bay compromised of louvers and an exhaust fan. Apparatus Bay general exhaust system to have CO/NO2 controls.

The location of outdoor condensing units shall be sound sensitive to site requirements. EMS controls for HVAC system with remote monitoring capabilities will be provided. All refrigerant piping, ductwork, distribution, controls and test and balance to ensure a complete and operational system. Mechanical outside air provisions for A/C units shall maintain positively pressurized conditioned spaces. The project shall employ energy savings equipment and exhibit design features that will reduce energy consumption throughout the life of the building. The design shall encompass the goals of sustainability, reduced operating costs, and a healthy, productive workspace.



### **HVAC Equipment**

The HVAC equipment to be installed as part of this project are selected based upon individual controllability and efficiency and will be comprised for the following systems:

**Comm Room & Elevator Equipment Room:** Individual Split system air conditioning (cooling only) system with the outdoor unit to be installed on the Roof. The indoor unit will be installed inside the building (in the Comm Room and Elevator Machine Room above entry door) with refrigerant pipes connecting it to the outdoor unit.

**Occupied Conditioned Areas - Base System:** Variable refrigerant flow (VRF) system, which will be comprised of indoor fan coil units and ceiling cassettes with filter boxes, connected to one or more centralized outdoor units.

The indoor units will be connected to the centralized outdoor roof-mounted units via refrigerant piping. Among other features, the VRF system has the capability of providing simultaneous heating and cooling as demanded by the individual zones of the building. Outside air will be provided to the indoor fan units by booster fans or DOAS unit.

**Occupied Conditioned Areas - Alternate System:** High Efficiency gas heating/electric cooling package units with low ambient controls and economizers.

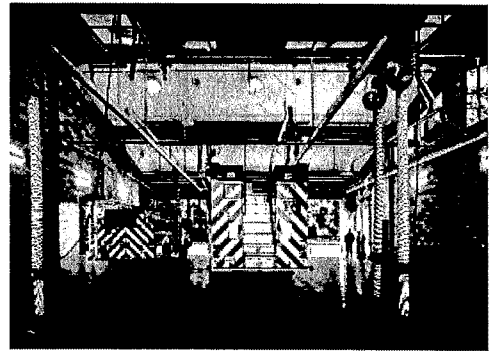
All mechanical equipment serving occupied areas shall be provided with Merv 13 filters.

**Air Distribution System**

The air distribution system associated with HVAC equipment will be mainly comprised of sheet metal round/rectangular ductwork, air devices (diffusers and grilles), and accessories (such as dampers, louvers, flexible duct, flexible connections, etc.). The ductwork layout will be installed and supported following the design procedures outlined by ASHRAE and SMACNA. Balancing dampers will be incorporated to ensure proper air balance in the spaces. Aluma flex duct is not allowed.

**Apparatus Bay Area**

Ventilation system will be provided by roof exhaust fans and intake through intake hoods or louvers. Exhaust and make up air shall be provided for Decon, EMS Storage and Turnout Area adjacent to Apparatus Bay. Exhaust air fans will also be installed to discharge environmental air to outdoors, to properly ventilate spaces, and to maintain the proper area pressurization. All areas adjacent to apparatus bays shall maintain positive pressurization. Dedicated vehicle tail piece exhaust shall be provided for apparatus bay and shall include all rails, snorkels, connections, fan, and controls. All HVAC systems selected will be designed as mandated by the standards mentioned above and according to all code and local jurisdictional requirements to ensure complete, operational, and balanced system.

**Control System**

The operation of the HVAC system will be controlled by an electronic control system that will allow the scheduling and adjustment of space temperature set points. System will be equipped with remote monitoring capabilities from a centralized location and include the following:

- The central or main controller shall oversee the operation of all HVAC units.
- Split system units will be controlled by dedicated/individual electronic controller with the ability to implement the control strategies mentioned above.
- Dedicated exhaust fans serving equipment rooms will be controlled by space thermostats.
- Exhaust fans serving the Turnout Rooms will run at all times.
- Exhaust fans serving individual/single restrooms will typically be controlled through corresponding space wall switch or EMS timer controls.
- Kitchen exhaust fan will be controlled by manual switch on hood.
- Window/Door HVAC interlocks shall be provided for all operable windows and hold-open doors.
- Anticipated system type is the Carrier i-View controls systems. Team will coordinate with the Fire Authority to have system communicate with their existing Energy Management System through appropriate BacNet interface devices.

**Test & Balance**

At the completion of the installation, the HVAC system will be tested and balanced according to approved standards such as NEBB and/or AABC. In addition, the performance of the HVAC system will comply with the 2019 California Green Building Code. Test and Balance contractor shall be a third-party contractor.



	<p><b>Plumbing Description</b></p> <p>The project includes the design of plumbing systems required for the operation of OCFA Fire Station 24. The systems are comprised of cold water, hot water return, waste and vent, natural gas, condensate, sand oil waste, storm drain, compressed air, and all associated supports, valves &amp; equipment to ensure a complete and functional system.</p> <p>The Plumbing system serving the building will be designed observing the following:</p> <ul style="list-style-type: none"><li>• 2019 California Green Building Code</li><li>• 2019 California Plumbing Code</li><li>• 2019 California Building Code</li><li>• 2019 California Building Energy Standards for Residential and Non-Residential Buildings (Title 24)</li><li>• IAPMO Installation Standards</li></ul>	<p><b>Plumbing Fixtures</b></p> <p>Plumbing fixtures will comply with maximum flow requirements per CAL Green. Fixtures include flush valve water closets, flush tank water closets, lavatories, kitchen sink, showers, mop sinks, wash box at the clothes washer, and hose bibs along the exterior walls and apparatus bay. Kitchen shall be equipped with a stainless steel integral large, 12" deep, double compartment sink.</p> <p>Floor drains will be provided in toilet rooms, laundry rooms, and where required per code. Floor sinks will be provided at the air compressor, water heater, and ice machine.</p> <p>A hub drain shall be provided at the base of the fire riser. Heavy duty floor drains or trench drains shall be provided in the apparatus bay and shall drain to a sand-oil interceptor prior to connection to the site sewer system.</p>
	<p><b>Plumbing Systems</b></p> <p>Plumbing systems will consist of natural gas, domestic hot and cold water, compressed air, condensate, sand-oil waste, storm drain and sanitary waste and vent systems.</p> <p>The building drain will connect to the sewer main serving site. A water stub out will be provided for the refrigerators and ice makers. Gas for the range, water heater, clothes dryers, and barbeque grill will be provided.</p> <p>Compressed air for shop air usage and apparatus bay will be provided by an air compressor with an air dryer, filters, oil separator and a vertical receiver tank.</p> <p>A sand-oil interceptor will be provided for the drains in the apparatus bay. Systems selections are predicated upon performance, efficiency, and reliability.</p>	<p><b>Hot Water System</b></p> <p>The hot water system shall be located on the first floor and hot water shall be circulated by means of an in-line circulating pump. System shall comply with the following requirements:</p> <ul style="list-style-type: none"><li>• Centralized tankless unit.</li><li>• System shall be protected with an expansion tank and a thermostatic mixing valve (ASSE certified) to limit hot water temperature supply to a maximum of 120°F.</li><li>• Water heater shall be set at 140°F and provide with thermostatic mixing valve.</li><li>• All hot water and recirculating piping shall be insulated per current Title-24 requirements.</li><li>• Kitchen insta-hot booster heater shall be provided.</li></ul>

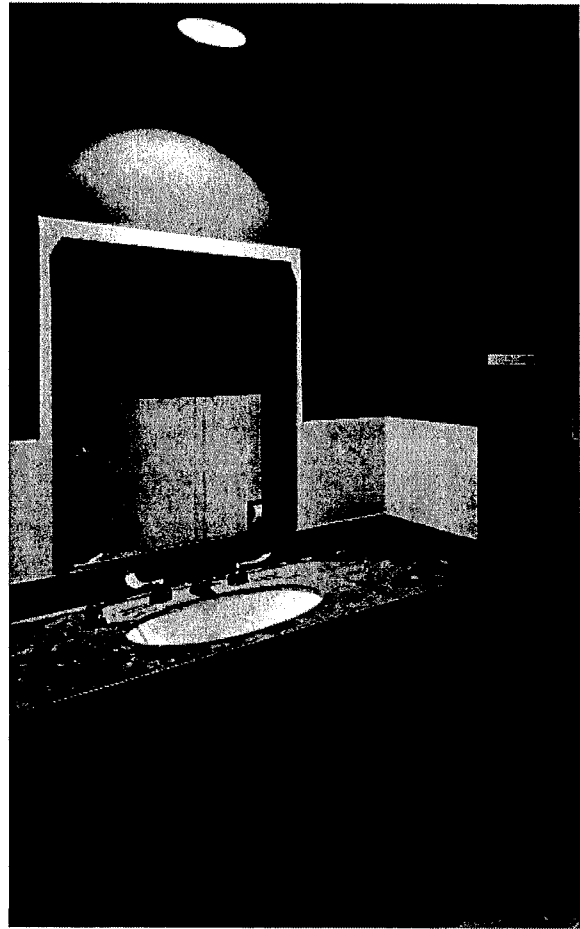
**Water Supply & Distribution System**

The potable water system shall be Type L copper above grade and Type K below grade. A water meter and backflow preventer shall be installed and coordinated with the project civil engineer. Supply pressure shall be designed to remain between 30 and 80 PSI. Maximum pipe velocities shall be as follows:

- Cold: 8 fps
- Hot: 5 fps
- Recirculation: 2 fps

System shall include the following:

- Garden hose bibs will be provided at a minimum on all four sides of the building and at patio area.
- Roof top hose bibs for periodic maintenance of clean HVAC units shall be provided above the Apparatus Room and above the living/office areas.
- The ice machine, kitchen main sink and coffee maker shall be equipped with a filtered water connection.
- The refrigerators shall each be equipped with a water connection with wall shutoff valve.

**Storm Drainage System**

Storm drainage system shall be sized for 2.0 in/hr rainfall per Chapter 11 2019 California Plumbing Code.

Roof Drains for flat roofs will be hidden within wall cavities and tied directly underground into the storm drain system. Flat roof drain and overflow component strainers shall be metallic. Overflow drains will be hidden within wall cavities and deposited per code onto hard scape in a visible location. Pitched roofs will be drained to an exposed gutter and downspout system. Down spouts shall be metallic in composition.

**Drainage System**

PVC piping shall be used for sanitary and storm water drainage piping located within the building envelope. All sanitary horizontal piping runs shall be provided with clean-out access ports for servicing with drain-cleaning equipment and include the following requirements:

- Waste line serving apparatus bay shall be equipped with sand-oil interceptor. Apparatus Bay shall include the heavy-duty area drains or trench drains and minimum 2 hose bibs located inside the apparatus floor.
- Sand/oil clarifier shall be provided on the discharge side of Apparatus Bays' drains. Size and quantities shall be for appropriate drainage.





## MECHANICAL & PLUMBING BASIS OF DESIGN

### Gas System

Gas piping shall be provided from the main service entry location to all gas utilizing fixtures and equipment for the building including, but not limited to water heater, oven, dryers, HVAC equipment and site BBQ. System shall include/comply with the following requirements:

- Pressure regulators shall be furnished as required.
- Gas will be distributed in Schedule 40 black steel piping with threaded malleable iron fittings.
- Solenoid valves shall be furnished for emergency shut off to all gas utilizing cooking equipment.
- Patio areas will be equipped with a gas stub-out with gas cock for a BBQ, although BBQ will not be a built in unit per RFP directives.
- Natural gas shut off valves, dirt legs, testing and flexible connections.

### Condensate Waste System

A condensate drainage system shall be provided for all HVAC and condensing equipment via insulated Type M copper piping (insulated). Connections to the units shall be trapped and vented. The system shall discharge to approved receptors.

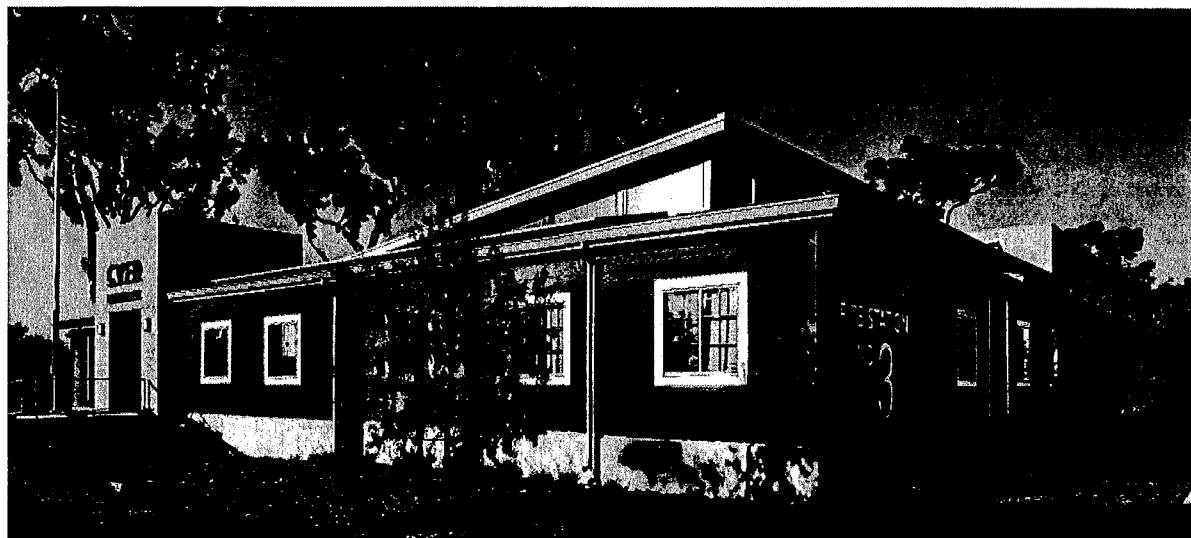
### Compressed Air System

Air Compressor shall include the following: an ASME certified vertical tank mounted air compressor (140 PSI minimum) complete with pressure regulator and automatic condensate drain. All compressed service air to be filtered. Unit shall be Ingersoll Rand, 140 gallon tank with Bleed.

Apparatus bay shall have a minimum of eight (8) compressed air outlets.

### Fuel Tank and Dispensing System

Provide and install all components to ensure a fully functional system to support fuel fill and generator support. System shall include an above ground fuel dispensing tank with City approved card reader and shall integrate with building communications systems.



**Design Criteria**

- CEC: California Electrical Code 2019
- CEC: California Energy Commission T-24 2019
- IESNA: Illuminating Engineering Society of North America
- NFC: National Fire Codes
- NFPA 70: National Electrical Code Handbook
- OSHA: Occupational Safety and Health Association
- UL: Underwriters' Laboratories, Inc.

**Design Approach**

The Fire station building electrical system will be served from a new pad mounted service transformer located Marguerite Rd. on the project site. It is anticipated that this service transformer will be fed from an existing primary circuit previously feeding the existing transformer.

The existing transformer will be removed, and a utility handhole will be installed to facilitate extension of the primary. 2-5" primary conduits will be extended from the vault to the new pad mounted transformer. From the pad mounted transformer, there will be 4-4" secondary conduits to the service/meter underground pull section.

The station electrical system will include an 800A, 208Y/120V three phase, four wire main service switchboard board. The service switch board will include utility metering, surge protection unit, line side tap for PV system and feeder circuit breakers.

The full electrical system for the new station will be backed up with standby power from a diesel engine generator (to be verified during programming) with an associated above grade mounted 72 hour rated fuel tank. The service will also include an 800A 4-pole automatic transfer switch.

CATV and Telephone system will be fiber. The existing service pedestal located adjacent to the existing transformer will be relocated outside of the new drive isle. 2-4" conduits with pull string shall be provided for ISP cabling. Point of connection and routing will be verified and coordinated with the ISP planner and shop drawings during design.

A code minimum Fire Alarm System will be provided. Pull stations, horns, speakers and strobes will be placed per NFPA 72. The fire alarm control panel will be installed in the main telephone room. The remote annunciator will be installed in the lobby. The Fire Alarm System will be interconnected with the existing base-wide FA systems for reporting and monitoring. A sign will be added for the alarm bell indicating "Fire Alarm."

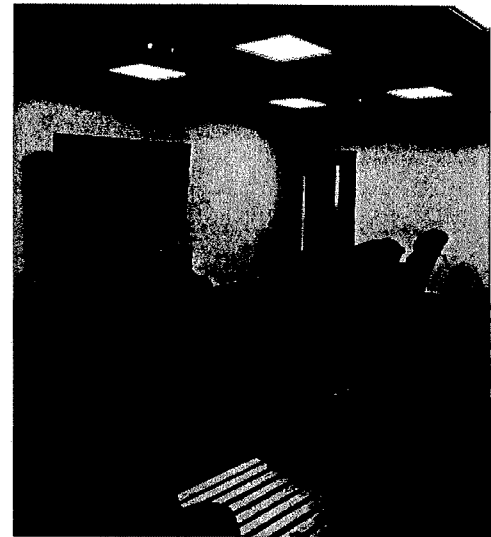


### Power for General Use

Branch circuit panels will be provided for lighting, power, kitchen equipment and HVAC loads with copper bussing. All panels will include bolt-on type circuit breakers. Recessed branch panels will be located in corridors on the first and second floors. Exterior weatherproof GFCI outlets will be located around the building perimeter.

All branch circuit home run wiring for lighting fixtures and outlets will be copper conductors installed in minimum 3/4" conduit. MC cable is anticipated to be utilized for power distribution to lighting and power outlets from boxes with circuit home runs.

All electrical conductors shall be solid or stranded copper, in conduit. Final motor connections will be made with flexible conduit. Room specific power requirements will be provided per the prescriptive requirements of the RFP.



### Lighting

The building interior lighting system for each station will be provided in compliance with RFP and IES recommendations. The lighting calculations will be performed for each different type of space using modern software.

The interior lighting system will include surface mounted, recessed, and direct/indirect LED light fixtures with energy efficient 0-10V dimming modules. Low level, red LED lighting fixtures will be provided in nighttime sleeping areas, including engineer offices, hallways leading to the apparatus bays, and as approved by the fire department. Red low-level lighting shall interface with the alert paging system. Architectural LED lighting fixtures including indirect mounted lights will be provided in the main lobby.

Exterior Lighting System for building façade, outdoor work areas and parking areas will include pole and building mounted LED type fixtures. Concrete pole bases will be a minimum of 18", with steel light fixture poles. (1) Site pole nearest the apparatus bay will be equipped with a 120V receptacle for apparatus charging. Exterior Lighting in select locations can be powered with integral PV.

A red colored light shall be provided at the entrance of the fire station, to be controlled via manual switch and photocell. Path of egress and building exits will be illuminated with lighting fixtures and exit signs supplied from the generator and integral batteries for interior fixtures and Central Emergency Lighting Inverter for exterior fixtures.

Energy saving measures will be used in in this project to design in accordance Title 24 and local ordinances. Systems will include but not be limited to multi-level switching and motion sensors in all areas to include private offices, apparatus bay areas and storage rooms. Light fixtures in open areas will be controlled by multiple day-light sensors. The entire exterior building lighting system will be controlled by a central electronic lighting control system with photocell and time-clock functions. All LED lighting will be provided dimming capabilities in conformance with 2019 Title-24 requirements.

### Grounding

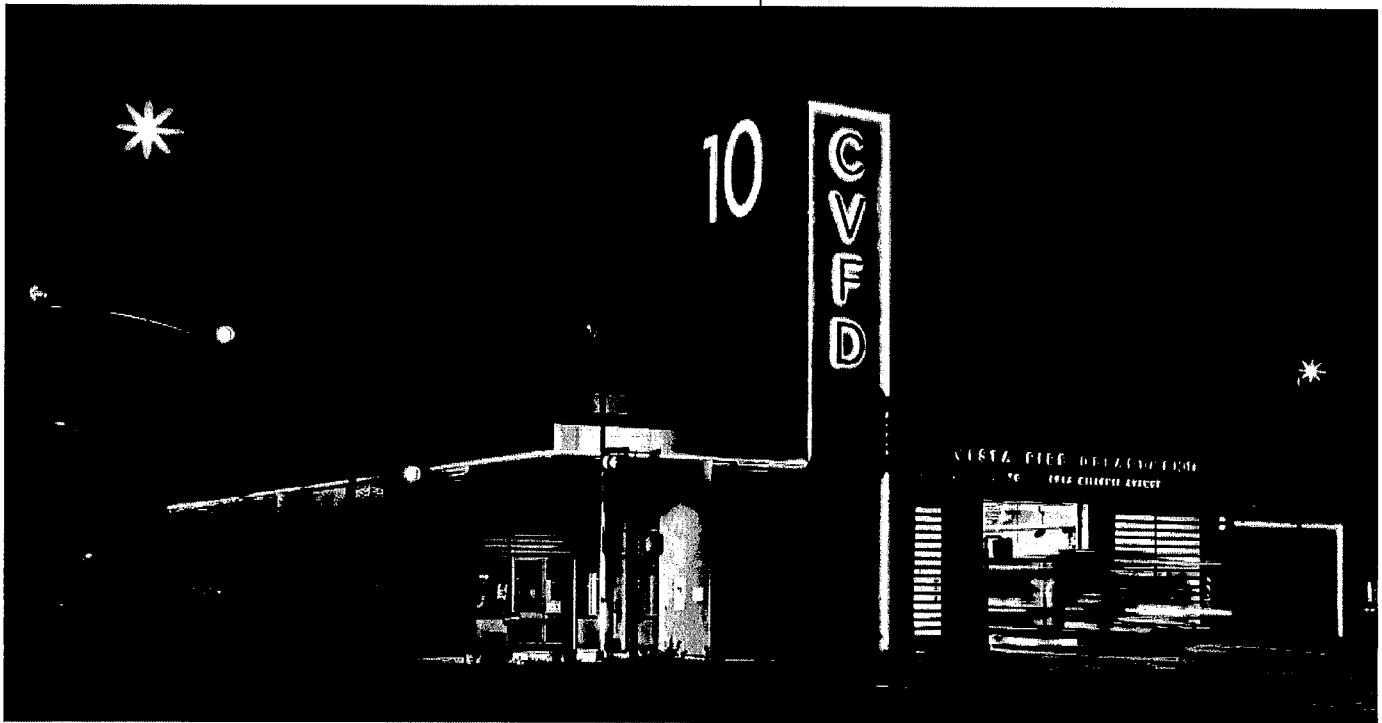
Grounding System will comply with NEC Article 250. The system will include a bounding jumper at the main service panel board. A telecommunication Main Ground Bus (TMGB) ground will be provided in the communications room and will be connected to the building grounding system.

### Low Voltage Systems

Provide MPOE in the tele/data room with a minimum of 4-4 plex receptacles. All systems (I.T., data, security) will be installed in EMT conduit with min. 3/4" conduit size.

The station will be wired for Wi-Fi capabilities, to include conduit and cable for Wire-less Access Points.

2-2" conduits from telecommunications room and weather head shall be provided on the exterior of the building, located adjacent to the antenna mount.



All critical IT and Communications equipment, including City IT, alerting (WestNet) Alarm/Station Phone System/Data Wiring/IT/Com shall be on UPS. UPS Size and location to be determined in programming.

A WESTNET PA and Alerting system will be provided and installed by Westnet for this station and will include Strobes, Horns, Paging Modules, volume controllers etc. Point of connection for line voltage and interconnection will be provided. The station alerting system is part of FF&E. Conduit for station alerting is included in base price for the station.

### Existing Conditions

Existing development on the site will be removed as necessary to accommodate new station development. We will work with the Fire Authority and HOA to clean up slopes on adjacent property and replant to remove current fire hazard as well as allow for grading & construction of site walls. We have included an allowance of \$120,000 for clearing and re-planting of existing slopes since this cannot be properly quantified during the proposal process.

### Civil Utilities

The site will use the existing domestic water service from the existing 12" water main on the far side Marguerite Parkway. The existing 4" sewer lateral from Marguerite Pkwy will also be utilized. Proposed fire water lines and hydrants will be required to meet the sprinkler system and 150ft hose length coverage of all new buildings. This will include a new 8-inch fire service lateral from the existing 12" water main on the far side Marguerite Parkway, then an 8-inch double detector check assembly (DDCA). From the DDCA one 6-inch fire line to the riser room, and one 8-inch line to the proposed onsite fire hydrant. The Civil Utility Drawings will provide the new wet (sewer / water / storm drain) utility laterals as needed.

### Dry Utilities

The layout of dry (electrical / communication / natural gas) utility relocation and extensions will be addressed on the Site Electrical Plan by the MEP. The MEP Drawings for the dry utilities (telephone / CATV / natural gas / electrical power & lighting) will provide confirmation and support documents that the project can be supported by all existing dry utilities and public services.

### Site Grading

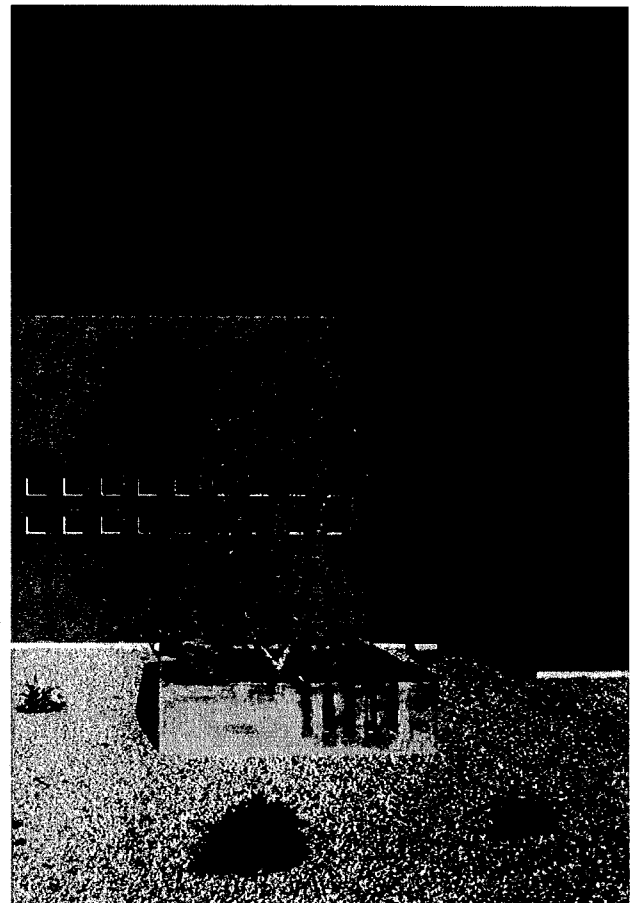
In terms of existing grades, the existing developed site is relatively flat with an average slope of 1% towards to the south with a storm drain inlet that takes drainage west to the curb face. The proposed site will maintain the general existing pad elevation but will expand the developable site area by adding perimeter retaining walls.

This grading will generate export material, and will include re-establishing site surface drainage to the south to proposed storm water quality treatment basins along with basin drains to a parkway culvert to direct flows to the gutter along Marguerite Parkway.

### Storm Water Mitigation

Storm water will be conveyed to storm water treatment basins to percolate, if infiltration is feasible. Any overflow will be directed to the storm drain inlet that will drain to a new parkway culvert that will drain to the street at the south west corner of the site. The overflow pipe will prevent the storm water from reaching the building face in cases of extreme storm or treatment failure conditions.

Typically, a preliminary WQMP and Final WQMP are required since over 2,500 sf of exterior surface is being modified. A SWPPP that addresses storm water quality during construction, will also be required since the proposed design disturbs more than an acre of land.



### Landscape Design Concept

Andalusian landscapes are exemplified by a Mediterranean style of garden design. Design and plant selection is based on attention to climate, soil, and water usage. The concept of hydrozoning or grouping plant material based on solar exposure and similar water needs is fundamental to Mediterranean garden design.

Taking design cues from the historic palace complex, the Alhambra located in Granada, Andalusia, Spain, there are elements of Fire Station 24's architecture and landscape that can express the spirit of the Andalusian style. Relative to the landscape the incorporation of dominant vertical trees such as Date Palms and Italian Cypress will accentuate the station's architecture in the Andalusian style. Another palm species such as a native California Fan Palm may be considered as an alternate. The ground plane will be low water usage/low profile shrubs and groundcovers in a semi-formal pattern to present a civic image to the surrounding community.

Maintenance considerations will be prominent in developing the landscape design. A traditional design theme of lawn with close massing of shrubs and groundcovers is not appropriate for the fire station site. A Mediterranean design theme emphasizing a 50/50 mix of inert groundcovers such as crushed rock and/or decomposed granite with low water use shrubs and groundcovers will complement the neighborhood's visual quality and be a signature landscape within the surrounding Core Area district.

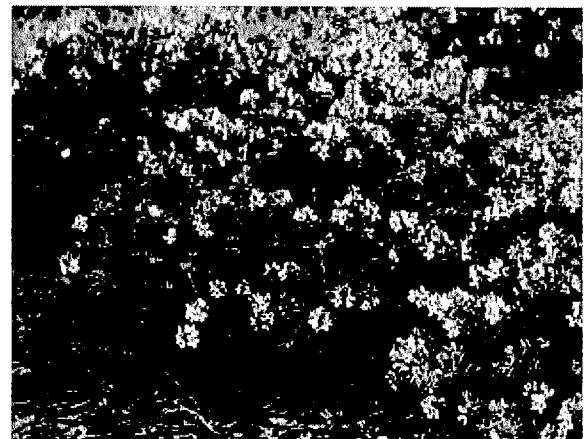
### Irrigation Systems

Consideration will be given to what extent the existing irrigation systems can remain or be upgraded to be compliant with City, County and State current water use irrigation standards. Accurate as-built plans are critical to beginning the design work, assuming plans are available.

Irrigation systems will be designed to avoid runoff, seepage, low head drainage, overspray or other similar conditions onto adjacent property, non-irrigated areas, walks, roadways or structures. Overhead irrigation will not be permitted within 24 inches of an impermeable surface.

The irrigation systems will be automatic and installed to provide coverage for all planting areas shown on the plans. Low precipitation equipment will provide sufficient water for plant growth with a minimum of water loss due to run-off. Irrigation systems will use high quality automatic control valves, timers, moisture sensing devices, and other necessary irrigation equipment.

All drip systems will be adequately filtered and regulated per the manufacturer's recommended design parameters. Irrigation components will be of non-corrosive materials. Moisture sensing devices will be installed as required to monitor soil moisture levels. All irrigation improvements will conform with the Fire Authority's standards as well as the County's Water Efficient Landscape Ordinance and Standard Details for installation.

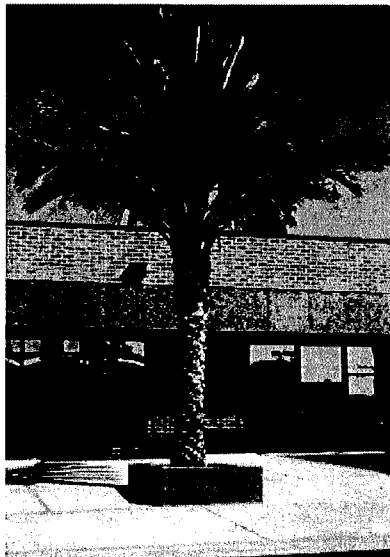
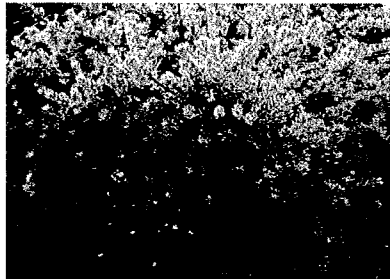




## K8 LANDSCAPING BASIS OF DESIGN

### Planting

Landscape area plant material will be selected based on their adaptability to the climate, soil, exposure, established water budget and location within the project site. Hydrozoning principals will be observed in tailoring individual irrigation systems to trees, shrubs and groundcovers of similar watering requirements. Low-water use and deep-rooted plants will be installed. Restrictions will be placed on tree placement based on proximity to paving and visibility from truck exiting driveways adjacent to public streets. A minimum ninety day maintenance establishment period for planting and irrigation prior to turnover to the Fire District will be provided.



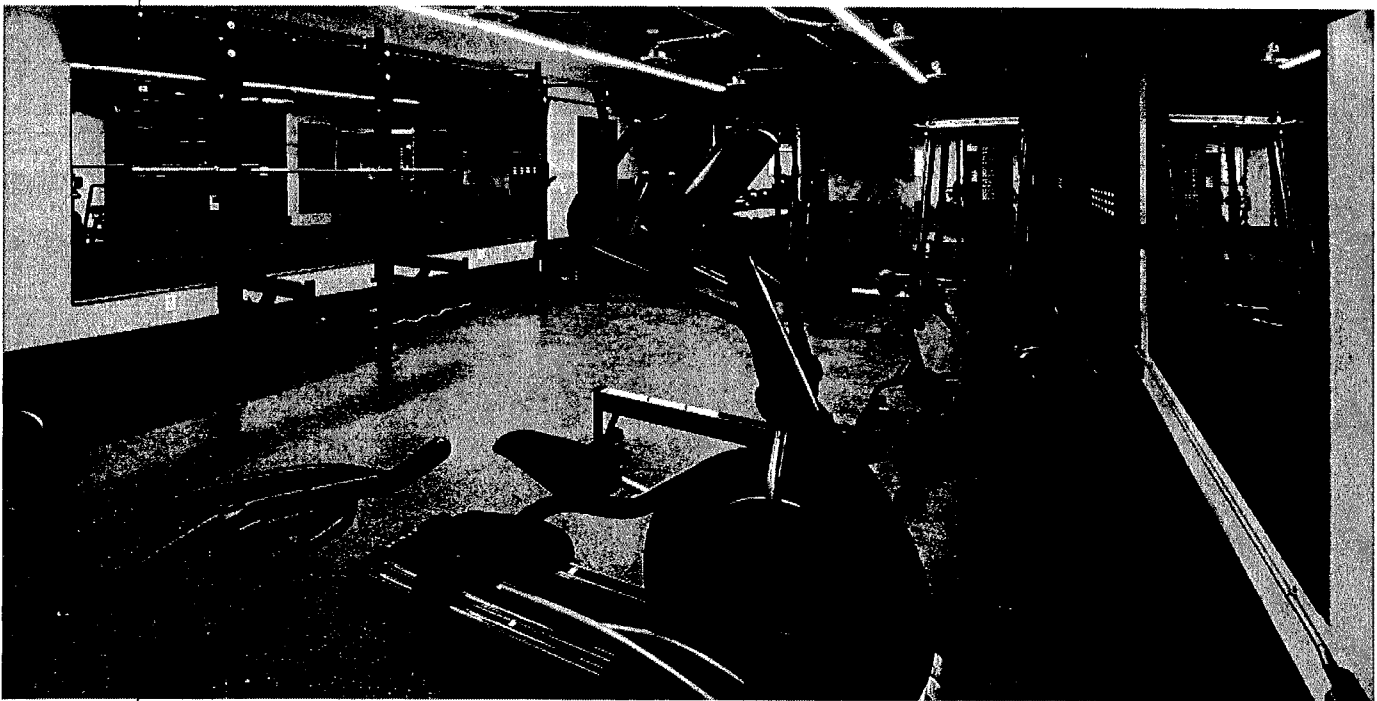


## FURNITURE, FIXTURES, & EQUIPMENT

**We have validated the FF&E program provided in the RFP for all furniture, fixtures, and equipment and confirmed that the level of quality meets or exceeds best practices for public buildings and essential facilities.**

Having completed many Fire Station projects, ECC and JKA have also taken the lead on developing detailed FF&E (Furnishings, Fixtures and Equipment) information for these stations. FF&E often includes not only the furnishings for the station (chairs/tables/desks) but can include beds, pots and pans, office supplies, tools, and equipment. Having knowledge of what is required in an operational fire station, along with years of experience selecting the FFE for these stations, we understand how to select durable, high quality, and cost-effective products.

We have reviewed the FF&E listing included in Section 5F in the RFP. We have utilized this to evaluate the FF&E budget pricing and verified the level of quality necessary for this type of facility is obtainable for the allowance provided. In the design process, we would review these preliminary FF&E selections with the Fire Authority to update the FF&E schedule and pricing. As the design of the station progresses, we will ensure that the FF&E items selected fit within the designed spaces and appropriate utility connections are provided for each item where required. We will also keep an up-to-date inventory of equipment model numbers and availability as we have learned through our extensive experience that manufacturers often discontinue and update their product numbers periodically over the duration of a design-build project.



ECC will coordinate with the Fire Authority and West Net to develop design for the station and finalize budgets as part of the FF&E process. Page 39 of the RFP indicates mechanical controls and software as part of FF&E. We have included the internal HVAC controls required for the local operation of HVAC systems utilizing Carrier i-View system that is compatible with the VRF system. We will work with Fire Authority to coordinate and provide additional controls to connect this system to existing EMS System owned by the Authority as part of the FF&E budget.

We will develop a detailed binder of FF&E items with final selections, finishes, manufacturer options and cost data. Our team will work diligently with the Fire Authority to formulate final FF&E purchase/installation to ensure the station functions efficiently and provides the fire fighters the necessary furnishings & equipment to live comfortably and provide protection to the community.



## **Quality of Design**

---



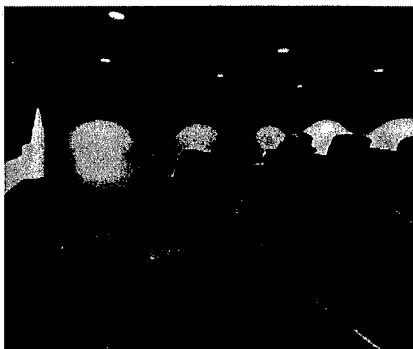
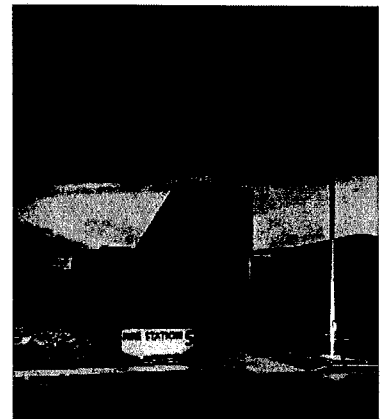
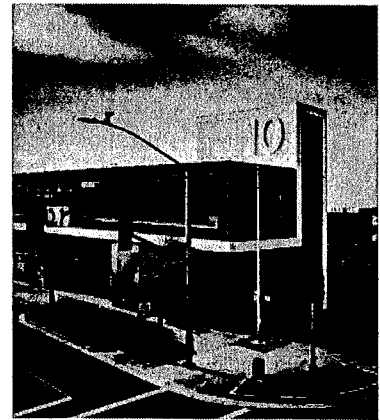
## FEATURES OF DESIGN EXCELLENCE, INNOVATION, & OCFA COMPLIANCE

### Enhancing the Exterior Environment

Careful consideration was given when determining the best placement of the building and driveways on the site. The design team assessed the site constraints and sought to address the City's concerns about creating an attractive and welcoming corner presence for the future Core Area development. Orienting the building with the living quarters located on the south side of the site creates opportunities for visually interesting building massing and a prominent entry point for the fire station off Marguerite Parkway.

This design also moves the egress driveway away from the signalized intersection which in turn decreases the slope of the driveway and increases the safety for exiting fire apparatus. We understand the current exit drive works sufficiently with a two-bay station in close proximity to the intersection. However, when you lay out the new four-bay station there is increased potential for vehicles stopped in the southbound lanes to interfere with safe exiting. Our proposed design stops southbound traffic north of the exit drive to allow for a safer exit path for the apparatus from the station in both directions, but definitely when heading south.

Maximizing the distance of the living quarters from the south property line allows for enhanced landscaping, monument signage, and added privacy for fire personnel. The site design incorporates storm water mitigation measures to ensure minimal impact on the surrounding land uses. Proposed grading at the north and east sides of the site has been designed to minimize the retaining wall height to the greatest extent practical. The stand-by generator has been located away from all occupied spaces to reduce noise impacts to fire personnel and neighboring properties.



### Enhancing the Quality of the Indoor Environment

The building has been designed and materials selected which enhance indoor air quality and minimize the spread of infectious diseases often found in Fire Stations. Understanding the critical features of "Hot Zone" design in fire stations is a feature of all our stations, so that we minimize the inherent risk to fire personnel, from the elements they bring back to the station from their calls. This is accomplished by locating certain functions away from the living quarters of the station, creating air lock vestibules between the living quarters and apparatus bay, the use of hard surface materials which are easier to clean, the convenient location of restrooms and hand washing stations to prevent the spread of contaminants, the proper design of vehicle exhaust removal systems, and creating positive pressure ventilation in the living quarters of the station.



Another design enhancement for the living quarters portion of the station is the location of the bunk rooms, which are set back a minimum of 70'-0" from Marguerite Parkway and 50'-0" from the shopping center access road. Placing the bunk rooms on the second level and away from the busy street will provide acoustic separation from traffic noise and reduce disturbances while fire personnel are in their individual dorm spaces. Sound attenuating gypsum board and acoustical insulation for the second-floor demising walls will be provided for acoustic separation within the interior of the fire station.



## FEATURES OF DESIGN EXCELLENCE, INNOVATION, & OCFA COMPLIANCE

### 50+ Year Service Life

This fire facility is designed and constructed for a functional service life of 50+ years. We have selected building materials that will allow this facility to serve the Mission Viejo community for the next 50 years plus. Specific materials include, but are not limited to, multi-colored concrete masonry walls at the Apparatus Bay, stucco as the exterior finish material at the two-story portion of the facility; the use of concrete tile roofing; and polished and stained concrete floors throughout the first floor of the facility. Mechanical, plumbing, and electrical equipment and systems were selected for their efficiency and extended service life.

### Minimize Consumption of Energy, Water, and Construction Materials

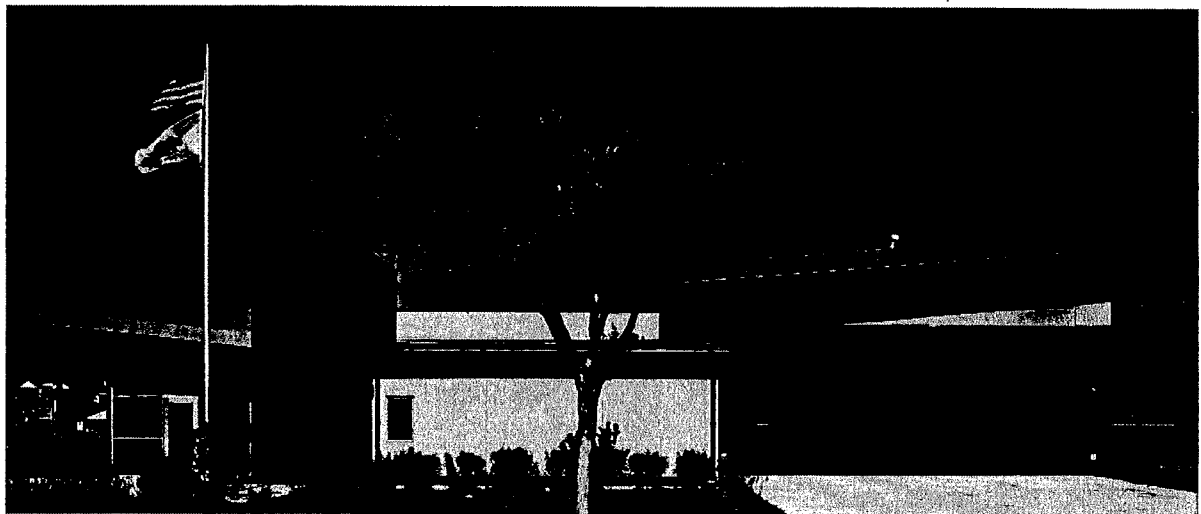
Lighting systems and mechanical systems described in Section K BODs were selected due to their high efficiency and low operating costs. Plumbing fixtures were selected to minimize water consumption while providing a quality system to meet the service demands of the fire fighters that will occupy the facility. The construction materials selected for this project are extremely durable which will minimize the need to replace and or repair the surfaces which eliminates consumption of future materials as the facility ages.

For the OCFA Fire Station 24, we are specifying a very efficient envelope, fenestration, and heating ventilation and air conditioning

system called a Variable Refrigerant Flow system that includes a single heat pump and two condensing units that are roof mounted. In addition to these inherent efficiencies, we are proposing to install a 22kW roof mounted photovoltaic system to offset a portion of the electrical and mechanical loads on the building. This value-added enhancement is not only a fantastic and environmentally responsible addition to the building, but will result in energy cost savings for the Fire Authority.

EC Constructors takes a proactive approach to their projects for Construction Waste Management by implementing a mandated separation of recyclable materials on site to offset the materials that end up in landfills. In a recent project, we were able to divert almost 75% of the construction debris from landfills to be recycled. Sustainability is of utmost importance to this Design-Build team.

Equally important is the indoor environmental air quality, and even though we are not pursuing certification through LEED, our team implements a Construction IAC management plan on every project. Clean, sustainable materials installed will support cleaner air for the occupants, and it is the responsible way to build. We are taking advantage of natural daylighting via large windows and tubular skylights in the interior living spaces. Natural ventilation will be available through operable windows throughout the station.





The following list of items have been included as Value Added Benefits to the project and exceed the minimum program requirements, demonstrate excellence in design, durability of materials, and optimized life-cycle energy and maintenance costs.

• **22kW Photovoltaic System**

We will be installing roof mounted solar panels as part of this project, which is a minimum 22 kW system. This includes conduit, wiring, and inverters. An additional meter section will be installed in the electrical room.

• **VRF Mechanical System**

Our team has elected to utilize a VRF system for the primary heating, cooling, and ventilation requirements for this project. The initial installation cost of the VRF system is greater than a split system, but the efficiency and operational costs will pay for itself in a very short timeframe, making the overall cost of the system much more advantageous for the long-term life cycle cost of the building. The VRF system also allows for individual control for each bunk room.

• **Multi-Colored Concrete Masonry Site Walls**

We are utilizing minimum 6' high concrete masonry screen walls around entire site for durability, privacy, security, and a cohesive look that compliments the materials of the fire station.

• **Decontamination Room with Shower and Utility Sink**

These elements provide proper decontamination protocol opportunities along with wash areas for larger items like backboards, etc.

• **Stacking Washer/Dryer in Decontamination Room**

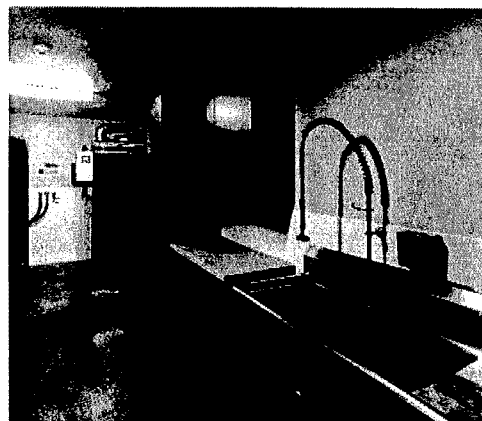
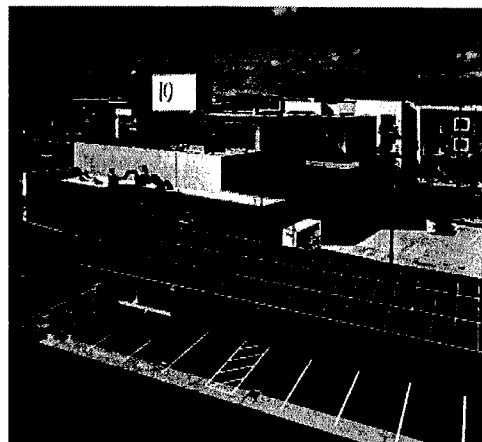
In addition to two sets of stacking washer/dryers on the second floor, we are providing a high-capacity stacking washer and dryer in the Decon room for laundering contaminated items other than turnouts.

• **High Density Concrete Flooring in Apparatus Bay**

We are providing a high density polished concrete finish at the Apparatus Bays utilizing an Ameripolish 3D HS Densifier product. We have utilized this system at several fire stations and have found it to be superior for maintenance and durability.

• **Concrete Masonry Walls at Apparatus Bay**

We have utilized multi-colored concrete masonry walls at the apparatus bay which will provide the Fire Authority 100+ years of low-maintenance performance.





- **Negatively Pressurized Apparatus Bay with Redundant Ventilation System**

In addition to providing direct capture of vehicle exhaust for the apparatus, the apparatus bay will be negatively pressurized to prevent airborne contaminants from entering the living quarters. A continuous ventilation system will be provided with fresh air intake and an exhaust fan. This fan will be variable speed and connected to CO Sensor which will kick the fan to high-speed if needed to evacuate any buildup of particulates in the air.

- **Janitorial Facilities on Both Levels of the Station**

Added convenience for cleaning the station and reduces the spread of contaminants between floors.

- **Enhanced Fitness Room and Patio Size**

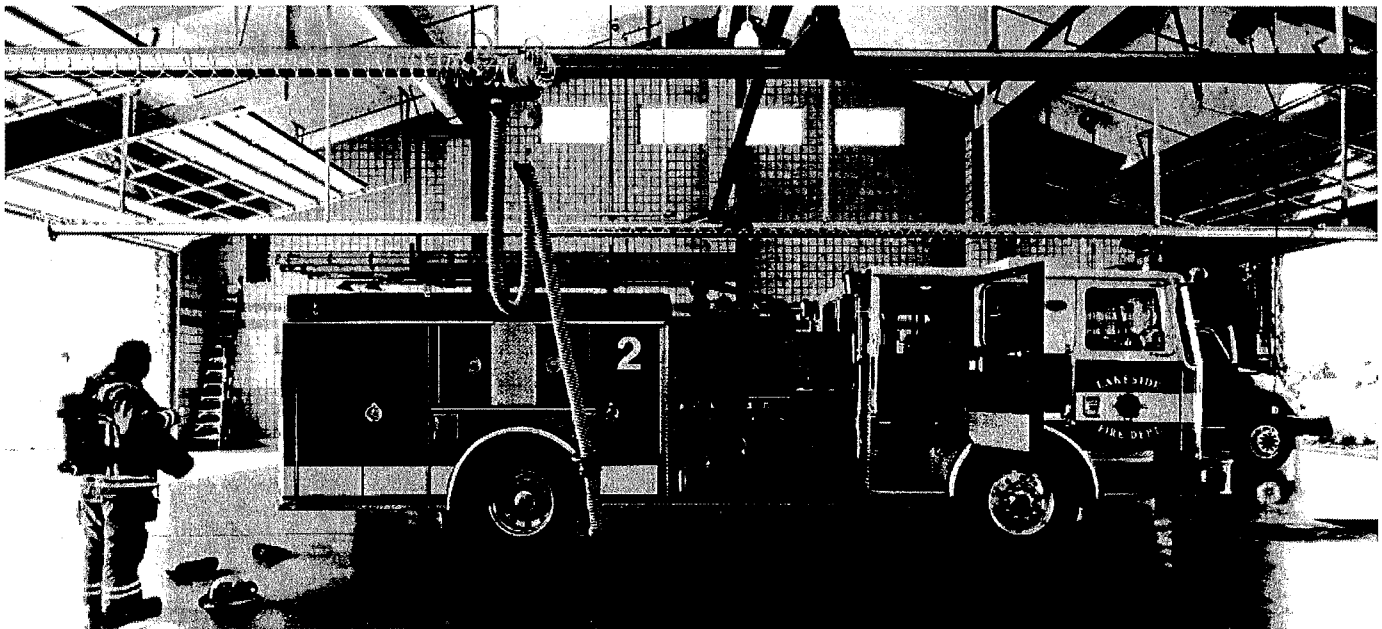
A 600 square foot fitness room with overhead coiling door provides ample space for a variety of fitness equipment and indoor/outdoor training activities.

- **Water Bottle Fill Station in Fitness Room**

Allows personnel working out on the ground level to fill their water bottles without accessing the kitchen.

- **Building Information Modeling**

Our team's mastery of BIM from Architect to subcontractor has allowed us to maximize its potential. The Fire Authority will be able to gain the benefit of realistic interior and exterior visual aids during the design phase and post-construction to assist with maintenance and operational needs.





# **Method of Approach**

---



## PROJECT SCHEDULE & PLAN

Enclosed is a schedule to demonstrate how we plan to execute the project for design and construction. The schedule illustrates our understanding of the anticipated processes for design collaboration, required approvals, and construction. The schedule anticipates completing a Demo/Grading/Retaining Wall design package for approval to allow for this work to take place concurrent with final design and permitting of the building. The goal being to have a graded pad that can be certified for issuance of the final building permit. We have successfully work with other public agencies to coordinate this effort.

This schedule does not include detailed information for the Temporary Station site. However, this proposed schedule gives the team from Project Kick-off (shown as 3/23/22 in the proposal schedule) to Mobilization to Site (shown as 12/27/22) to complete the planning, design, and set-up of the Temporary Site. This works out to approximately 9 months for this process to take place before the existing station is required to be vacated. We think this is a reasonable amount of time for the project team to complete this effort.

The schedule illustrates the durations anticipated for Schematic Design, Demo/Grading/Site Wall, Design Development, and Construction Documents in a coordinated manner. The schedule anticipates a seven-week process (35 work days) for the team to collaborate and review the plans included in the proposal to complete Schematic Design to move to Design Development. We are currently showing coordination with City Planning Department for the design as part of the Design Development process but we can certainly start that process earlier if desired by the Authority. The goal is to make sure we have sufficient time to vet the proposed design with OFCA to implement and necessary adjustments and then engage the City for their feedback and approvals.

We are not showing anything on the proposal schedule but we understand that we will be working with OFCA to provide appropriate information to engage the HOA for their comments. We will also coordinate with

We understand there is a need to schedule Public Meetings and presentations to Parks & Recreation Commission as well as City Council. These meetings are not currently shown in the proposal schedule but will be inserted once we can sit down and collaborate with City Staff to determine the best times in the design process to hold these important meetings.

The proposal schedule illustrates the same process that was utilized for Stations 5 & 9 as it relates to Design Development and Construction Documents process. We anticipate project review meetings with the City during the DD and CD phase as noted in the RFP. These meetings will be added to the final schedule once we can establish those in conjunction with City Staff. We recommend meeting every other week with City Staff to discuss the design as it develops throughout the DD and even into the early CD process. These meetings help to alleviate potential design changes and allow for adjustments in the design as it progresses rather than after a City Review. These meetings also help make City reviews more efficient as there is continual collaboration through the design process. We are showing three weeks (15 days) for each City review throughout the DD and CD process.

Our proposal schedule demonstrates our understanding of the Building Permit and approval process with City Building Department. We are showing submission of 95% CD for the initial Building Department Review and allowing the four weeks (20 days) indicated in the RFP for initial review and 10 days for subsequent rechecks prior to issue of building permit.

---



## PROJECT SCHEDULE & PLAN

To meet the overall project schedule, we are showing bidding out the project to establish the GMP upon completion of 50% CD packages. Utilizing the collaborative approach we illustrate for the early design process, we have been successful in bidding out the work at this stage on past projects. By bidding out the work and developing the GMP at this phase of the design, it allows us to meet the RFP schedule for City Council approval of project in February 2020 as indicated in the RFP. Although the GMP is not submitted in December as noted in the RFP schedule, what we have laid out in this proposal schedule for Bidding, GMP, and Subcontracting Process is what developed and implemented with success for Stations 5 & 9. We are collecting subcontractor bids in early January and giving the Project Team six weeks (30 days) to evaluate the bids and negotiate the final GMP to be prepared for City Council action on 2/16/21.

The design process and permitting process will continue concurrent with finalizing the GMP and preparing to start the work. The critical path for this tear-down and replace project is actually getting subcontractors on board, mobilizing to the site and getting the site prepared for the Segment 1 replacement construction. We can complete the demolition and grading work at the site concurrent with finalizing the building permits with City Building Department. This is important as they will want a letter from geotechnical consultant for building pad improvements prior to issuance of building permit.

This proposal schedule shows Milestone Activities for Demolition & Grading process, Building Foundation & Shell, Rough Framing & Systems Rough-ins within the shell, Interior Finishes, Site work, and Project Close-out activities meeting the 3/31/22 completion per the grant requirements. The milestone portions of the work will be further developed into a more detailed schedule as the design develops and the actual work activities are better defined.

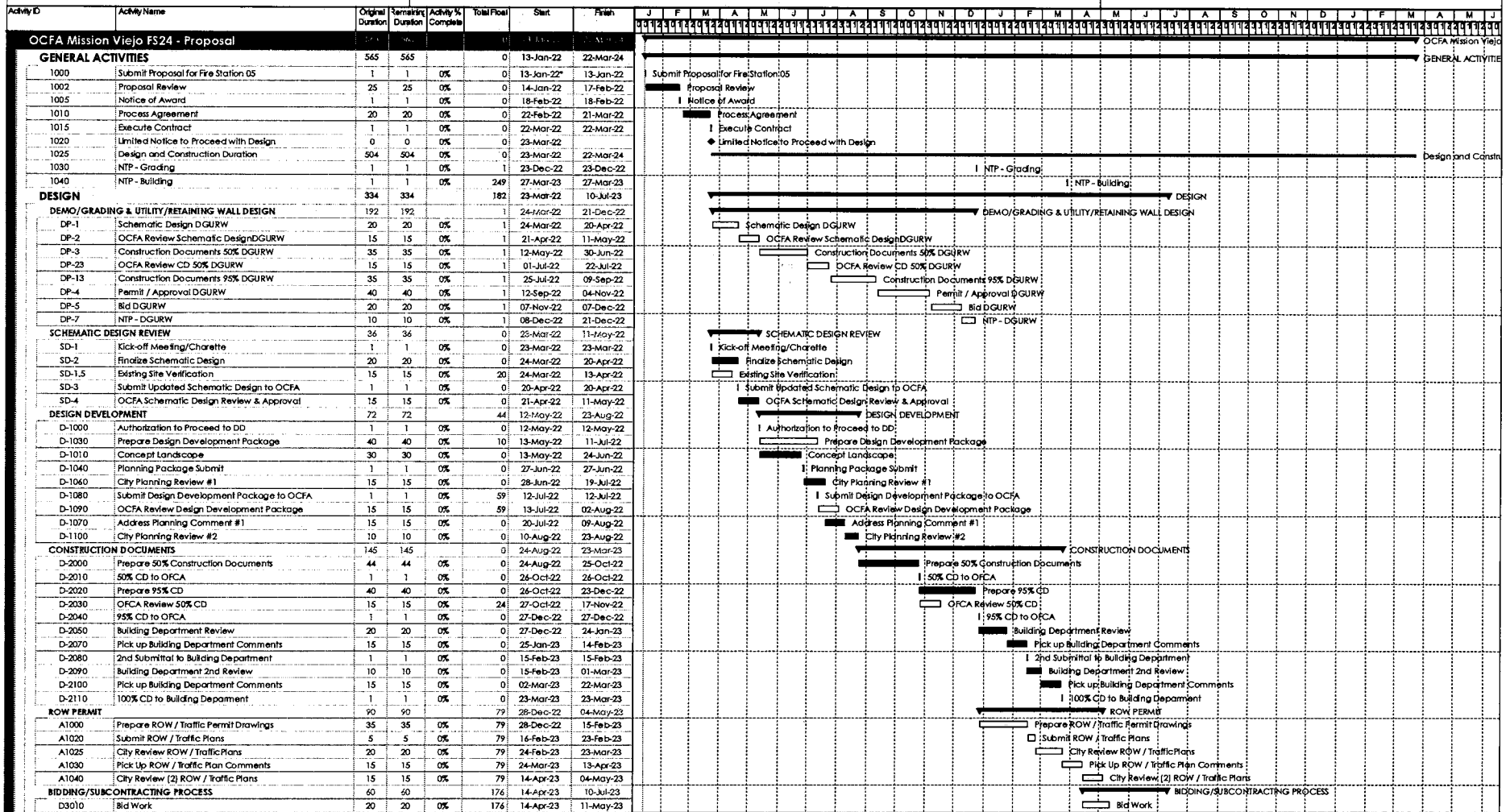
The proposal schedule meets the Proposed Project Schedule in the RFP for completion of work and turnover not later than 3/31/22. The ECC/JKA team will work with City Staff to take this proposal schedule and adjust it to meet the mutually agreed upon goals and objectives of the Project Team once we have had a chance to engage in further discussions of the overall process and objectives. Our goal is to be proactive members of the overall team to create a mutually agreeable schedule that will facilitate the most efficient and cost-effective design and construction process for all parties. Our goal is to be proactive members of the overall team to create a mutually agreeable schedule that will facilitate the most efficient and cost-effective design and construction process for all parties.

---

Calendar = 5-Day Workweek w/Holidays  
 Data Date: 13-Jan-22  
 Finish Date: 22-Mar-24

ORANGE COUNTY FIRE AUTHORITY  
 MISSION VIEJO FIRE STATION 24  
 25862 MARGUERITE PKWY, MISSION VIEJO, CA 92692

Remaining Level of Effort  
 Actual Level of Effort  
 Actual Work  
 Remaining Work  
 Critical Remaining Work  
 Milestone

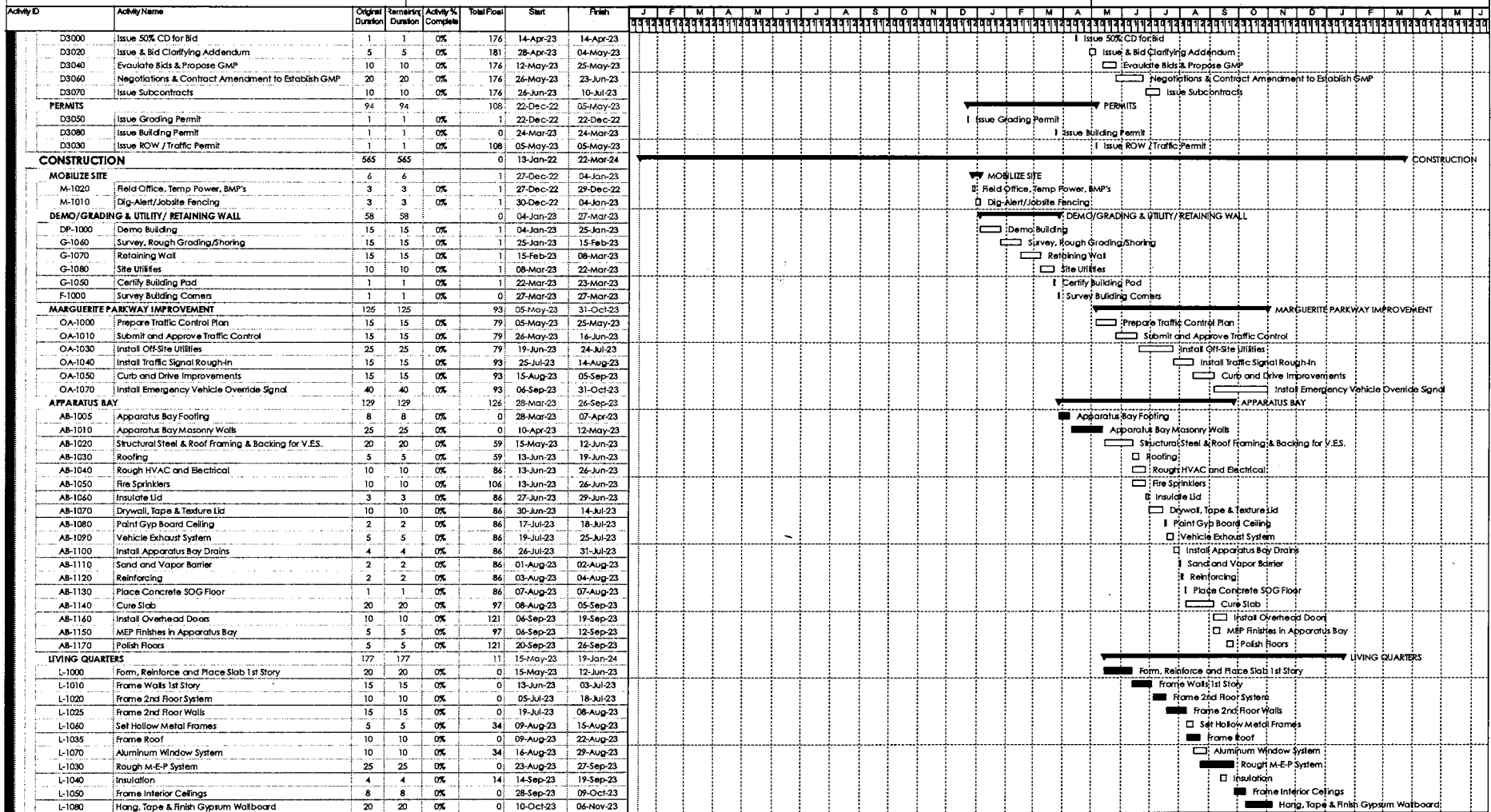




Calendar = 5-Day Workweek w/Holidays  
Data Date: 13-Jan-22  
Finish Date: 22-Mar-24

ORANGE COUNTY FIRE AUTHORITY  
MISSION VIEJO FIRE STATION 24  
25862 MARGUERITE PKWY, MISSION VIEJO, CA 92692

Remaining Level of Effort  
Actual Level of Effort  
Actual Work  
Remaining Work  
Critical Remaining Work  
Milestone



RFP SCHEDULE  
ALL ACTIVITIES  
Page 2 of 4





Calendar = 5-Day Workweek w/Holidays  
 Data Date: 13-Jan-22  
 Finish Date: 22-Mar-24

ORANGE COUNTY FIRE AUTHORITY  
 MISSION VIEJO FIRE STATION 24  
 25862 MARGUERITE PKWY, MISSION VIEJO, CA 92692

Remaining Level of Effort  
 Actual Level of Effort  
 Actual Work  
 Remaining Work  
 Critical Remaining Work  
 Milestone

Activity ID	Activity Name	Original Duration	Remaining Duration	Activity % Complete	Total Float	Start	Finish	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	
L-1090	Painting	10	10	0%	9	07-Nov-23	21-Nov-23																															
L-1100	Install Cabinets	10	10	0%	9	22-Nov-23	07-Dec-23																															
L-1110	Hang Doors	2	2	0%	32	08-Dec-23	11-Dec-23																															
L-1170	Seal Floors	5	5	0%	31	08-Dec-23	14-Dec-23																															
L-1120	Solid Surface Panels Installation	5	5	0%	11	08-Dec-23	14-Dec-23																															
L-1130	Install Roofing	5	5	0%	9	08-Dec-23	14-Dec-23																															
L-1140	Install Door Hardware	5	5	0%	32	12-Dec-23	18-Dec-23																															
L-1150	MEP, FS & FA Finish	20	20	0%	11	15-Dec-23	16-Jan-24																															
L-1180	Window Coverings, Signage	3	3	0%	31	15-Dec-23	19-Dec-23																															
L-1160	Install Toilet Accessories	3	3	0%	11	17-Jan-24	19-Jan-24																															
BUILDING SHELL		123	123		27	05-Jul-23	29-Dec-23																															
SH-1000	PV Support System	2	2	0%	143	05-Jul-23	06-Jul-23																															
SH-1030	TPD Roofing	15	15	0%	14	23-Aug-23	13-Sep-23																															
SH-1020	Set HM Frames, Windows	3	3	0%	40	23-Aug-23	25-Aug-23																															
SH-1040	Doors and Hardware	5	5	0%	40	28-Aug-23	01-Sep-23																															
SH-1045	Set Scaffold	5	5	0%	40	05-Sep-23	11-Sep-23																															
SH-1070	Install Skylights & Roof Hatch	5	5	0%	45	14-Sep-23	20-Sep-23																															
SH-1060	PV Panels	5	5	0%	95	14-Sep-23	20-Sep-23																															
SH-1050	Lath and Acrylic Plaster System	15	15	0%	0	07-Nov-23	30-Nov-23																															
SH-1080	Remove Scaffold	3	3	0%	0	28-Nov-23	30-Nov-23																															
SH-1100	Exterior Building Signage	20	20	0%	27	01-Dec-23	29-Dec-23																															
SH-1090	Install Building Louvers	5	5	0%	16	01-Dec-23	07-Dec-23																															
TURNOUT / DECONTAMINATION		141	141		24	13-Jun-23	04-Jan-24																															
TD-1000	Form, Reinforce and Place Slab	15	15	0%	29	13-Jun-23	03-Jul-23																															
TD-1010	Roof and Wall Framing	20	20	0%	29	05-Jul-23	01-Aug-23																															
TD-1040	Roofing	5	5	0%	54	02-Aug-23	08-Aug-23																															
TD-1050	Rough Mech-Elec-Plbg-FS & FA	15	15	0%	44	02-Aug-23	22-Aug-23																															
TD-1020	Set Hollow Metal Frames	2	2	0%	120	02-Aug-23	03-Aug-23																															
TD-1030	Aluminum Windows and Louvers	5	5	0%	54	02-Aug-23	08-Aug-23																															
TD-1060	Insulation	2	2	0%	44	23-Aug-23	24-Aug-23																															



ORANGE COUNTY FIRE AUTHORITY  
MISSION VIEJO FIRE STATION 24  
25862 MARGUERITE PKWY, MISSION VIEJO, CA 92692

Activity ID	Activity Name	Original Duration	Variance/Duration	Activity % Complete	Total Pools	Start	Finish
SW-1130	Security Gates & Fences	20	20	0%	2	08-Jan-24	06-Feb-24
SW-1140	Trees and Landscape Planting	15	15	0%	0	19-Jan-24	08-Feb-24
CLOSE OUT		67	67	0%	0	15-Dec-23	22-Mar-24
CL-1000	Place FR&E	25	25	0%	9	15-Dec-23	23-Jan-24
CL-1010	Fire Alarm/Fire Sprinkler Final Inspection	2	2	0%	42	17-Jan-24	18-Jan-24
CL-1020	Fire Department final inspection	2	2	0%	42	17-Jan-24	18-Jan-24
CL-1040	Electrical Power On	3	3	0%	13	17-Jan-24	19-Jan-24
CL-1030	Building Final Inspection	2	2	0%	42	19-Jan-24	22-Jan-24
CL-1050	Startup and Test & Balance	15	15	0%	13	22-Jan-24	09-Feb-24
CL-1070	Final Construction Cleaning	3	3	0%	9	24-Jan-24	26-Jan-24
CL-1090	Punch List Walkthrough	3	3	0%	0	09-Feb-24	13-Feb-24
CL-1060	Commissioning	15	15	0%	13	12-Feb-24	04-Mar-24
CL-1110	Complete Punch List Work	10	10	0%	0	14-Feb-24	28-Feb-24
CL-1120	Final Walkthrough and Building Acceptance	1	1	0%	0	29-Feb-24	29-Feb-24
CL-1130	Weather Days	15	15	0%	0	01-Mar-24	21-Mar-24
CL-1100	Substantial Completion	1	1	0%	0	22-Mar-24	22-Mar-24
CL-1140	Project Turnover to Owner	0	0	0%	0	22-Mar-24	22-Mar-24



**RFP SCHEDULE**  
**ALL ACTIVITIES**  
Page 4 of 4



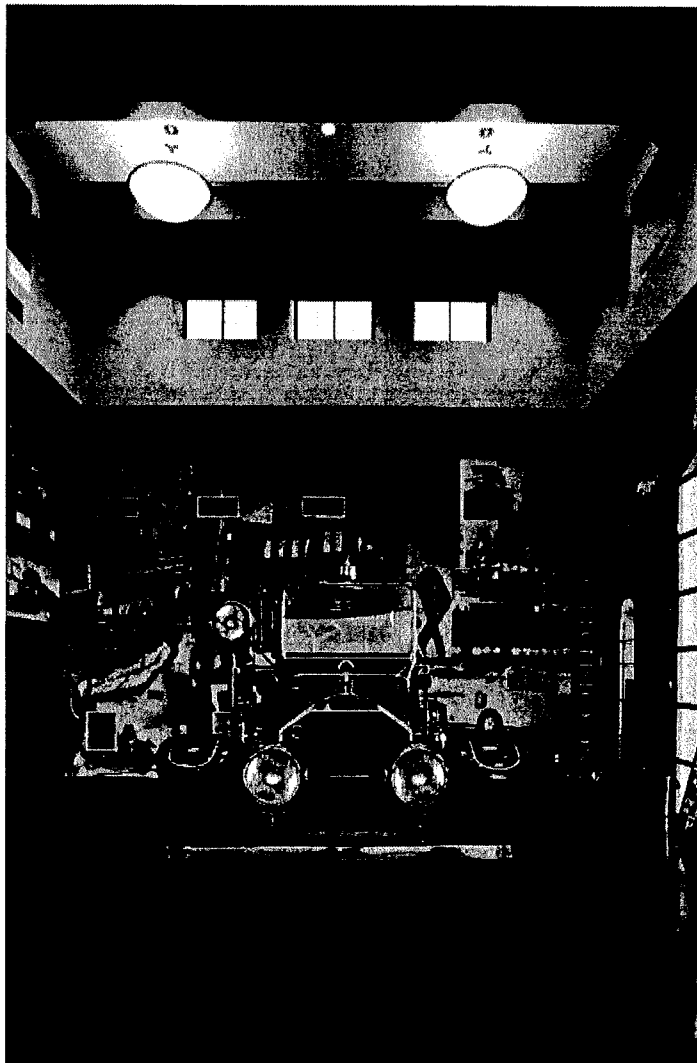
### **Skilled Workforce Plan & Methodology**

EC Constructors Inc (ECC) and its subcontractors at every tier shall comply with requirements of Public Contract Code relative to Skilled and Trained Workforce (STW) and we will provide OCFA with evidence, on a monthly basis when field work is being performed. Included as follow-on page in this proposal is an example of the Monthly Report that all subcontractors working on the project are required to complete in compliance with the reporting protocol in the regulations.

EC Constructors has agreement to train apprentice for Carpentry, Laborer (Building), and Cement Mason trades with the Associated General Contractors San Diego (AGCSD). AGCSD has State approved apprenticeship training program that operates in San Diego and Riverside Counties and turns out a significant quantity of apprentices each year. In addition to training apprentice with AGCSD, our trades personnel are made up of skilled journeypersons that have graduated from a State approved apprenticeship program and journeypersons currently being certified as skilled tradespersons as allowed by State regulations.

Subcontractors listed in this proposal have all worked successfully with ECC on other design build projects with the STW compliance and reporting requirements. These subcontractors are committed to training apprentices and maintaining a workforce of personnel that have graduated from a State approved apprenticeship program allowing them to meet the percentage requirements mandated in the regulation. We have found that the best plan to meet the requirements is to utilize subcontractors that are familiar with the requirements and have met the requirements on previous design build projects.

Should it be necessary for ECC to bid out any of the work over ½ of 1% of the value of the Prime Contract, we shall do so utilizing a best value selection process where price and other factors are considered in the selection of the subcontractor per the regulations related to design build projects. One of the criteria that will be considered for best value selection will be whether the firm can and has met STW requirements on previous projects. The requirements to comply with STW regulations on this design build project will be clearly denoted in any bid advertisement as well as in any bid invites sent out by ECC.



## Skilled and Trained Workforce

(Public Contract Code section 2600 et seq.)

Subcontractor understands that the Subcontract Work and Subcontract Documents may require compliance with Public Contract Code section 2600 et. seq. regarding the use of workers in apprenticeable occupations. Subcontractor shall provide workers to the project that are skilled journeypersons and graduates of approved apprenticeship programs in the required percentage as set forth in the Public Contract Code. Subcontractor agrees to comply with the requirements in effect during performance of the Subcontract Work on the project with respect to all of Subcontractor's workers. Subcontractor shall provide a completed report demonstrating its compliance with these requirements on a monthly basis. The report shall be in the form required by the Prime Contract, or in the form below if no form is provided by Owner in Prime Contract.

### MONTHLY REPORT

Month: \_\_\_\_\_, 2022

Occupation/Trade: \_\_\_\_\_

In accordance with Public Contract Code section 2600 et seq., all the workers of \_\_\_\_\_ [SUBCONTRACTOR NAME] performing work in an apprenticeable occupation in the building and construction trades on the project known as \_\_\_\_\_

[PROJECT NAME AND LOCATION] are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the California Department of Industrial Relations (the "Chief"). "Skilled journeyperson" means a worker who either:

- (1) Graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the Federal Secretary of Labor, or
- (2) Has at least as many hours of on-the-job-experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the Chief.

In addition, the required percentage of the skilled journeypersons employed by \_\_\_\_\_ [SUBCONTRACTOR NAME] to perform work on the project are graduates of an apprenticeship program for the applicable occupation.<sup>1</sup> A graduate of an apprenticeship program means either of the following:

- (1) An individual that has been issued a certificate of completion under authority of the California Apprenticeship Council for completing an apprenticeship program approved by the Chief pursuant to Section 3075 of the Labor Code; or

<sup>1</sup> Skilled journeypersons employed to perform work on the project by Contractor or its subcontractors at every tier must be graduates of an apprenticeship program for the applicable occupation at the following percentages per Section 2601: at least 30 percent for work performed on or after January 1, 2017; at least 40 percent for work performed on or after January 1, 2018; at least 50 percent for work performed on or after January 1, 2019; and at least 60 percent for work performed on or after January 1, 2020. The increases for 2018, 2019, and 2020 shall not apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher. A percentage of graduates does not apply to the teamster occupation.

- (2) An individual that has completed an apprenticeship program located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

Exhibit A shall be utilized to demonstrate that all workers are either skilled journeypersons or apprentices registered in an apprenticeship program, pursuant to Public Contract Code Section 2601, subdivision (d)(1). Either Exhibit B or C must be completed to demonstrate compliance with Skilled and Trained Workforce "graduate" requirements, pursuant to Public Contract Code Section 2601, subdivision (d)(2). Exhibits are to be completed for each trade utilized by subcontractor.

\_\_\_\_\_ If this is marked, Subcontractor certifies there was less than 10 hours of work for this trade for this month and is exempt from filing report per 2601(d)(5).

Subcontractor declares under penalty of perjury the information provided in this report, including Exhibits A – C is true and correct. Subcontractor additionally declares under penalty of perjury that any and all documentary proof supporting the information provided in Exhibits A – C is in Subcontractor's possession and will be supplied upon request.

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

Subcontractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A:

\_\_\_\_\_ [MONTH] REQUIREMENT OF SKILLED JOURNEYPERSONS OR APPRENTICES

[Identify each **worker** as one of the following]

Name of Employee	Journey person who Graduated from Apprentice Program (Yes/No)	Journey person with Sufficient On-The-Job Experience (Yes/No)	Apprentice Registered in an Approved Program (Yes/No)

I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and complies with Public Contract Code Section 2601, subdivisions (d)(1) and (e).

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

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



EXHIBIT B:  
 \_\_\_\_\_ [MONTH] HEADCOUNT OF APPRENTICESHIP GRADUATES

List all Skilled Journeypersons in \_\_\_\_\_ [applicable occupation/trade] Classification

Name of Skilled Journeyperson	Last 4 Digits of Social Security	Graduate of Apprenticeship Program? (Yes/No)	Name of Apprenticeship Program or Meets § 2601, Subdivision (d)(3) Exception	Graduation Documentation on file? (Yes/No)

Total Number of Apprenticeship Graduates Worked in \_\_\_\_\_ [applicable occupation] Classification  
 ÷ Total Number of Skilled Journeypersons Worked in \_\_\_\_\_ [applicable occupation]  
 Classification = \_\_\_\_%

I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and complies with Public Contract Code Sections 2601(d)(2) – (4).

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

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

**\*\* See attached plan to achieve substantial compliance per PCC § 2602 if Subcontractor falls short of required percentage of participation.**

**EXHIBIT C:**

<b>Name of Skilled Journeyperson</b>	<b>Last 4 Digits of Social Security</b>	<b>Graduate of Apprenticeship Program? (Yes/No)</b>	<b>Name of Apprenticeship Program or Meets § 2601, Subdivision (d)(3) Exception</b>	<b>Graduation Documentation on file? (Yes/No)</b>	<b>Total Hours Worked</b>

\_\_\_\_\_ [MONTH] HOURS WORKED OF APPRENTICESHIP GRADUATES

List all Skilled Journeypersons in \_\_\_\_\_ [applicable occupation/trade] Classification

Total Hours of Apprenticeship Graduates Worked in \_\_\_\_\_ [applicable occupation] Classification  
 ÷ Total Hours of Skilled Journeypersons Worked in \_\_\_\_\_ [applicable occupation]  
 Classification = \_\_\_\_%

I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and complies with Public Contract Code Section 2601, subdivisions (d)(2) – (4).

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

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

**\*\* See attached plan to achieve substantial compliance per PCC § 2602 if Subcontractor falls short of required percentage of participation.**



# **Party and Participant Disclosure Forms**

---

**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, DBE is required to complete the attached Party and Participant Disclosure Forms and submit as part of the proposal, **if applicable**.

DBE 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 DBE and subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the DBE 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 Party Disclosure Form must be completed and submitted by the DBE 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.
  1. 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 aggregation. Campaign contributions made to different directors or their alternates are not 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.

**PARTY DISCLOSURE FORM**Party's Name: N/AParty's Address: N/AParty's Telephone: N/ASolicitation Title and Number: N/A

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: N/AN/A**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: N/AName of Contributor (if other than Party): N/ADate(s): N/AAmount(s): N/AName of Member: N/AName of Contributor (if other than Party): N/ADate(s): N/AAmount(s): N/A



**PARTICIPANT (AGENT) DISCLOSURE**

The Participant Disclosure Form must be completed by lobbyists or agents representing the DBE 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;  
**AND**
  - b. The individual or entity, directly or through an agent, does any of the following:
    - i. 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
    - iii. 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*

**PARTICIPANT (AGENT) DISCLOSURE FORM**Prime's Firm Name: N/AParty's Name: N/AParty's Address: N/AParty's Telephone: N/A

Solicitation Title and Number:

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

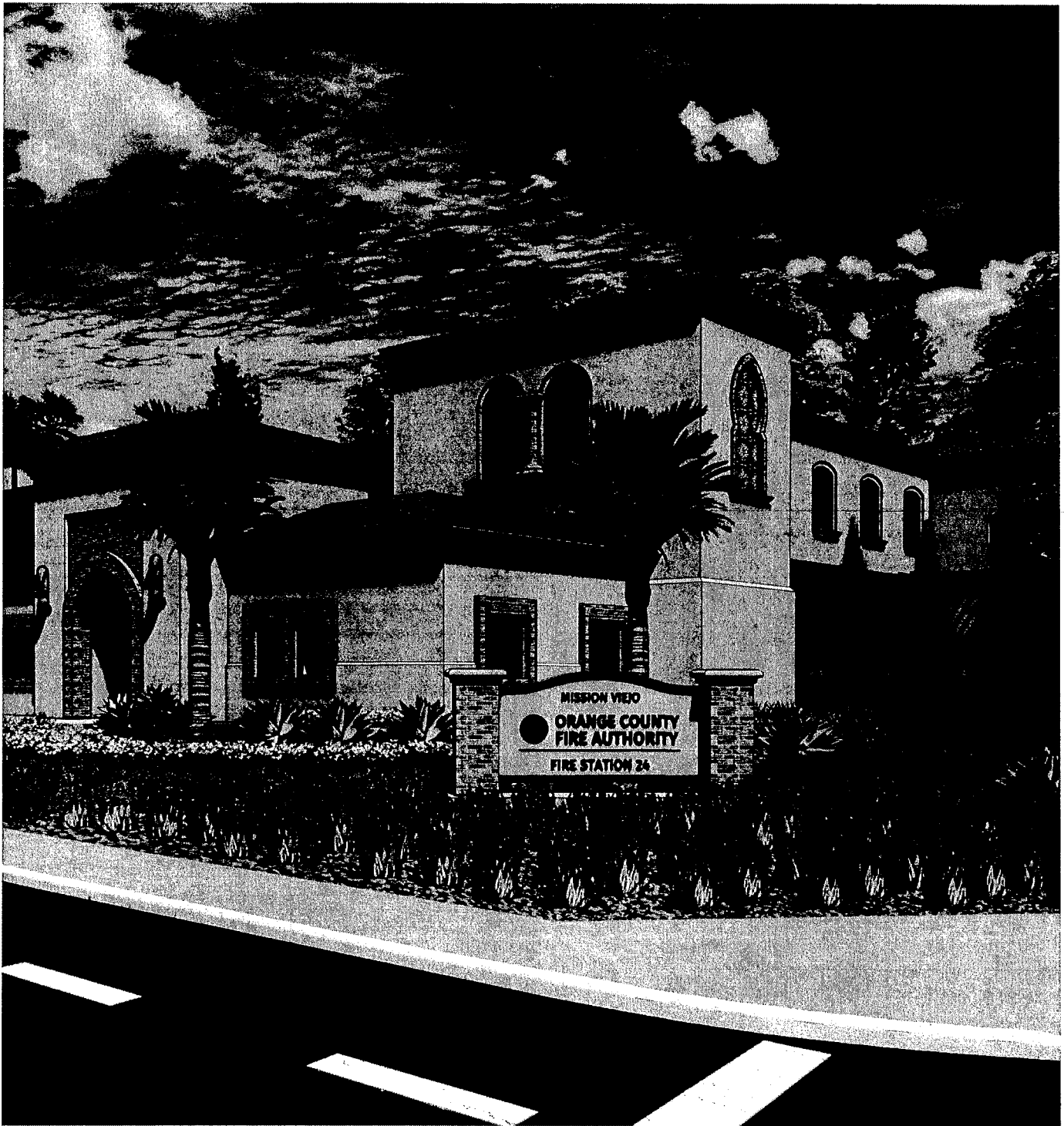
No ☒ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.Date: N/AN/A

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 Board Member: N/AName of Contributor (if other than Party): N/ADate(s): N/AAmount(s): N/AName of Board Member: N/AName of Contributor (if other than Party): N/ADate(s): N/AAmount(s): N/A



## OCFA MISSION VIEJO FIRE STATION 24

### Price Proposal

January 13, 2022

Orange County Fire Authority

Response to RFP Number SK2489b

9834 River Street

Lakeside, CA 92040

Ph: 619.440.7181 Fax: 619.440.7180

Prepared By:



**3J: OFFER/COST PROPOSAL**

The following information is relevant to a determination of the best value in light of the Scope of Services to be provided. **Failure to submit the information in the format requested will result in the proposal being deemed non-responsive.**

**Instructions:**

- **NOTE:** This information must be submitted in a sealed envelope separate from all other components of the proposal.
- Input your information in the blank cells as described below.
- Include additional items and/or descriptions on additional sheets as necessary.
- Insert the lump sum subtotal for each category
- Add all categories to arrive at the Project Grand Total

**3J.1. Contract Price (15 Points Maximum)**

<b>1</b>		<b>Pre-Construction Service Fees</b> <i>(including but not limited to):</i> <ul style="list-style-type: none"> <li>• Cost Estimating &amp; Value Engineering</li> <li>• Scheduling</li> <li>• Constructability Review</li> <li>• Site Evaluation/Investigation (as necessary)</li> <li>• Reproduction Costs</li> <li>• Delivery</li> <li>• Permits and Fees</li> <li>• Other (Please list in an attachment)</li> </ul>	
		<i>Line Item Total:</i>	\$170,375
<b>2</b>		<b>Design Fees</b> <i>(including but not limited to the following disciplines):</i> <ul style="list-style-type: none"> <li>• Architectural</li> <li>• Interior Design</li> <li>• Civil</li> <li>• Landscape &amp; Irrigation</li> <li>• Structural</li> <li>• Mechanical</li> <li>• Plumbing</li> <li>• Fire/Life Safety</li> <li>• Electrical</li> <li>• Telecom/Data</li> <li>• Building Security</li> <li>• Signage</li> <li>• Permits and Fees</li> <li>• Specialty/Other (Please list in an attachment)</li> </ul>	
		<i>Line Item Total:</i>	\$980,000
<b>SUBTOTAL PRECONSTRUCTION PHASE:</b>			<b>\$1,150,375</b>

3	<b>Design Team:</b> <ul style="list-style-type: none"><li>Construction Administration</li></ul>		
	<i>Line Item Total:</i>		\$145,000
	<b>Temporary Fire Station #24</b> <ul style="list-style-type: none"><li>Facilities</li><li>Utilities</li><li>FF&amp;E (Estimated at approximately \$325,000)</li></ul>		
	<i>Line Item Total:</i>		\$1,000,000
	<b>Demolition &amp; Construction of Replacement Fire Station #24</b> <ul style="list-style-type: none"><li>Demolition &amp; Construction Services</li><li>FF&amp;E (Estimated at \$650,000) \$750,000</li><li>Inspections, Permits &amp; Fees (Provide an estimate; these fees will be reimbursed at actual cost or may be paid directly to the regulating agency by OCFA)</li><li>Temporary Jobsite Facilities</li><li>Temporary Jobsite Utilities, Services &amp; Supplies</li></ul>		
	<i>Line Item Total:</i>		\$11,760,290
<b>SUBTOTAL CONSTRUCTION PHASE:</b>			\$12,905,290
<b>PROJECT SUBTOTAL (Categories I &amp; II):</b>			\$14,055,665
<b>Line</b>	<b>Description</b>	<b>%</b>	<b>\$</b>
4	Provide the percentage of the project subtotal (above) and corresponding amount for overhead/indirect costs.	4	\$563,000
5	Provide the percentage of the project subtotal (above) and corresponding amount for profit.	2.7	\$377,824
			\$940,824
<b>PROJECT GRAND TOTAL</b>			\$14,996,489
<b>Extended Daily Rate:</b> Provide the daily rate for extended overhead, temporary fire station, and temporary jobsite facilities applicable to this project during construction.			\$1,500

**3J.2. Life Cycle Cost Analysis (10 Points Maximum):**

The information below will be used to prepare a simple life cycle cost analysis for the purpose of comparing the respective values of the fire stations proposed by the three DBEs over a 15-year period using the following formula:

$$\text{Life Cycle Cost} = \text{Category I} + (\text{Category II} \times 15 \text{ Years}) + \text{Category III} - \text{Category IV}$$

Provide the following estimated costs for proposed systems:

Provide the estimated costs for the following proposed systems:	
Structural	\$2,145,303
Mechanical	\$595,000

Plumbing	\$461,500
Electrical	\$949,000
Landscaping and Irrigation	\$189,000
<b>Total Initial Cost:</b>	<b>\$4,339,803</b>
Structural	\$0
Mechanical	\$20,000
Plumbing	\$2,500
Electrical	\$40,000
Landscaping and Irrigation	\$22,000
<b>Total Annual Operation, Maintenance &amp; Repair Cost:</b>	<b>\$84,500</b>
Structural	\$0
Mechanical	\$0
Plumbing	\$0
Electrical	\$0
Landscaping and Irrigation	\$0
<b>Total System Rehabilitation or Replacement Cost:</b>	<b>\$0</b>
Structural	\$50,000
Mechanical	\$0
Plumbing	\$0
Electrical	\$5,000
Landscaping and Irrigation	\$0
<b>Total Estimated Salvage Value:</b>	<b>\$55,000</b>



Orange County Fire Authority

Solicitation No. SK2489b

**3B: BIDDER'S BOND**

(10% of Agreement Price)

**Bidders must use this form, NOT a surety company form**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, EC Constructors, Inc. as Principal ("Principal"), and Hartford Fire Insurance Company as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of Connecticut 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 Oblige, in the sum of Ten Percent of the total bid Dollars (\$10% of the total bid amount) 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 Oblige becoming effective, or if the Principal shall fully reimburse and save harmless the Oblige from any damage sustained by the Oblige 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 Oblige 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 call for bids, or to the work, or to the specifications.

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

If the OCFA awards the bid, the security of unsuccessful DBE(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no DBE may withdraw its bid for ninety (180) days after the date of the bid opening.

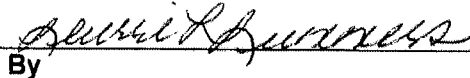
**[Signature Page Follows]**

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 29th day of December, 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)

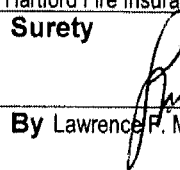
EC Constructors, Inc.

**Principal****By**Sherri L. Summers, CEO  
**Print Name and Title of Signatory****SURETY:**

(Affix Corporate Seal)



Hartford Fire Insurance Company

**Surety**  
**By** Lawrence P. McMahon, Attorney-in-Fact

Alliant Insurance Services

**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 ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

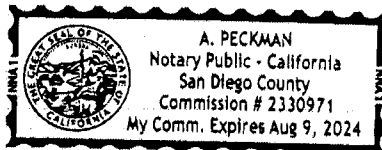
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Diego )  
On 11/10/2022 before me, A. Peckman, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Sherri Summers  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, 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: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Sherri Summers  
☒ Corporate Officer — Title(s): CEO  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

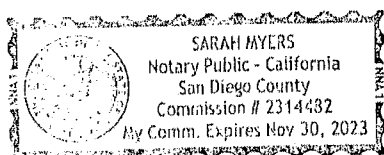
STATE OF CALIFORNIA

County of San Diego

On DEC 29 2021 before me, Sarah Myers, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(~~ss~~) whose name(~~ss~~) 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(~~ss~~), or the entity upon behalf of which the person(~~ss~~) acted, executed the instrument.

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

Witness my hand and official seal.

Signature

  
Signature of Notary Public Sarah Myers

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached 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 ☐ General  
☒ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer is Representing:

Surety Company

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer is Representing:

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ALLIANT INSURANCE SERVICES INC

Agency Code: 72-160200

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut  
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana  
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut  
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut  
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana  
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois  
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana  
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Lilia De Loera, Maria Guise, Janice Martin, Lawrence F. McMahon, Sarah Myers of SAN DIEGO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

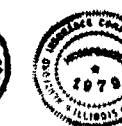


*Jessica Ciccone*

Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 29, 2021.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

**SECTION 4: CONTRACT DOCUMENTS****CONTRACT SUBMITTALS (SUCCESSFUL DBE ONLY)**

Within fourteen calendar days (14) of the issuance of the Notice to Proceed, the successful DBE must submit the documents below. Failure to do so may result in the contract being deemed abandoned.

- ☐ **Transmittal Page Two – Award Documents (4A)**
- ☐ **Original Performance Bond (4B)**
- ☐ **Original Payment (Labor and Materials) Bond (4C)**
- ☐ **Award Certifications (4D)**
- ☐ **IRS Form W9 (4E)**
- ☐ **Signed Contract Agreement (4F)**
- ☐ **General Conditions (4G)**
- ☐ **Guarantee (4H)**
- ☐ **All required Insurance Certificates and Endorsements**

DRAFT



**4A: TRANSMITTAL PAGE TWO – AWARD DOCUMENTS****TO:** Orange County Fire Authority**FROM:** \_\_\_\_\_

(Legal Name of Contractor)

**PROJECT:** Design-Build Services for OCFA Mission Viejo Fire Station #24**AWARDED CONTRACTOR'S CHECKLIST:**

The awarded Contractor is required to provide the following documents:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Transmittal Page (4A) | <input type="checkbox"/> Award Certifications (4D)      | <input type="checkbox"/> General Conditions (4G) |
| <input type="checkbox"/> Performance Bond (4B) | <input type="checkbox"/> IRS Form W9 (4E)               | <input type="checkbox"/> Guarantee (4H)          |
| <input type="checkbox"/> Payment Bond (4C)     | <input type="checkbox"/> Signed Contract Agreement (4F) | <input type="checkbox"/> 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 abandoned the agreement, upon which the full payment of the sum stated in the Bidder's Bond shall be due immediately.

**SIGNATURE OF CONTRACTOR:** \_\_\_\_\_**PRINTED NAME:** \_\_\_\_\_**TITLE:** \_\_\_\_\_

Orange County Fire Authority

Solicitation No. SK2489b  
Bond No. 72BCSIS6513  
Premium:\$126,149.00  
Premium is for Contract Term and Subject to  
Adjustment Based on Final Contract Price

**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 EC Constructors, 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:

**RFP SK2489b – Design-Build Services for OCFA Mission Viejo Fire Station #24**

("Contract") which Contract dated 6/23/22 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 Hartford Fire Insurance Company ("Surety") are held and firmly bound unto the Board of the OCFA in the penal sum of Fourteen Million Nine Hundred Ninety Six Thousand Four Hundred Eighty Nine Dollars (\$14,996,489), 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 warranties 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 19th day of May, 2022 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)

EC Constructors, Inc.**Principal****By**Sherri L. Summers, CEO**Print Name and Title of Signatory****SURETY:**

(Affix Corporate Seal)

Hartford Fire Insurance Company**Surety****By** Lawrence F. McMahon, Attorney-in-FactAlliant Insurance Services**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.**

## ACKNOWLEDGMENT

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 May 19, 2022 before me, Maria Hallmark, Notary Public  
(insert name and title of the officer)

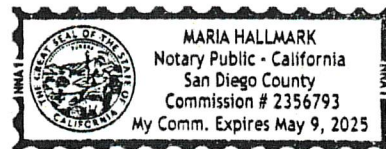
personally appeared Lawrence F. McMahon,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Signature

(Seal)





# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ALLIANT INSURANCE SERVICES INC

Agency Code: 72-160200

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut  
☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana  
☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut  
☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut  
☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana  
☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois  
☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana  
☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Lilia De Loera, Maria Guise, Janice Martin, Lawrence F. McMahon, Sarah Myers of SAN DIEGO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 19, 2022.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

Orange County Fire Authority

Solicitation No. SK2489b  
Bond No. 72BCSIS6513  
Premium included in  
Performance Bond

**4C: PAYMENT BOND**

**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 EC Constructors, 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:

**RFP SK2489b – Design-Build Services for OCFA Mission Viejo Fire Station #24**

("Contract") which Contract dated 6/23/22 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, Hartford Fire Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Fourteen Million Nine Hundred Ninety Six Thousand Four Hundred Eighty Nine Dollars (\$14,996,489), 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 19th day of May, 2022.

**CONTRACTOR:**

(Affix Corporate Seal)

EC Constructors, Inc.

**Principal**

**By**

Sherri L. Summers, CEO


**Print Name and Title of Signatory**

**SURETY:**

(Affix Corporate Seal)

Hartford Fire Insurance Company

**Surety**

By  **Lawrence F. McMahon, Attorney-in-Fact**

Alliant Insurance Services

**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.**



## ACKNOWLEDGMENT

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 May 19, 2022 before me, Maria Hallmark, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ALLIANT INSURANCE SERVICES INC

Agency Code: 72-160200

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut  
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana  
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut  
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut  
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana  
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois  
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana  
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Lilia De Loera, Maria Guise, Janice Martin, Lawrence F. McMahon, Sarah Myers of SAN DIEGO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 19, 2022.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

**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:** \_\_\_\_\_

**Legal Name of Contractor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**4E: IRS FORM W9**

**Form W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Apply to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
		-			-				
or									
<b>Employer identification number</b>									
		-							

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of  
U.S. person ►

Date ►

**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](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**4G: GENERAL CONDITIONS****ORANGE COUNTY FIRE AUTHORITY  
GENERAL CONDITIONS  
FIRE STATION 24****50.00 DEFINITIONS**

As used herein the following terms have the meaning indicated:

Acts of God: An earthquake in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

Addendum: A written or graphic instrument issued by Project Manager on behalf of the Authority prior to the execution of the Contract which sets forth additions, deletions, or other revisions to the Contract Documents or clarifications thereof.

Architect: an individual or entity that is either a partner, subcontractor or joint venturer with Contractor and is the party responsible for the overall design of the Project.

Authority: The Orange County Fire Authority, a joint powers authority, is a legal entity and political subdivision of the State of California.

Board of Directors: The governing body of the Orange County Fire Authority.

Change Order: 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 Contract Documents by virtue of the executed Change Order. Except as otherwise provided in Section 1.16., a change in the Work, or a change in the Contract Time or the Contract Price shall become the subject of a Change Order.

Construction Contract or Contract or Contract Documents: The written agreement covering the performance of the Work and the furnishing of labor, materials, tools, and equipment in the construction of the Work.

Contract Directive: 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 Authority. 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, and approved as a Change Order by the Project Manager.

Contractor's Construction Schedule: 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 Contract Documents. The Contractor's Construction Schedule shall also include the completion dates of the Milestones and a final proposal narrative as described in the Contract Documents.

Contract Price: The total amount agreed to be paid to Contractor for the Work required under the Contract Documents inclusive of all agreed to Change Orders.



**Contractor:** The person or Design-Build Entity awarded the Contract to design and build the Project and perform the Work there under.

**Day:** A calendar day unless otherwise specifically designated.

**Design – Build Entity (DBE):** The entity awarded the Contract to design and build the Project and perform the Work thereunder.

**Excusable Labor Dispute:** 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 actually delays the performance of the Work; provided, however, that suitable substitute labor or materials are not reasonably obtainable.

**Excusable Transportation Delay:** 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 Orange County Fire Authority or the Fire Chief's Designee.

**Laws:** 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.

**Local Jurisdictions:** 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.

**Authority:** The term "Authority" wherever used in the Contract Documents shall be deemed synonymous with the term "Orange County Fire Authority."

**Modification or Contract Modification:** (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 Contract Documents. 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.

**Non-Conformance Notice:** 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 Contract Documents.

**Notice to Proceed:** The written notice of the Authority to the Contractor to commence Work under the Contract.

**Plans:** 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 Contract Documents.

Project: The Project is the performance of complete design, plans, construction, installation, and delivery of the entire scope of all work as described in the Contract Documents.

Project Manager: The person or persons designated by the Fire Chief of the Authority to serve as the Project Manager of the project.

Provide: 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 Contract Documents.

Related Work: Work performed by the Authority or by any separate contractor retained or hired by the Authority, related to the completion of the Project and which is not required to be performed by the Contractor pursuant to this Contract and the Contract Documents.

Requests for Information: A request from the Contractor or one of the Subcontractors to the Project Manager seeking an interpretation or a clarification of some requirement of the Contract Documents. Contractor shall clearly and concisely set forth 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 Contract Documents' requirements along with reasons why Contractor reached such an understanding. Responses from the Project Manager will not change any requirements of the Contract Documents unless so noted in the Request for Information response.

Scheduled Completion Date The 730<sup>th</sup> calendar day after the Notice to Proceed or such other date as the Contractor and the Authority may mutually agree pursuant to the provisions of this Contract.

Site or Sites: The land on which the Project will be constructed as specifically described in the Contract Documents.

Specifications: The directives, provisions, and requirements contained in Contract Documents, however such may be labeled or otherwise described.

Subcontractor: Any person or entity with whom the Contractor has entered into any subcontract and any other person with whom any Subcontractor has further subcontractor with 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.

Substantial Completion of the Project: Shall mean and include all of the following: (1) substantial completion of all required Work; (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; (3) in strict accordance with the Contract Documents; and (4) such that Authority may fully utilize the Project for the use for which it is intended.

Supplemental Agreements: The written agreements covering alterations, amendments, or extensions to the Construction Contract and shall include contract change orders.

Work: 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 Contract Documents.

#### 50.01 THE CONTRACT DOCUMENTS

- A. The Contractor has carefully examined the site of the work contemplated. The submission of a bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, and that it is ready, willing and able to complete the design, engineering, construction and delivery of the project as described in the RFP. The Contractor understands and accepts 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 Construction of the project. 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 Authority, Project Manager, or any of their officers or agents as to the nature of the Work, the Site, the Project conditions or otherwise.
- B. All parts and provisions of the Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. If the Contract Documents do 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 Contract Documents in accordance with such recognized meanings.
- C. Where conflict exists within or between parts of the Contract Documents, or between the Contract Documents 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 Contract Documents, and; the Drawings.
- D. 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.
- E. The Contractor shall request 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 such occasional or regular joint coordination meetings as may be mutually determined to be required for such purposes.
- F. The Contract Documents reflect 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 in the Contract Documents and the actual conditions revealed during the progress of the Work or otherwise. The Contract Price shall in no event be increased by reason of any such variance unless otherwise specifically provided herein.

- G. The Contractor shall develop and maintain current "as-built" Plans to be provided to Project Manager in accordance with the Construction Contract and the Contract Documents. Project Manager may inspect and copy such Plans at any time during the course of the Work.
- H. The scope of work is intended 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.

#### **50.02 AUTHORITY AND AUTHORITY'S REPRESENTATIVES**

- A. 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 Authority.
- B. The provisions in this General Conditions or elsewhere in the Contract Documents regarding approval or direction by the Fire Chief, the Authority, 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.
- C. The Project Manager is the Authority's exclusive representative and the sole point of contact for the Contractor with respect to this Project during construction and until the completion of the Project. The Authority's communications with the Contractor shall be exclusively through the Project Manager.
- D. 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.
- E. The Authority 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.
- F. The Authority will not be responsible for the failure of the Contractor to design, 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.
- G. The Authority 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.
- H. The Project Manager has the authority to disapprove or reject Work on behalf of the Authority 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.

- I. 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 Authority to the Contractor, or any Subcontractor, or any of their agents, or employees, or any other person performing any portion of the Work.
- J. The Project Manager has the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor and representatives of Contractor's Subcontractors, to discuss such matters as procedures, progress, problems, and scheduling.
- K. The Project Manager will establish procedures to be followed for processing all submittals, Change Orders, progress payments, other project reports, documentation, and test reports.
- L. The Project Manager will review all requests for changes and shall implement the processing of Change Orders including application for extensions of time.
- M. The Project Manager will review and process all Progress Payment Requests by the Contractor including Final Progress Payment Requests.
- N. Nothing contained in the Contract Documents shall create any contractual relationship between Project Manager and the Contractor; provided, however, that Project Manager shall be deemed to be a third party beneficiary of those obligations of the Contractor to Authority as imposed by the Contract Documents.
- O. Except as otherwise provided in the Contract Documents, 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, Authority shall be taken, given and made by, or delivered or given to, Project Manager in the name of and on behalf of Authority. Only those so designated are authorized to grant on behalf of Authority any approval, consent or waiver with respect to the Contract Documents or the Work, or to otherwise act for Authority in any capacity whatsoever.
- P. The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents 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 Contract Documents, 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 Contract Documents pending the determination of such dispute, controversy, or other question.

- Q. Authority reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the 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 Authority shall not relieve the Contractor of its duties and responsibilities under the Contract Documents, and Authority shall not thereby assume, nor be deemed to have assumed, such duties or responsibilities of the Contractor.

### 50.03 **CONTRACTOR**

- A. Composition: If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- B. Design, Plans, Specifications, and Site of Project: Contractor has evaluated the feasibility of performing the Work within the time and for the amount set forth in its proposal, accounting for constraints affecting the Project and has reasonable grounds for believing and does believe that such performance is feasible and practicable. Contractor has, prior to submitting its proposal, in accordance with prudent and generally accepted engineering and construction practices, reviewed the Contract Documents, inspected and examined the Site and surrounding locations and undertaken other appropriate activities sufficient to familiarize itself with the surface and subsurface conditions discernible from the surface affecting the Project, to the extent Contractor deemed necessary or advisable for submittal of a proposal. As a result of such review, inspection, examination, and other activities, Contractor acknowledges and agrees that it has been afforded the opportunity to review information and documents and to conduct inspections and test of the Site and surrounding locations as described above. Contractor further acknowledges and agrees that changes in the conditions as the Site may occur after the date hereof, and that Contractor shall not be entitled to any Change Order in connection therewith except as specifically permitted in Section 1.16. Before commencing any Work on a particular aspect of the Project, Contractor shall verify all governing dimension at the Site, and shall examine all adjoining work which may have an impact on such Work. Contractor shall ensure that the all design and construction documents accurately depict all governing and adjoin dimensions and conditions.
- C. Governmental Approvals: Contractor acknowledges and agrees that it has familiarized itself with the requirements of any and applicable Laws and the conditions of any required governmental approvals prior to entering into the Contract. Except as specifically permitted in Section 1.16, Contractor shall be responsible for complying with the foregoing at its sole cost and without any increase in Contract price or extension of any completion deadline on account of such compliance, regardless of whether such compliance would require additional time for the performance of additional labor, equipment and/or materials not expressly provided for in the Contract Documents. Contractor has no reason to believe that any governmental approval required to be obtained by Contractor will not be granted in due course and thereafter remain in effect so as to enable the Work to proceed in accordance with the Contract Documents. If any governmental approvals required to be obtained by Contractor must formally be issued in the name of the Authority, Contractor shall undertake all efforts to obtain such approvals subject to Authority's reasonable cooperation with Contractor, including execution and delivery of appropriate applications and other documentation in a form approved by Authority. Contractor shall assist Authority in obtaining any governmental approvals which Authority may be obligated to obtain, including providing information requested by Authority and participating in meetings regarding such approvals.

- D. Preparation of Documents: Contractor shall furnish all design and other services, provide all materials and labor and efforts necessary or appropriate (excluding only those materials, services and efforts with the Contract Documents specify will be undertaken by Authority or other persons) including those required to (a) design the Project and prepare all required documentation, (b) to construct the Project and maintain it during construction in accordance with the requirements of the Contract Documents, the Project schedule, all Laws, all governmental approvals, the approved Quality Management Plan, the approved Contractor's Safety Program, the approved construction documents and all other applicable safety, environmental and other requirements so as to achieve final completion by the applicable completion deadlines, and (c) otherwise to do everything required by and in accordance with the Contract Documents. Except as otherwise specifically provided hereinafter under warranties, the Contractor shall not be an agent for the Authority.
- E. Responsibility for Design: Contractor agrees that it has full responsibility for the design of the Project and that Contractor will furnish the design of the Project, regardless of the fact that certain conceptual design work occurred and may have been provided to Contractor prior to the execution of the Contract. Authority does not intend to contract for, pay for, or receive any design services which are in violation of any professional licensing laws, and Contractor acknowledges and agrees that Contractor is fully responsible for furnishing the design of the Project either through its own personnel or through subcontracts with licensed design firm(s). Any references in the Contract Documents to Contractor's responsibilities or obligation to "perform" the design portions of the Work shall be deemed to mean that Contractor shall "furnish" the design for the Project. All design and engineering Work furnished by Contractor shall be performed by or under the supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the State of California, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the Work in accordance with the Contract Documents and who will assume professional responsibility for the accuracy and completeness of the design documents prepared or checked by them. Contractor and its design subcontractor (if any) shall, throughout the term of the Contract, maintain all required authority, license status, professional ability, skills and capacity to perform the Work, and shall perform them in accordance with the requirements contained in the Contract Documents.
- F. 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 within 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.
- G. Licenses and Certificates: The Contractor shall obtain and possess 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, sexual 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.

- H. 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 or unless directed by 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 Authority that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. 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 Authority regardless of whether it is so stated therein, and the Contractor agrees to assign all such warranties and guarantees to the Authority.
- I. Completion Schedule: The Contractor shall prepare and submit, for Project Manager's approval, a Contractor's Construction Schedule for the work which shall provide for expeditious and practicable execution of the work for completion within the Contract Time.
- J. Reports by Contractor: Contractor shall produce and maintain daily reports of the site and construction activities that shall be provided to Project Manager on request. The reports shall follow the Authority approved format including, but not limited to, information regarding trades at work, manpower, weather conditions, construction progress, and solutions to problems.
- K. Contractor Responsibility: The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for all design, 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 Contract Documents. Contractor shall provide all labor, materials, and equipment in conformity with the Contract Documents and other directions as may be provided by the Project Manager.

- L. 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 Contract Documents 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 shall prosecute the Work diligently to completion. Contractor shall be responsible for the coordination and scheduling of all Work and the Related Work.
- M. Ongoing Self-Inspection: Contractor shall, at its sole cost and expense, inspect its work to determine strict conformance to the requirements of the Contract Documents. (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 the Contract or any other provision of the Contract Documents.) If the Contractor determines that some of the work performed on the Project does not comply with the requirements of the Contract Documents, 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 Authority shall not be deemed to have waived the requirements of the Contract Documents or accepted the work.
- N. 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 Contract Documents 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 to with the Project Manager.
- O. Inspectors: In addition to the Project Manager, inspectors of Local Jurisdictions are authorized to enforce strict compliance with the terms and conditions of the Contract Documents 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 Documents. 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 Documents, 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 Section 1.47 below, relating to Non-Conforming Work. Inspectors are not authorized to issue or direct changes to the requirements of the Contract Documents. In the event that the

Contractor believes some direction given by an inspector does constitute a change to the requirements of the Contract Documents, 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 Documents. 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.

- P. 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 requirements of the Contract Documents. 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.
- Q. Failure to Comply: Upon failure of the Contractor to comply promptly with any order of the Project Manager made under subsections M, N, O, and P 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.
- R. Contractor Liabilities: The Contractor shall be responsible to Authority 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' errors, omissions, or negligence in the performance of the Work and completion of the Project.
- S. 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 so that Project Manager and the Authority can affect any required or necessary modification thereof in a timely and cost effective manner. Contractor shall not take advantage of any apparent deficiency, error, or inconsistency in the Contract Documents. Should it appear that the Work to be done or any matter relative thereto is not sufficiently detailed or explained in the Contract Documents, Contractor shall apply to the Project Manager in writing for such further written explanations as may be necessary before proceeding with the Work affected thereby and shall conform to the explanation provided. The fact that the Contract Documents omit or misdescribe any details of any Work which is necessary to carry out the intent to the Contract Documents, or which are customarily performed, shall not relieve Contractor from performing such omitted Work (no matter how extensive) or misdescribed details of the Work, and they shall be performed as if fully and correctly set forth and described in the Contract Documents, without entitlement to a Change Order except as agreed to by Authority.
- T. Ongoing Duty to Disclose: 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 Site, the Contractor shall promptly

notify the Project Manager in writing of such discrepancy. If the Contractor observes that the Contract Documents are at variance with any applicable law, regulation, order, or decree, the Contractor shall promptly notify the Project Manager in writing of such conflict. 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.

- U. Duty to Coordinate: The Contractor shall be responsible for coordinating any work carried on at the Site by other parties or by the Authority, 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 Authority for damages suffered as a result of work being carried on at the Site by other parties or the Authority 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 under Section 1.16 below.
- V. Failure to Pay for Labor or Materials: If Contractor fails to pay for labor or materials when due, Authority may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, Authority may settle any claims directly and deduct the amount of payments from the Contract price and any amounts due to Contractor. In the event Authority receives a stop notice from any laborer or material supplier alleging non-payment by Contractor, Authority shall be entitled to deduct all of its costs and expenses incurred relating thereto, pursuant to Civil Code section 9358.
- W. 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 Authority prior to execution of the Contract (and, without limiting the continuous duty of the Contractor to advise the Authority) of any instances where the Contract Documents are, or where the Contractor believes the Contract Documents are, not in compliance with the Laws.
- X. Ongoing Responsibility: 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 Project.
- Y. 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, Authority may withhold the amount of any such taxes from any amounts owing to the Contractor under the Contract Documents, 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 Price. The Contractor

shall secure and pay for all governmental fees, permits and licenses which Authority is not specifically required to provide and pay for under the Contract Documents.

- Z. Tests: If the Contract Documents, or any laws, ordinances, rules, regulations, or any orders or 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 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 Contract Documents; (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 Authority, may be offset by Authority against any amounts then or thereafter due to the Contractor. If such inspection or testing proves that the Work was performed properly, Authority 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.
- AA. General: The duties and responsibilities of the Contractor as set forth in this Section 1.03 are in addition to, and not in lieu of, other duties and responsibilities of the Contractor enumerated elsewhere in the Contract Documents.
- BB. Ownership of Design: Design and construction documents shall become the property of Authority upon preparation, and other documents prepared or obtained by Contractor or its subcontractors in connection with the performance of its obligations under the Contract, including studies, manuals, as-built drawings, technical and other reports and the like, shall become the property of Authority upon Contractor's preparation or receipt thereof. Copies of all design and construction documents shall be furnished to Authority upon preparation or receipt thereof by Contractor.
- CC. Contractor shall as part of the design of the Project develop and submit to Authority for approval a Quality Assurance/Quality Management Plan. At a minimum, the Quality Assurance/Quality Management Plan will describe the overall policies, program, organizational responsibilities, procedures, and the means of ensuring that all items of Work are in conformance with the Contract Documents. The Plan will also describe the processes, procedures and details of reviews and checks that will be performed on the design of the Project, and the inspections and tests that will be performed on construction materials and workmanship to ensure overall quality of the constructed Project. The Contractor shall also submit the Contractor's Safety Plan to the Authority prior to beginning any construction activities.

#### **50.04 SUBCONTRACTS**

- A. Licensed Subcontractors: Contractor shall not have the right and shall not make any substitution of any listed subcontractor, as set forth in Public Contract Code section 4101, except in accordance with the provisions of the Subletting and Subcontracting Fair

Practices Act (Public Contract Code sections 4100 et seq.). Once Contractor has entered into a subcontract valued in excess of 1/2 of 1% of the Contract Price, the Contractor shall not have the right and shall not make any substitution of said subcontractor except in accordance with the provisions of said Act. Each subcontractor selected for the Work shall be licensed in the State of California in the subcontractor's particular field.

- B. Transactions: Transactions with subcontractors shall be made through the Contractor. Authority may assign to the Contractor any contracts or purchase orders entered into between Authority 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 Price shall be governed by Section 1.16 below.
- C. Writing: All subcontracts and sub-subcontracts shall be in writing. Each subcontract and sub-subcontract 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 Authority, to be bound by, and to require each of its Sub-subcontractors to be bound by, such terms and conditions to the full extent applicable to its portion of the Work.
- D. Responsibility: The Contractor shall be fully responsible to the Authority 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.
- E. 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.
- F. 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 Contract Documents 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 sub-subcontracts. In the event of any such failure by a Subcontractor or Sub-subcontractor to comply with the requirements of the Contract Documents, 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 Authority on account of any such failure by a Subcontractor or Sub-subcontractor (specifically including, without limitation, a failure to pay for labor (including applicable fringe benefits) or materials).
- G. Contractual Relations: Nothing contained in the Contract Documents shall create any contractual relations between Authority or the Project Manager and a subcontractor. However, it is acknowledged that Authority and Project Manager are intended third party beneficiaries of the obligations of the Subcontractors and Sub-subcontractors related to the Work and the Project.



**50.05 DRAWINGS AND SPECIFICATIONS**

- A. Checking: The Contractor, as part of this Contract, shall be responsible for any errors or omissions in the plans and specifications thereto. Any defect or insufficiency that exists in design, materials, or specified method which is directly or indirectly affected by defect or insufficiency in design, materials, or specified method will be the responsibility of the Contractor and the Contractor shall bear all costs arising therefrom.
- B. 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.
- C. Shop Drawings: The Contractor shall establish, implement, and supervise the submission of shop drawings and other submittals (of any type) in accordance with the Contractor's Construction Schedule and any milestones. The Contractor shall note any variances between any such shop drawings or other submittals and the Contract Documents for the benefit of Authority at the time of submission. No approval or other similar action regarding any such submission shall be binding in any way upon Authority.
- D. 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.
- E. 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.

**50.06 DIVISIONS OF THE SPECIFICATIONS**

- A. 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 Authority 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.
- B. 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.
- C. Where devices or items or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many devices, items, or parts as are required to properly complete the Work.

- D. Each section of the specifications is covered by applicable requirements of the Contract Documents and other related sections as if therein written.

#### **50.07 SITE CONDITIONS**

- A. Existing Site Conditions: Information respecting the site of the work has been obtained by Authority's representatives and is believed to be reasonably correct, but the Authority does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.
- B. Changed Conditions: The Contractor shall promptly, and before such conditions are disturbed, notify the Project Manager in writing of:
- (1) Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
  - (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.
- C. 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.
- D. 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 Authority and shall not commit or permit any act which will interfere with the performance of work by any other contractor or employees of the Authority whether at the site or not.

#### **50.08 CONDITIONS AFFECTING THE WORK**

- A. 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 Authority. The Authority 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 Authority are expressly stated in the Contract Documents.

#### **50.09 AUTHORITY'S PROPERTY ON SITE**

- A. All fixtures, facilities, equipment, vehicles, furniture, and all other personal property of the Authority located at the job site which are removed in the course of construction of the Project remain the property of the Authority 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.

#### **50.10 PROTECTION**

- A. 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 Authority and third parties from loss or damage from whatever cause, and shall comply with the requirements of Authority 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.
- B. 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 Authority shall not assume same, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor by the Contract.
- C. Until final acceptance of the Work by Authority, the Contractor shall have full and complete charge and care of and, except as otherwise provided in this Subsection, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including Authority-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.
- D. 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 Authority-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.
- E. 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.
- F. The Contractor shall maintain continuously adequate protection of all Work from damage and shall protect the Authority'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 Authority. 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 means of identification at all times as required by the Project Manager while on the job site.

- G. 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 Authority, 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.
- H. 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.
- I. If the Contractor fails or refuses to comply promptly, the Project Manager may 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 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 Article.
- J. 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 Authority. 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.

#### **50.11 RESPONSIBILITY FOR DAMAGES OR INJURY**

- A. The Authority and all officers and employees thereof shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials 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 which might have been prevented by the Contractor, or Contractor's workers, or anyone employed by Contractor.
- B. The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the Work or at any time before its completion and final acceptance.

- C. The Contractor shall indemnify and save harmless the Authority, its Board of Directors, all officers and employees thereof connected with the work:
- (1) from all claims, suits or actions of every name kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the Work or by or in consequence of any negligence regarding the Work;
  - (2) use of improper materials in construction of the Work;
  - (3) or by or on account of any act or mission by the Contractor or Contractor's agents during the progress of the Work or at any time before its completion and final acceptance.
- D. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract Documents as shall be considered necessary by the Authority may be retained by the Authority until disposition has been made of such suits or claims for damages as aforesaid.

#### **50.12 PAYMENTS**

- A. The Authority shall make payments upon the Contract Price in accordance with the Contract Documents.

#### **50.13 ASSIGNMENT**

- A. The Contract Documents, or any obligation thereunder, may not be assigned by the Contractor. Claims for monies due or to become due the Contractor from the Authority 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 subsection shall be void.

#### **50.14 OTHER CONTRACTS**

- A. 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 Authority 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 Authority employees.

#### **50.15 WARRANTY / WARRANTY WORK**

- A. 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 Contract Documents), 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 the Site, Project, Work, or any system installed therein resulting from such defects.

- B. Warranty Work / Normal Response Time: In the event of failure to comply with the above-mentioned conditions within one (1) week after being notified in writing, the Authority 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.
- C. Warranty Work / Emergency Response Time: If in the opinion of the Authority, defective work creates a dangerous condition, affects the Authority'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 Authority, the Contractor shall be required to take corrective action within 24 hours after personal or telephonic notice by the Authority's Property Management Section. If the Contractor cannot be contacted or does not comply with the Authority's request for correction within 24 hours (or a reasonable time as determined by the Authority), the Authority may, notwithstanding the provisions of this article, proceed to make such correction, the cost of which shall be charged against the Contractor who hereby agrees to pay the cost and charges therefore immediately on demand.
- D. 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 Authority taking whatever corrective action it deems necessary including termination of this agreement. All costs resulting from such action by the Authority 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.
- E. Alternative Remedy: 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 Authority 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.
- F. All Inclusive Remedies: The Contractor's obligations under this clause are in addition to the Contractor's other express or implied assurances contained in the Contract Documents, or state law and in no way diminish any other rights that the Authority may have against the Contractor for faulty materials, equipment, or work.

#### **50.16 EXTRA WORK AND CHANGES**

- A. The Contract Sum as set forth in the Contract 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 1.16. Authority may 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:
1. Any act or neglect of Authority, Project Manager, or any employee, agent, or representative of Authority; or



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
  3. Unusually severe weather conditions not reasonably anticipatable for that portion of the County of Orange 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
  4. Excusable Transportation Delays; or
  5. Excusable Labor Disputes; or
  6. Acts of God; or
  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 acceptable to the Project Manager, 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.
- B. 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 Authority which causes any change, provided Contractor gives the Authority written notice stating the date, circumstances and source of the order and that Contractor regards the order as a Change Order.
- C. If any change under this Section 1.16 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 may make an equitable adjustment and modify the Contract in writing. No claim for any change shall be allowed for any costs incurred more than fifteen (15) days before the Contractor gives written notice as required below.
- D. 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 1.16 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.
- E. 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.
- F. No extension of the Scheduled Completion Date or the right on the part of Contractor to secure any such extension pursuant to this Section 1.16 shall prejudice any right Authority may have under the Contract Documents, or otherwise, to terminate this Contract.

- G. 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 1.16.
- H. 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.
- I. The Authority 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 1.16.
- J. Project Manager may at any time, without notice to any surety, by written order make any change in the work within the general scope of the Contract, including, but not limited to, changes in:
1. The Contract Documents (including drawings and designs);
  2. The time, method, or manner of performance of the work;
  3. The Authority-furnished facilities, equipment, materials, services, or site; or
  4. Directing acceleration in the performance of the work.
- K. Except as provided in this Section 1.16, no order, statement or conduct of the Authority or its representatives, including, but not limited to the Fire Chief, and/or Project Manager, shall be treated as a change under this Section 1.16 or entitle Contractor to an equitable adjustment.
- L. If Contractor intends to assert a claim for an equitable adjustment under this Section 1.16, it must, within fifteen (15) days after receipt of a written change order under this Section 1.16 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 only for good and justified cause. Project Manager's decision regarding any request for extension shall be final and binding on all parties.
- M. Claim documentation shall conform to generally accepted accounting principles 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.
- N. 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.

- O. Each copy of the claim documentation shall be certified as true and correct and under penalty of perjury by a responsible officer of the Contractor in accordance with the requirements of the Contract Documents.
- P. 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 Authority as provided for under California Government Code Section 12650 *et seq.*
- Q. Disputed work shall be performed as ordered in writing by the Project Manager, so long as the cost of such work is within the authority of the Project Manager as described above, so as to minimize the impact on, and delays to, the Work.
- R. 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 Authority; 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 Authority; 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.
- S. 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 Authority 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 Authority or its Project Manager and the Authority shall not pay for any extra charges made by Contractor that have not been agreed upon in advance in writing by the Authority. Disputed work shall be performed as ordered in writing by the Authority or the Project Manager and the proper cost or credit breakdowns therefor shall be submitted in accordance with the Contract Documents.
- T. 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. The Parties acknowledge and understand that approval authority for any such written order, changes or additions will vary depending on the scope of the requested change. To determine the appropriate approval process, the Orange County Fire Authority Roles/Responsibilities/Authorities Matrix, as may be amended, shall control.
- U. 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.

- V. Nothing in this Section shall excuse the Contractor from proceeding with the Contract Documents as changed.

**50.17 ORAL MODIFICATION**

- A. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of the Contract Documents.

**50.18 MATERIAL, WORKMANSHIP, AND ACCEPTANCE**

- A. 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.
- B. All work under the 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.
- C. The Contractor shall, without charge, replace any material or correct any workmanship found by the Project Manager not to conform to the Contract Documents, 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.
- D. Unless otherwise provided in the Contract Documents, acceptance by the Authority 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 Authority's rights under any warranty or guarantee. Informal procedures such as "punch lists" are not to be deemed final or conditional acceptance.

**50.19 TERMINATION FOR DEFAULT & DAMAGES FOR DELAY**

- A. 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 the Contract 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.
- B. 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 Authority 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 Authority resulting from Contractor's refusal or failure to complete the work within the specified time.

- C. Fixed and agreed liquidated damages are provided in the Contract Documents, these General Conditions, subsection 1.38 J. If the Authority 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 Authority in completing the work.
- D. 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:
  - 1. Any act or neglect of Authority, Project Manager, or any employee, agent, or representative of Authority; or
  - 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
  - 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
  - 4. Excusable Transportation Delays; or
  - 5. Excusable Labor Disputes; or
  - 6. Acts of God; or
  - 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.

- E. The rights and remedies of the Authority provided in this Article are in addition to any other rights and remedies provided by law or under the Contract Documents.

**50.20 AUTHORITY'S RIGHTS REGARDING WORK**

- A. If the Work or any portion thereof is defective and/or does not conform to the Contract Documents, 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 Contract Documents, 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 Authority's rights to terminate this Contract in accordance with the Contract Documents.
- B. Project Manager may at any time and without cause suspend the Work or any portion thereof 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 Contract Price remaining unchanged. Provided Contractor is not in default of the terms of the Contract Documents, 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 Contract Price, in an amount to be approved by the Fire Chief or the Authority, 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.
- C. 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 Contract Price, nor shall Contractor receive any additional compensation for these activities.
- D. Contractor shall cooperate with Authority, Project Manager, and all other persons as Authority 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 Authority 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 Authority 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 Contract Documents.
- E. To the extent that Authority 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 Authority's purchasing agent and any other special consultants shall be indicated on the Contractor's Construction Schedule to allow Authority to provide for proper phasing.

**50.21 CONTRACT PRICE; METHOD OF PAYMENT; RETENTION OF FUNDS**

- A. Authority agrees to pay and the Contractor agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change order the Contract Price.
- B. 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-five percent (95%) 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 Authority will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.
- C. Application for Partial Payment: The Contractor shall request payment through the preparation and submission to Authority of an Application for Partial Payment. The Application for Partial Payment 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 Authority 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, certifications of payrolls, and such other evidence of performance of the Work, the costs thereof and payment therefor as Authority may deem necessary or desirable.
- D. The Contractor warrants that title to all Work, materials and equipment covered by an Application for Partial Payment shall pass to Authority, 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 Authority 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 Authority 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 Contract Documents. In this regard, it is specifically noted that neither the Authority, 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.
- E. If the Contractor has submitted an Application for Partial Payment in the manner prescribed herein, 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).

- F. The Project Manager's approval of an Application for Partial Payment shall not constitute a representation by Authority that the conditions precedent to the Contractor's entitlement to payment have been fulfilled, nor shall approval of an Application for Partial Payment by Authority be deemed a representation by Authority: (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 Price.
- G. No approval of an Application for Partial Payment, progress payment or any beneficial, partial or entire use or occupancy of the Project by Authority shall constitute an acceptance of any Work which is not in accordance with the Contract Documents; and regardless of approval of an Application for Partial Payment by Authority, the Contractor shall remain totally obligated and liable for the performance of the Work in strict compliance with the Contract Documents.
- H. Subject to Authority's rights to offset or withhold as set forth in these General Conditions, after Authority 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 Contract Documents.

#### **50.22 RIGHT TO OCCUPY - BENEFICIAL USE**

- A. Authority reserves the right, prior to Final 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 Authority to Contractor, nor shall it prejudice Authority'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.
- B. 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 Authority may occupy such portion or portions of the Project, and such portions shall be deemed to be substantially complete.
- C. Beneficial Occupancy shall not constitute acceptance by Authority 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 Price.

- D. Anything in this Section 1.22 to the contrary notwithstanding, Authority 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.

#### **50.23 FINAL COMPLETION AND FINAL PAYMENT**

- A. 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 Contract Documents and is ready for occupancy. Project Manager 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 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 Authority shall pay to Contractor the amount due under such Final Application for Payment as provided herein.
- B. Before Authority makes the Final Payment to Contractor, all requirements of the Contract Documents 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 Project Manager;
  3. Receipt by Authority 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;
  5. Copies of any other warranties or guarantees received from manufacturers, suppliers, or Subcontractors; 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 if applicable to Project.
- C. 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 Authority or Authority'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.

- D. 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.
- E. The making of Final Payment shall constitute a waiver of all claims by Authority 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 Contract Documents; (4) terms of any special warranties required by the Contract Documents; (5) "Punchlist" items not yet completed by the Contractor; (6) discrepancies noted in subsequent audits performed by Authority 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.
- F. Final Payment shall not relieve Contractor of its warranty and indemnification obligations pursuant to the Contract Documents, which shall survive such payment.
- G. Contractor shall keep and present within fifteen (15) days after request by Authority 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 supporting data.

#### **50.24 SURETY BONDS**

- A. 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 Authority.

#### **50.25 INSURANCE**

- A. Contractor is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this Contract.
- B. Contractor and all Subcontractors will carry workers' compensation insurance for the protection of its employees during the progress of the work.
- C. Contractor shall at all times carry, on all operations hereunder, bodily injury, including death, and property damage liability insurance, including automotive operations bodily injury and property damage coverage; professional liability, and builders' all risk insurance. All insurance coverage shall be in amounts specified by Authority below and shall be evidenced by the issuance of a certificate in a form prescribed by the

Authority and shall be underwritten by insurance companies satisfactory to Authority for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles.

- D. Said insurance coverage obtained by the Contractor, excepting workers' compensation coverage, shall contain the following provisions, or Contractor shall obtain endorsements on forms approved by the Authority to add the following provisions to the insurance policies: (1) the policy or policies shall name the Authority, its Directors, officers, officials, agents, employees, Project Manager, volunteers and consultants for this Agreement, and all public agencies from whom permits will be obtained and their Directors, elected or appointed officials, officers, agents, and employees, as determined by the Authority, as additional insureds on said policies; and (2) each policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the Authority, its Directors, officers, officials, agents, employees, Project Manager, volunteers or consultants, shall not contribute with the primary insurance. The Worker's Compensation policy shall be endorsed to waive all rights of subrogation against OCFA, its Directors, officers, officials, agents, employees, Project Manager, volunteers and consultants.
- E. Contractor hereby waives all rights of subrogation against Authority, its Directors, officers, officials, agents, employees, Project Manager, volunteers and consultants.
- F. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days written notice to Authority. Contractor shall maintain all of the foregoing insurance coverages in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not relieve Contractor from the provisions for indemnification of Authority by Contractor under Section 1.26 below. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted as an insurer in California 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, except that the Authority will accept State Compensation Insurance Fund for the required policy of Worker's Compensation subject to OCFA's option to require a change in insurer in the event the State Fund financial rating is decreased below "B":

<b>Workers Compensation</b>	In accordance with the Workers' Compensation Act of the State of California, with a minimum of \$2,000,000
<b>Public Liability, in the form of either Comprehensive or General Liability written on a full occurrence basis</b>	Combined single limit of \$5,000,000 per occurrence for bodily injury, death and property damage
<b>Automobile Liability, including non-owned and hired vehicles</b>	Combined single limit of \$1,000,000 on a per occurrence basis.
<b>Errors and Omission Liability</b>	\$2,000,000
<b>Builders' At Risk</b>	Sufficient to cover the total expected cost of the project

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

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

- G. Contractor shall either: (1) include all subcontractors engaged in any work 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, maintain and submit evidence to Authority of insurance of the same types, in the same amounts, and in compliance with the terms of the insurance requirements set forth in this section, including submittal of all required endorsements. All insurance policies provided by Contractor's subcontractors performing any work related to this Agreement shall be endorsed with the endorsements required above. Contractor shall not allow any subcontractor to commence any work relating to this Agreement unless and until it has provided evidence satisfactory to Authority that the subcontractor is covered by all insurance required under this section and all requirement endorsements have been submitted to Authority. Payment under this Agreement for services performed by subcontractors may be withheld by Authority until evidence satisfactory to Authority is provided that the subcontractor has secured all the required insurance is provided to Authority.
- H. Authority or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates. Contractor shall pay the premiums on the insurance hereinabove required.

## **50.26 RISK AND INDEMNIFICATION**

- A. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense and with legal counsel approved by Authority, which approval shall not be unreasonably withheld), protect and hold harmless Authority and all of Authority'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 Authority'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 the Contract Documents (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.

- B. Duty to Defend: The duty to defend hereunder is wholly independent of and separate from the 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 Authority 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.
- C. Notwithstanding the foregoing, and only to the extent that the Work performed by Contractor is subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

#### **50.27 TERMINATION**

- A. 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 Authority, provided that the Contractor is given (1) Not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) 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 termination.
- B. 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 Authority'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 Authority'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 Authority 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 1.27.
- C. If termination is effected by the Authority, 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 Authority 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.

- D. 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;
  - (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;
  - (3) Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
  - (4) Assign to the Authority, all of the right, title and interests of the Contractor under the orders and subcontracts so terminated, in which case the Authority 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;
  - (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;
  - (6) Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination;
  - (7) Deliver or otherwise make available to the Authority 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;
  - (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 Authority has, or may acquire, interest.
- E. 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 six (6) months 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.
- F. 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 Authority. If agreement cannot be reached through this application, 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 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 Article, 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.

**50.28 PATENT INFRINGEMENT**

- A. 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.
- B. In the event of any suit against the Authority, or any claim against the Authority 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 Authority, upon request, all evidence and information in possession of the Contractor pertaining to such suit or claim. The Contractor further agrees to indemnify and hold harmless the Authority against any and all claims or lawsuits based upon such patent infringement, to defend such suits, and to pay any judgment rendered against authority, its employees, or the Board of Directors.

**50.29 NO WAIVER BY AUTHORITY**

The failure of the Authority 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.

**50.30 DISPUTES**

- A. 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.
- B. Except as otherwise provided herein, the Authority and the Contractor shall comply with the provisions of California Public Contracts Code Section 20104 *et seq.*, re resolution of construction claims for any claims which arise between the Contractor and the Authority.

**50.31 ATTORNEYS' FEES**

If any action at law or in equity is necessary to enforce or interpret the terms of the Contract Documents, 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 named the Authority as a party to said action, the Authority shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the Authority. The Authority shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

**50.32 CONTRACTOR'S EMPLOYEES COMPENSATION**

- A. General Prevailing Rate: Authority 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 Authority. 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.

- B. Forfeiture For Violation: Contractor shall, as a penalty to the Authority, forfeit Two Hundred Dollars (\$200.00) 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.
- C. 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.
- D. 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 14.2 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 Authority 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.
- E. Record of Wages; Inspection: The Contractor and each subcontractor performing any portion 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 Authority within ten days after receipt of a written request therefor from Project Manager or otherwise from the Authority. The Contractor shall inform the Authority 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 Article and the provisions of Labor Code Section 1776. In the event of noncompliance with the requirements of this Article 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 Authority, 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 Authority, 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.

### **50.33 SAFETY & HEALTH**

- A. 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 Authority 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.
- B. 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. In the event of conflicting requirements, the more stringent shall govern and if requested by Authority, submit the same to Authority for review. Authority may, but shall not be obligated to, make suggestions and recommendations to the Contractor. Authority shall review and approve the Contractor's Site Specific Program.
- C. 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 Authority and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- D. 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 said programs and to prevent accidents.
- E. 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.
- F. 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.
- G. Should the Contractor fail to provide a safe work environment in accordance with the Contract Documents, Authority or Project Manager shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be paid by the Contractor.
- H. 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.
- I. If deemed necessary by the Project Manager or Project Safety Coordinator, or other Authority 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.
- J. Workplace violence (Type III), verbal intimidation or threats to the Project Manager, Authority or designee will result in immediate removal from the Project. Contractor shall develop and implement a workplace violence policy and procedure.
- K. 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. Authority 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 Authority's site for his or her failure to comply with safety practices, with which order the Contractor shall promptly comply.



- L. The Contractor shall defend, indemnify, and hold the Project Manager, Authority, 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 Contract Documents, 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, 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. The Contractor shall not be relieved of its responsibilities under this Subsection L should Authority act or fail to act pursuant to its rights hereunder, nor shall Authority thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed on the Contractor by this Contract, by virtue of providing Authority's Safety Policies & Procedures, or any other manner whatsoever.
- M. The Contractor shall not raise a defense as to its obligation to indemnify under Subsection L above any contributing negligence of any of those indemnified hereunder, it's 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.
- N. 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 1.33 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.
- O. In connection with the performance of this contract, Authority 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 and all employees. Contractor agrees that Authority, 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 Authority identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite, Authority is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this Section. Authority 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 Authority 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 Authority.

#### **50.34 NON-DISCRIMINATION**

- A. Contractor covenants that, by and for itself, its successors, and assigns, including its Subcontractors and suppliers, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed,

religion, gender, marital status, national origin, sexual orientation, or ancestry in the performance of this Contract. Contractor shall take steps to ensure that applicants for any job and 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.

- B. 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.
- C. 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.
- D. 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.

#### **50.35 ASSIGNMENT OF ANTITRUST ACTIONS**

- A. 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 Authority 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 Authority 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 Article and the provision of Public Contract Code Section 7103.5.

#### **50.36 SUBSTITUTED SECURITY**

- A. In accordance with Section 22300 of the Public Contract Code, the Authority will, at the request and expense of the Contractor, accept securities equivalent to any amount withheld by the Authority to ensure performance under the Contract Documents. Such

substituted security must meet the requirements of said Section 22300 and will be subject to a written escrow agreement among Authority, Contractor, and escrow agent, which Agreement shall be in the form set forth in Public Contract Code, Section 22300.

**50.37 TIME OF COMMENCEMENT; TIME IS OF THE ESSENCE**

- A. Commencement: Contractor agrees to commence the Project within 10 calendar days from the date the Notice to Proceed and Contractor shall diligently prosecute the work to Final Completion no later than the Scheduled Completion Date, excluding modifications for delays caused or authorized by the Authority as set forth in Section 1.16.
- B. 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. Upon submission by Contractor, and approval by the Project Manager, the Contractor's Construction Schedule shall become part of the Contract Documents 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 the Contract Documents.
- C. Progress Reports: Concurrently with its submission of Applications for Partial 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) if required or requested by the Project Manager, a recovery schedule to place the Work and Related Work back on schedule, at no cost to the Authority. 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.
- D. **TIME IS THE ESSENCE OF THIS CONTRACT: NOTWITHSTANDING AUTHORITY'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 CONTRACT DOCUMENTS.**
- E. Ongoing Responsibility of Contractor: As required by the Contract Documents, 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 Contract Documents 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 Contract Documents.

- F. 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.
- G. Cooperation: Notwithstanding the Scheduled Completion Date, Contractor will cooperate with the Authority and the Authority's separate contractors, consultants, and employees and Contractor agrees to provide for and coordinate access to the Project prior to the Scheduled Completion Date.
- H. IT IS SPECIFICALLY AGREED THAT CONTRACTOR ASSUMES THE RISK OF NONPERFORMANCE, LATE PERFORMANCE, AND NONCOMPLIANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS BY CONTRACTOR, CONTRACTOR'S SUBCONTRACTORS, SUPPLIERS, AND AGENTS. CONTRACTOR SHALL NOT BE ENTITLED TO AN EXTENSION OF THE SCHEDULED COMPLETION DATE FOR THE ABOVE STATED REASONS OR ANY OTHER REASONS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE CONTRACT DOCUMENTS.
- I. 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.
- J. Liquidated Damages: The Parties acknowledge and agree that if Contractor fails to achieve Final Completion of the Project by the Scheduled Completion Date as such date may be extended in accordance with the Contract Documents, Authority 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 Authority will incur if Contractor fails to achieve Final Completion of the Project by the Scheduled Completion Date as such date may be extended in accordance with the Contract Documents, agree that in addition to all other damages to which Authority may be entitled, Contractor agrees to pay to Authority as liquidated damages, and not as a penalty but as a reasonable estimate of the amount of damages Authority will suffer, the amount of Ten Thousand Dollars (\$10,000.00) per day for each calendar day occurring after the Scheduled Completion Date that Contractor fails to achieve Final Completion.
- K. Additional Remedies: The Parties also acknowledge and agree that Authority is entitled to any and all legal and equitable remedies Authority may have where Authority's damages are caused by any other reason than Contractor's failure to achieve Final Completion by the Scheduled Completion Date.

#### **50.38 AUDIT AND ACCESS TO RECORDS**

- A. Contractor shall maintain all books, records, documents, and other evidence directly pertinent to the performance of the Work under the Contract Documents 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 Authority. 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 Authority, provide proper facilities for such access, inspection, and copying purposes.

- B. The Parties agree that the provisions of this Section 1.39 are applicable to Contract Documents 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 applicable to all Change Orders, claims, and other requests for adjustment related to Project performance by Contractor's Subcontractors and suppliers.
- C. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines.
- D. The Contractor agrees to the disclosure of all information and reports resulting from access to records under the provisions of this Section to the Authority, the Fire Chief, the Project Manager, and any affected or interested state or local agency.
- E. 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.
- F. 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 the 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.
- G. 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.

#### **50.39 AUTHORITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

- A. No member, officer, member of the Authority Board of Directors, or employee of the Authority shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by Authority 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.
- B. Pursuant to the provisions of the Authority'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 Authority, or any member of the Authority 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 Authority 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:

1. Agrees that no officer, employee, member of the Authority Board of Directors, agent, or assignee of the Authority having direct or indirect control of any monies allocated by Authority to finance this Project, shall serve as an officer, director, employee, or agent of Contractor, or as an officer, director, employee, or agent of any Subcontractor or supplier of Contractor under this Contract.
  2. In addition, 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 Authority prior to execution of this Contract and such disclosure shall be deemed a part of this Contract.
- C. Contractor shall not expend any funds for the purpose of influencing or attempting to influence an officer, member, employee, or member of the Authority Board in the connection with the awarding and the administration of this Contract or any subcontract in furtherance of the Project.

#### **50.40 ENTIRE AGREEMENT**

- A. It is agreed that the Contract represents the entire agreement between the Parties. It is further agreed that the Contract Documents are incorporated in the Contract by 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 Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by the Contract.

#### **50.41 WRITTEN NOTICE**

- A. Any written notice required to be given in any part of the Contract Documents shall be performed by depositing the same in the U.S. Mail, postage prepaid, directed to the address of the Contractor as set forth in the Contract Documents, and to the Authority addressed as follows:

Orange County Fire Authority  
Attention: Sara Kennedy  
1 Fire Authority Road  
Irvine, CA 92602

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

To Contractor: EC Constructors, Inc.  
Attention: James Summers, President  
9834 River Street  
Lakeside, CA 924

#### **50.42 MISCELLANEOUS PROVISIONS**

- A. Assignment: Contractor shall neither delegate its duties or obligations, nor assign its rights with respect, except as provided above, to the 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.

- B. Computation of Time: When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of the period, provided, however, that if the last day of the period falls on a Saturday, Sunday, or legal holiday, that day shall be omitted from the computation.
- C. Interest: Any monies not paid when due to either party under this Contract shall bear interest at the rate of ten (10%) percent per annum, commencing on the forty-sixth (46<sup>th</sup>) day after demand for payment thereof after such monies are lawfully due and payable, except as otherwise provided in the Contract Documents.
- D. Remedies Cumulative: No remedy herein reserved to Authority is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other given in the Contract Documents as now or hereafter existing or at law, equity, or by statute.
- E. Nonwaiver: The failure of the Authority to notify the Contractor of any default under the Contract Documents shall not be deemed to be a waiver by Authority of any continuing default by Contractor of any term, covenant, or condition set forth in this Contract, nor of the Authority's right to declare a default for any such continuing breach, and the failure of Authority to insist upon strict performance of any of the terms, covenants, or conditions of the Contract Documents, or to exercise any option in the Contract Documents 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.
- F. Severability: In case any one or more provisions set forth in the Contract Documents shall for any reason be held invalid, illegal, or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract Documents, and the Contract Documents and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein so long as the deletion of such provision does not, in the Authority's judgment, materially alter the Contract.
- G. No Third-Party Beneficiaries: The Contract Documents and the 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 the Contract except as may be expressly provided in the Contract to the contrary.
- H. Oral Agreements: No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in the Contract or the Contract Documents, and none of the provisions of the Contract Documents 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 the Contract Documents by authorized officers or representatives of the Parties. No evidence shall be introduced in any proceeding of any other waiver or modification.
- I. Counterparts: The 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.

- J. Governing Law: The Contract, including the Contract Documents, shall be governed by the laws of the State of California.
- K. Services Prior to Execution: Notwithstanding the fact that the Contract is executed as of the date first set forth in the Contract, the Parties recognize that a portion of the Work required under the Contract Documents may have been performed prior to such date, all of which Work shall be governed by the terms and conditions of the Contract Documents and shall be deemed to be a part of the Work.
- L. Survival of Rights: Any indemnity, warranty, guarantee given by the Contractor to the Authority under the Contract shall survive the expiration or termination of the Contract and shall be binding upon Contractor until any action under the Contract is barred by the applicable statute of limitations.
- M. Notice: All notices (whether or not designated as such herein) which are required under the Contract to be given between the parties pursuant to this Section 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).
- N. Maintenance of Harmonious Relations: 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 Authority 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. Authority 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.
- O. Union Agreements: Regardless of the expiration of any collective bargaining agreement during the term of the 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 Authority concerning any legal, practical or contractual actions to be taken by Authority in response thereto and shall perform any actions requested by Authority to eliminate, neutralize or mitigate the effects of such actions on the progress of the Work and the impact of such actions on the public access to Authority'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.

- P. Immigration Reform Control Act: 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 Authority's obligation to insure compliance with this law, however, Authority reserves the right to inspect and copy the Contractor's records in this regard upon request.
- Q. General: The captions of divisions, sections, articles, sections, subsections, clauses and the like in the Contract Documents 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, sections, subsections, clauses and the like. The parties agree that the Contract Documents shall not be construed more strictly against any party regardless of the identity of their drafter.
- R. Unless otherwise specified, article, sections and subsections references appearing in these General Conditions are to articles, sections and subsections herein.

#### **50.43 EMERGENCIES**

- A. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any Federal or State safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss or to remedy said violation, whichever is applicable, failing which Authority may immediately take whatever action it deems necessary including, but not limited to, suspending the Work.
- B. The project will have written and posted emergency procedures. The procedures are required to be review by the Contractor and all Subcontractors and their employees during the orientation process. Periodically, they will be reviewed in the weekly Subcontractor meetings and in Contractor's sit tool box meetings.
- C. The emergency procedures should include procedures for inclement weather (hurricanes, etc.) fire, chemical spill or releases, and severe accidents.
- D. The procedures should include designated persons assigned to emergency functions such as providing first-aid, calling authorities, directing emergency personnel, or assuring the project is evacuated.
- E. After-hour emergency numbers shall be made available.

#### **50.44 CLEANUP**

- A. 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.

- B. 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, Authority may take such action and offset any and all costs or expenses of whatever nature paid or incurred by Authority in undertaking such action against any sums then or thereafter due to the Contractor.
- C. The Contractor shall notify Authority 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.

#### **50.45 TRENCHES AND EXCAVATIONS**

- A. 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.
  - 2. Subsurface of latent physical conditions at the Site differing from those indicated.
  - 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 Contract Documents.
- B. 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 Contract Documents.
- C. 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.

#### **50.46 UNCOVERING AND CORRECTION OF WORK; AUTHORITY'S RIGHT TO CARRY OUT WORK**

- A. If any portion of the Work should be covered contrary to the instructions or request of Project Manager or the requirements of the Contract Documents, 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.
- B. 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 Contract Documents and without defect, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to Authority. If such Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall bear such costs.

- C. Project Manager shall have the authority to reject any portion of the Work which is defective or does not conform to the Contract Documents, and the Contractor shall promptly correct all Work so rejected by Project Manager. 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 corrective Work in accordance with said schedule. The Contractor shall bear all costs of correcting such rejected Work including, without limitation, compensation for any additional architectural and engineering services made necessary thereby.
- D. If, within one (1) year after the Completion of the Work (as determined by Authority) 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 Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written instructions to that effect from Authority unless Authority has previously given the Contractor a written acceptance of such condition.
- E. 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 Authority.
- F. If the Contractor does not remove such uncorrected defective or non-conforming Work within a reasonable time fixed by written instructions to that effect from Project Manager, Authority 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, Authority 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 Authority. 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.
- G. If the Contractor fails to correct any defective or non-conforming Work, Authority 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 Authority which the Contractor is obligated to correct pursuant to the Contract Documents, Authority 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.

- H. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of this Contract, and such default, neglect or non-performance shall continue for a period of 48 hours after written notification thereof from Authority (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 Authority) undertake in good faith the remedy of the same within said period and thereafter proceed diligently to completion), then Authority may, without prejudice to any other remedy Authority may have, make good such deficiencies; provided, however, that in the event of an emergency, as determined by Authority, no notification shall be required. Authority 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 Authority 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 Authority.
- I. If Authority 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 Authority), the Contractor shall, upon demand, pay the appropriate amount (or the difference after offset, as applicable) to Authority.

END OF DOCUMENT



DRAFT

**4H: GUARANTEE**

We hereby guarantee that the **RFP SK2489b – Design-Build Services for OCFA Mission Viejo Fire Station #24**, which we have constructed for the Orange County Fire Authority, has been performed in accordance with the requirements of the Contract Documents and that the work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such work that may prove to be defective in workmanship or material together with any other adjacent work which may be displaced in connection with such replacement within a period of one (1) year from the date of acceptance of the above-mentioned project by the Orange County Fire Authority, ordinary wear and tear and unusual abuse or neglect excepted. In the event of the undersigned's failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the Authority, but not later than one week after being notified in writing by the Authority, the undersigned authorizes the Authority to proceed to have said defects repaired and made good at the expense of the undersigned, which will pay the costs and charges therefore upon demand.

**LEGAL NAME OF CONTRACTOR:** \_\_\_\_\_**SIGNATURE OF CONTRACTOR:** \_\_\_\_\_**PRINTED NAME:** \_\_\_\_\_**TITLE:** \_\_\_\_\_**CONTRACTOR ADDRESS:** \_\_\_\_\_**CITY:** \_\_\_\_\_**STATE:** \_\_\_\_\_**ZIP CODE:** \_\_\_\_\_**IF CONTRACTOR IS A CORPORATION, AFFIX CORPORATE SEAL AND COMPLETE THE FOLLOWING:****NAME OF CORPORATION:** \_\_\_\_\_**DATE OF INCORPORATION:** \_\_\_\_\_**PRESIDENT:** \_\_\_\_\_**TREASURER:** \_\_\_\_\_**SECRETARY:** \_\_\_\_\_**MANAGER:** \_\_\_\_\_**SUBSCRIBED AND SWORN TO BEFORE ME****BY** \_\_\_\_\_**THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **20** \_\_\_\_\_**(Print Name)****(Signature of Notary Public)****(Signature)****(Attach Jurat)****TITLE** \_\_\_\_\_**(SEAL)****(SEAL)**

## SECTION 5: TECHNICAL SPECIFICATIONS

DRAFT

## **SECTION 5: TECHNICAL SPECIFICATIONS**

### **5A: MINIMUM SPECIFICATIONS FOR TEMPORARY FIRE STATION #24**

# GENERAL SPECIFICATIONS

FRAME: OUTRIGGER TYPE, 10" JR. I.B.E.M. CHUCKS MEMBERS 14" X 12" X 7' 9" O.C. ANGLE 1 1/2" X 1/2" X 7' 9" O.C. ALTERNATING 48" OUTRIGGERS 1 1/2" X 1/2" X 7' 9" O.C. 2 MEMBERS FOUR RECYCLED AXLES (98-2478 & 98-2481) TEN (10) WHEEL BRAKES USED (TIES 8 PLY 7.00 X 14.5" AND WHEELS DETACHABLE HITCH FOR 2 5/16" BALL

FLOOR: 2" X 8" JOIST H.F. #2 @ 16" ON CENTER JOISTS INSTALLED TRANSVERSE TO MAIN RAILS 3/4" TAG STUDD-FLOOR PLYWOOD R-11 UNFACED INSULATION INSULATED FLOOR FROM COVER 1/8" V.C. THROUGHOUT COLOR: # 51858 SANDRIT WHITE 4" TOPSET BASE. COLOR: # 502P DARK BROWN

EXTERIOR WALLS: 2" X 4" STUDS H.F. #2 @ 16" ON CENTER DOUBLE 2" X 4" H.F. #2 TOP PLATE SINGLE 2" X 4" H.F. #2 BOTTOM PLATE 5/8" TYPE X GYPSUM BRD FOR ONE (1) HOUR FIRE PROTECTION ON END WALLS AND REAR SIDE WALL R-11 UNFACED INSULATION 1/2" VINYL WRAPPED GYPSUM (HAMPTON GRAY) REST ROOMS INDICATED ON FLOOR PLAN

EXTERIOR SIDING: 7/16" INSUREAL SIDING WITH GROOVES @ 8" O.C. TOP AND BOTTOM TRIM: 8" VERTICAL CORNERS, DOORS AND WINDOWS: 4" PAINT: YISTA - FLAT BODY COLOR: AUBURN WHITE (50) TRIM COLOR: DARTMOUTH GRAY (42)

ROOF: 2" X 8" RAFTERS H.F. #2 @ 16" ON CENTER EXTRA 1/2" WOOD SUB-ROOF SUPPORT CABLE ROOF W/ 1" PER FOOT SLOPE RIDGE ROOF 1 1/2" X 10" WOOD-PAK 30 UNFACED INSULATION R-19 UNFACED INSULATION 1" W/ 5/8" TYPE X GYPSUM TO BOTTOM SIDE OF RAFTERS, FIRE TAPE ONLY

CEILING: "ARMSTRONG" SUSPENDED WHITE T-GRID, 495" A.F.F. PANEL: "ARMSTRONG" 755-B FISSED MINNABOARD

EXTERIOR WINDOWS: 3 EACH 48" X 39" HORIZONTAL SLIDERS W/SCREEN FRAMES: BRONZE FINISH SHUTTERS: NONE WINDOW COVERINGS: NONE 2 EACH 48" X 48" 45 MIN. RATED HORIZONTAL SLIDER 1/4" WIRE GLASS IN H.M. STEEL FRAME FRAMES: BRONZE FINISH WINDOW COVERINGS: NONE

EXTERIOR DOORS: 2 EACH 36" X 90" "ACTIVE" RLC-1 FRAME: BRONZE FINISH EXTERIOR COLOR: DOWRY GREY (44) INTERIOR COLOR: CAPE CODE GRAY HARDWARE: SCHLAGE B-169 DEADBOLT (KEYED ALIKE) SCHLAGE 18 PASSAGE LEVER CLOSER: DOOR CHAINS ONLY

INTERIOR DOOR: 6 EACH 38" X 80" LEGACY "MAINT" 6 EACH 36" X 80" TIMELY BROMSTONE FRAMES HARDWARE: 2 EACH SCHLAGE 18 DEADBOLT LEVER 1 SET 6" BYPASS WARDROBE DOOR W/ HARDWARE (2 DOOR) 1 SET 12" BYPASS WARDROBE DOOR W/ HARDWARE (4 DOOR)

# GENERAL NOTES

- B-2 OCCUPANCY AND TYPE V-N CONSTRUCTION
- PROVIDE SIGN ADJACENT TO ENTRANCE STATING, THIS DOOR TO REMAIN UNLOCKED DURING WHENEVER BUILDING IS OCCUPIED
- THIS STRUCTURE CAN NOT BE LOCATED LESS THAN 20 FEET FROM EXISTING BUILDING OR EXISTING DRIVEWAY AND COMPLY WITH EXCEPT FOR DESIGNATED WALLS WITH FIRE RATING.
- OCCUPANCY LOAD SHALL BE LESS THAN 29 MAXIMUM AND WILL HAVE MINIMUM 2 EXITS AS REQUIRED
- EXIT DOORS SHALL BE OPERABLE FROM THE INSIDE WITHOUT USE OF A KEY OR ANY SPECIAL KNOWLEDGE
- FLOOR OR LANDING ON EACH SIDE OF DOORS SHALL NOT BE MORE THAN 4 FEET BELOW DRIVEWAY AND COMPLY WITH SECTION #303 U.B.C. 1981 EDITION
- SYSTEM TO BE USED FOR ELECTRIC E-125 1 PHASE AND 1993 N.E.C.
- BUILDING IN ACCORDANCE WITH 1991 U.B.C., 1991 U.P.C., AND 1993 N.E.C.
- LIVE LOADS: FLOOR: 50 LB./SQUARE FOOT ROOF: 20 LB./SQUARE FOOT WIND: 70 MPH, EXP. C (17.4 PSF) SEISMIC ZONE: 4
- BUILDING IS FOR OFFICE USE (B-2 OCCUPANCY)
- MAXIMUM FLAME SPREAD OF INTERIOR WALL AND CEILING IS TO BE 200 MAXIMUM, CLASS III MATERIAL OR 1/4" MATERIAL
- SHEAR WALL APPLICATION - MINIMUM 5/8" T1-11 OR 1/2" PLYWOOD WITH 8d NAILS OR .131x3 1/4" SPACED @ 6" & 12"

LOCATION MINIMUM SHEAR PANEL LENGTH HOLD DOWN TYPE SW-1 REFER TO S-1 SW-2 REFER TO S-1 EW-A REFER TO S-1 EW-B REFER TO S-1

UNITS WILL BEAR AN INSIGNA FROM STATE OF CALIFORNIA AS IT PERTAINS TO COMMERCIAL COACHES

FP-251

CONTENTS	
SHEET	DWG
1	T-1 GENERAL NOTES
2	A-1 FLOOR PLAN
3	A-2 ELEVATIONS
4	E-1 ELECTRICAL NOTES
5	E-2 ELECTRICAL
6	M-1 MECHANICAL

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8" MARLITE + 96" A.F.F.
	1/2" VINYL WRAPPED GYPSUM
	1/8" MARLITE + 96" A.F.F.
	ARMSTRONG SUSPENDED WHITE
	T-GRID 755-B PANEL + 96" A.F.F.

FINISH SCHEDULE	
ROOM	FINISH
ALL ROOMS	1/8" V.C.T. W/ 4" TOP SET BASE
REST ROOMS	1/8

**NOTE:**

- = ONE (1) HOUR EXTERIOR WALLS W/ 1 LAYER 5/8" GYPSUM ON EXT. WALL
- = R-11 SOUND INSULATION (DECK TO DECK)
- 2 STRAPS (SEE SHEET S-1.0)
- 2 2"x4" IN WALLS
- 2 2"x8" IN FLOORS

**PLUMBING:**

- 2 EACH WALL HUNG LAVATORIES WITH FAUCETS WITH INSULATED PIPES
- 2 CRANE: 1-40V W/ VALLEY NL-BOS
- 2 EACH TANK TYPE H/C FLOOR MOUNT WATER CLOSETS
- 2 EACH SEAT COVER
- 2 EACH SEAT COVERS
- 2 EACH 36" X 38" HANDICAPPED FIBERGLASS SHOWER STALL W/ CURTAINS
- 1 EACH 40 GAL. ELECTRIC WATER HEATER
- ALL SUPPLY LINES TO BE TYPE "L" COPPER
- ALL WASTE LINES TO BE A.B.S.
- TRANSFORMER: 100 KVA VOLTAGE 60 PSI
- PRESSURE RANGE: 45-60 PSI
- 1 EACH 33"x22" DOUBLE STAINLESS STEEL SINK W/ FAUCET
- 1 EACH 1/3 HP GARBAGE DISPOSAL

**DOOR SCHEDULE**

SYM	SIZE	ROUGH OPENING	TYPE	MFG./PN
A	36"x80"		RUC-1	SCHLAGE B-160 DEAD BOLT SCHLAGE F-10 PASSAGE LEVER
B	36"x80"		H.C. LEGACY	SCHLAGE F-10 PASSAGE LEVER
C	36"x80"		H.C. LEGACY	SCHLAGE F-40 PRIVACY LEVER
D	72"x80"			BY-PASS WARDROBE

**WINDOW SCHEDULE**

SYM	SIZE	ROUGH OPENING	TYPE	MFG./PN
1	46"x39"		XO HORIZONTAL SLIDER GLASS: BRONZE SOL. STRENGTH	FRAME: BRONZE FINISH
2	48"x48"		XO HORIZONTAL SLIDER GLASS: BRONZE SOL. STRENGTH	45 MIN. FIXED 1/4" WIRE GLASS IN H.M. STEEL FRAME

## DOOR SCHEDULE

SYM	SIZE	ROUGH OPENING	TYPE	MFG./PN
A	36"x80"		RLC-1	SCHLAGE B-160 DEAD BOLT SCHLAGE F-10 PASSAGE LEVER
B	36"x80"		H.C. LEGACY	SCHLAGE F-10 PASSAGE LEVER
C	36"x80"		H.C. LEGACY	SCHLAGE F-40 PRIVACY LEVER
D	72"x80"		BY-PASS WARDROBE	



REVISIONS	BY	DATE	DESCRIPTION
2/26/98	PAW		
3/4/98	PAW		
4/3/98	PAW		

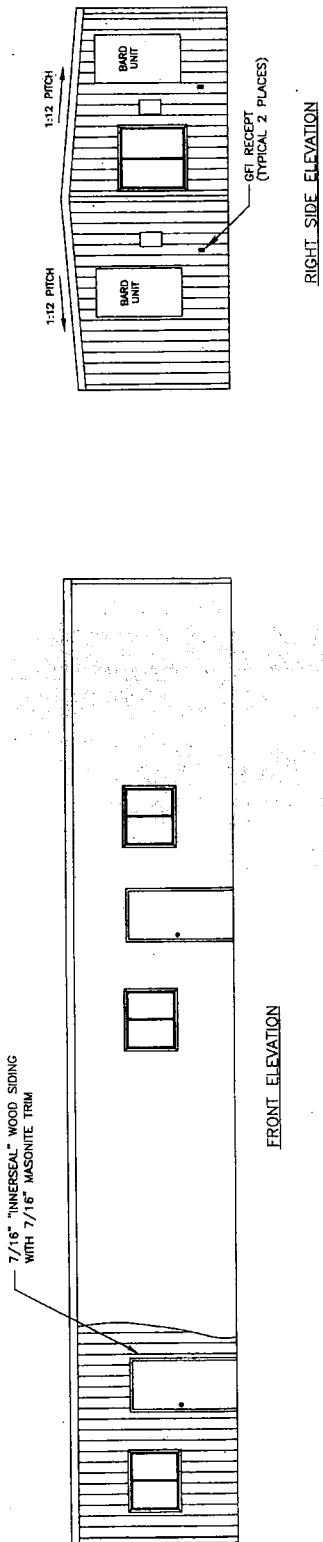
AMERICAN MODULAR STRUCTURES, INC. 21516 MAIN ST. GRAND TERRACE, CA. 92324 CONTRACTORS LICENSE NO. 568352 B 714/664-0241 FAX 714/664-1386 MANUFACTURERS OF MOBILE AND MODULAR STRUCTURES	Regency Engineering & Consulting Group 1716 Van Korman Avenue, Suite 108 Irvine, CA 92714 Telephone (714) 263-3799 Fax (714) 263-3795 George Youdeem, P.E.	BRANDALL MODULAR CORP. 19744 BEACH BLVD., NO.410 HUNTINGTON BEACH, CA 92648 714/374-2577 800/794-8308 FAX 714/374-2582 LIC. NO. 622321	ORANGE COUNTY FIRE AUTHORITY OFFICE TRAILER 24' X 60' 98-2478, 98-2479 98-2480, 98-2481
--	---	--	--

DRAWN BY: R.J.L.	CHECKED BY: BFB	DATE: 1/10/98	SCALE: 3/16"=1'	JOB NO.: 98005	SHEET
------------------	-----------------	---------------	-----------------	----------------	-------

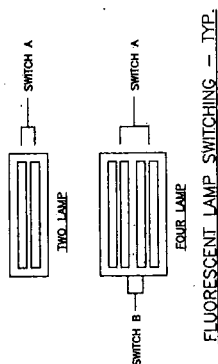
  

A-2	3 OF 6 SHEETS
-----	---------------

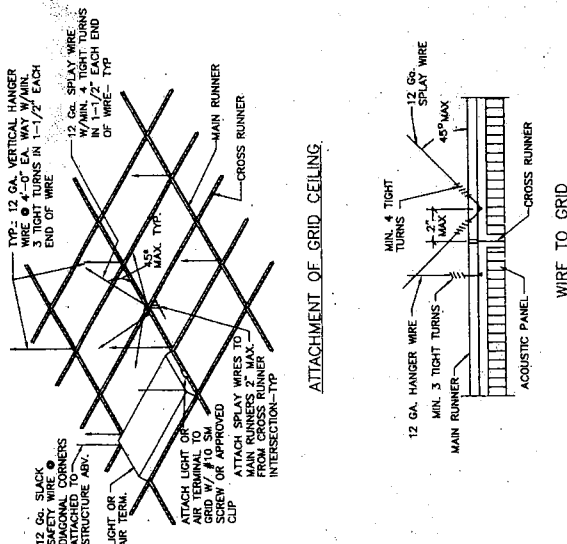


FP-251

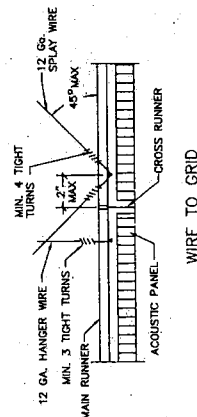
DATE:	1/19/98
CHECKED BY:	BFB
DRAWN BY:	PAW
JOB NO.:	98005
SCALE:	3/16"=1'
FIRE AUTHORITY:	
OFFICE TRAILER:	
24 X 60	
98-2478, 98-2479	
98-2480, 98-2481	
PIC. NO.	622321
BRANDALL MODULAR CORP.	
18744 BEACH BLVD., NO.10	
HUNTINGTON BEACH, CA 92648	
Agency Engineering & Consulting Group 17165 Van Ness Avenue, Suite 100 San Francisco, CA 94134 (415) 784-3038 (415) 784-3039 FAX (415) 784-3792 FAX	
George Yordanis, P.E.	
AMERICAN MODULAR STRUCTURES, INC.	
2516 MAIN ST. GRAND CENTRAL AVE. 92324 CONTRACTORS LICENSE NO. 56825 B FAX 714/684-1368 STRUCTURES OF MODERN AND MODULAR STRUCTURES	
PAW	9/9/98
PAW	4/3/98
PAW	3/4/98
REVISIONS	13



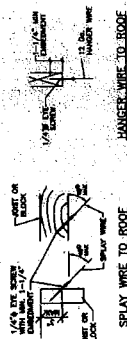
NOTE: ALL LAMPS BALLAST AND SWITCHES SHALL CONFIRM TO STATE TITLE 24 CONNECT EMERGENCY BALLAST UNSWITCHED



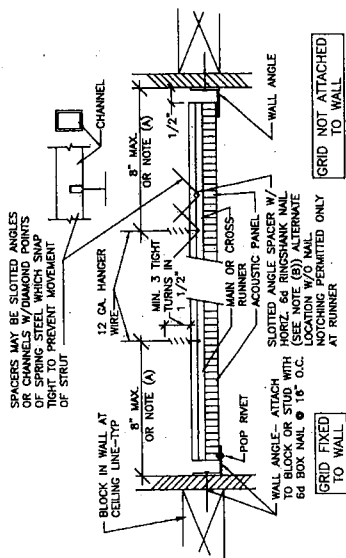
ATTACHMENT OF GRID CEILING.



## WIRE TO GRID



NOTES:  
(A) 1/4 OF THE LENGTH OF THE RUNNER, WHICHEVER IS LEAST.  
(B) NAILS AT ENDS OF HORIZONTAL STRUTS ARE TO BE PLACED WITH NAIL HEAD TOWARD C. OF SPAN OF STRUT.



GRID AT WALL-TYPICAL

PANEL BOARD SCHEDULE										PANEL	B
120/240		NO.	MAN BRK	1	PHASE	3	WIRE	96-2481	BUSS	150 AMP	
MOUNT		SURFACE	LOCATION	EXTOR	NO.	BREAHER	1 CT NO.	BREAHER	WRTS SIZE	WATTS	
DESCRIPTION		WIRE SIZE	WATTS	1 CT NO.	2 CT NO.	BREAHER	WRTS SIZE	WATTS	RECEIPTS	RECEIPTS	
HVAC		6000	8	80	1	2	20	12	1260	RECEIPTS	
HVAC		6000	8	80	3	4	20	12	1260	RECEIPTS	
LIGHT		622	12	15	5	6	30	10	2760	WATER HEATER	
LIGHT		782	12	15	7	8	30	10	2760	WATER HEATER	
				9		10	30	10	2760	RANGE	
				11		12	30	10	2760	RANGE	
				13		14	20	12	720	RECEIPTS	
				15		16					
				17		18					
				19		20					
LOAD KW		A	13162	LCL	=	584	TOTAL LOAD				
		B	14442					CNH	128.71 AMPS		
			22604					MAX	130.43 AMPS		
								DEMAND			

[illegible]

**ELECTRICAL PLAN**

3/4" E.M.T. STUBBED TO CEILING (THESE 2 ONLY)

120/240 VOLT SGL PHASE 125 AMP SUB PANEL

98-2478  
98-2480

120/240 VOLT SGL PHASE 150 AMP SUB PANEL

98-2479  
98-2481

"BARD" WH381-A05XX4 HEAT PUMP UNIT (TYPICAL 2 PLACES)

DORMITORY

REST ROOM

TELEPHONE BACKBOARD

WOOD

OFFICE

KITCHEN

JINNS

DAY ROOM

MANUAL PULL SWITCH +48"

GARBAGE DISPOSAL

**ELECTRICAL:**

1. EACH 125 AMP 120/240 VOLT SINGLE PHASE SUB PANELS
2. EACH 150 AMP 120/240 VOLT SINGLE PHASE SUB PANELS
- NO MAIN BREAKERS INSTALLED
- ALL DEVICES TO BE "WV"
- SINGLE POLE SWITCHES PER FLOOR PLAN
1. EACH 220 VOLT 30 AMP OVEN RANGE RECEPTACLE
2. EACH 220 VOLT 30 AMP DISHWASHER RECEPTACLE
3. EACH 120 VOLT SMOKE DETECTORS
8. EACH TELEPHONE OUTLETS
2. EACH ILLUMINATED EXIT/EMERGENCY SIGNS W/ BATTERY B/U
- COPPER WIRE RUNCX THROUGHOUT

**LIGHTS:**

- 17 EACH 2'x4' 4" TUBE LAY - IN FIXTURES
- 1 EACH 80 WATT EXTERIOR PORCH LIGHT (FALLSAFE # BD-102)
- WITH MOTION SENSOR AND PHOTO CELL
- SPECIAL WIRING BY CITY ELECTRIC CONTRACTORS BY BRANDALL MODULAR

**KITCHEN ELECTRICAL PLACEMENT (FOR REFERENCE ONLY)**

SINK WALL

RANGE WALL

GARBAGE DISPOSAL

NEEDS SPACE

70"

220V

**LEGEND**

PAN/LIGHT COMBINATION	
○	TELEPHONE WALL OUTLET + 18" A.F.F. U.N.O.
▼	2 GANG W/ 1/2" EMT STUBBED TO CEILING (U.N.O.)
▽	2 GANG W/ 1/2" EMT STUBBED TO CEILING (U.N.O.)
PS	MANUAL PULL SWITCH +48"
◇	CERAMIC OVERHEAD LIGHT
⊕	20 AMP 120 VOLT QUAD-PLEX OUTLET RECEPTACLES
⊕	SINGLE POLE SWITCH
⊕	20 AMP 220 VOLT DUPLEX OUTLET + 18" A.F.F. U.N.O.
⊕	20 AMP 120 VOLT DUPLEX OUTLET + 18" A.F.F. U.N.O.
⊕	EXTERIOR LIGHTS AT DOORS, SEE SHEET T-1
F.E.	FIRE EXTINGUISHER
⊕	2' X 4' 4" TUBE LAY-IN LIGHT FIXTURE UNLESS NOTED OTHERWISE.
⊕	1' X 4' 2" TUBE LAY-IN LIGHT FIXTURE UNLESS NOTED OTHERWISE.

**CONFIDENTIAL**

THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF THE U.S. GOVERNMENT AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE U.S. GOVERNMENT. OTHER UNAUTHORIZED USES ARE PROHIBITED.

**ENGINEER**

**FP-251**

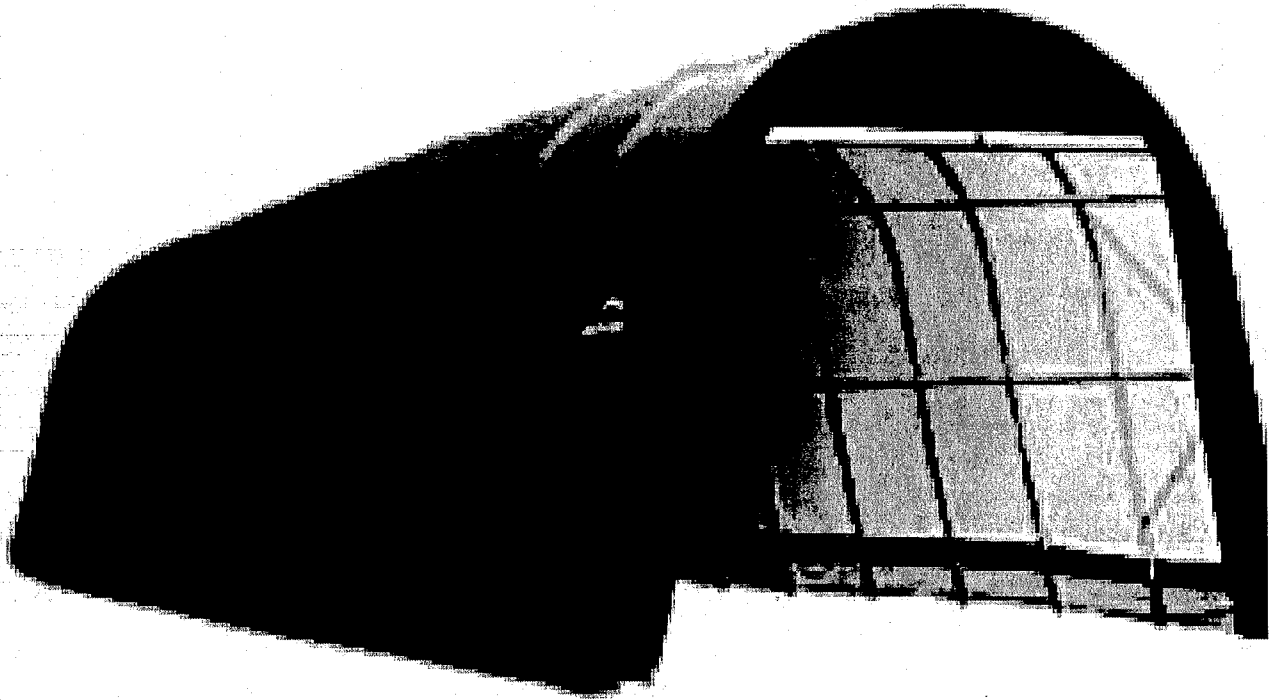
**STATE APPROVAL**







**Temporary Apparatus Bay Tent:**





**5B: PERFORMANCE SPECIFICATIONS FOR REPLACEMENT FIRE STATION #24****Standard, Preferred and Excluded Materials and Systems**

1. Four apparatus bays capable of storing the largest OCFA truck and tractor drawn aerial
2. Design must comply with all City, State and Regulatory agencies. Architectural design must be approved by City planning and development.
3. Reinforced concrete drive surfaces and apparatus bay floor capable of supporting apparatus up to 75,000 GVR with a service life of 50 years. 4,500 psi concrete OCFA standard.
4. Landscape
  - a. Irrigation with telemetry control
  - b. Xerescape front with drought tolerant planting control
  - c. Drip irrigation as much as possible
  - d. Rear planting as little as possible
5. Exterior Lighting
  - a. LED
  - b. Site Light pole equipped with 120v outlet for apparatus charging
6. Roofs
  - a. Modified bitumen, built up, 20 year warranty
  - b. Water supply for HVAC maintenance
7. HVAC System
  - a. Cloud based Energy Management System, ie. Penguin
  - b. Roof units with economizers
8. Apparatus Bay Doors
  - a. Front – High speed can door, Porvane or equivalent
  - b. Rear – Can
9. Security gates and fencing
  - a. Powder coated or anodized aluminum
  - b. Motorized rolling gate
  - c. Millers edge, traffic loops and photo eye safety features
  - d. High/Low gate control entry keypad
10. Windows
  - a. High performance, low e, sound attenuating
  - b. No double hung, no crank opening
  - c. Tinted to limit heat gain and light
11. Storage Shed and out buildings included in design
12. Protect ladder access to the roofs, both sides of the apparatus bay
13. Patio, if applicable, with cover/lattice
  - a. Constructed of Alumawood or similar
  - b. Half covered, half lattice

14. Barbeque
  - a. No built in
  - b. Location wired, natural gas line and lighted
15. Air compressor Ingersoll Rand
  - a. At least 140 PSI
  - b. Auto condensation bleed off
16. Turnout storage systems
  - a. Minnesota wire cages standard
  - b. 30 total
17. Vehicle exhaust recovery system – Plymovent is standard
18. Station alarm and alerting system through WestNet
19. Natural lighting in apparatus bay and kitchen if possible
20. Kitchen Ice maker – IceOmatic is standard
21. Apparatus bay work area with workbench
  - a. Cabinets, minimal maintenance, synthetic materials preferred
  - b. Galvanized top
  - c. Peg board back
22. Exterior trash enclosure
  - a. Metal, primed
  - b. Matching exterior color
  - c. Complementary to building architecture
23. House Hot Water (heater) System
  - a. Tankless
  - b. Kitchen instant hot
24. Potable Water filtration, kitchen only, main sink and coffee maker no RO
25. Window Covering
  - a. No vertical blinds
  - b. If mini blinds, 2" inch
  - c. Roller shades preferred
  - d. Flooring - Polished concrete no carpet
26. Cabinetry – Cabinets, minimal maintenance, synthetic materials preferred
27. Kitchen counter tops
  - a. Stainless steel with integral large double width sink (12" deep)
  - b. Counter with mariner's edge
  - c. Under-counter trash hole to accept a full sized plate
28. Paint/finishes
  - a. Interior wall – egg shell or semi-gloss, washable
  - b. Touch-up from corner to corner
29. Crew bathroom

- a. Shower with solid stone type material (no tile with grout joints)
- b. Walls of stone type/man-made material, no grout joints
- c. No white tile or white grout
- d. Frameless shower door with 3/8 glass minimum, no pattern, opaque

30. Photovoltaic/solar generation

- a. PV powered exterior lighting

31. Remotely monitored Fire Alarm/Fire Like Safety System

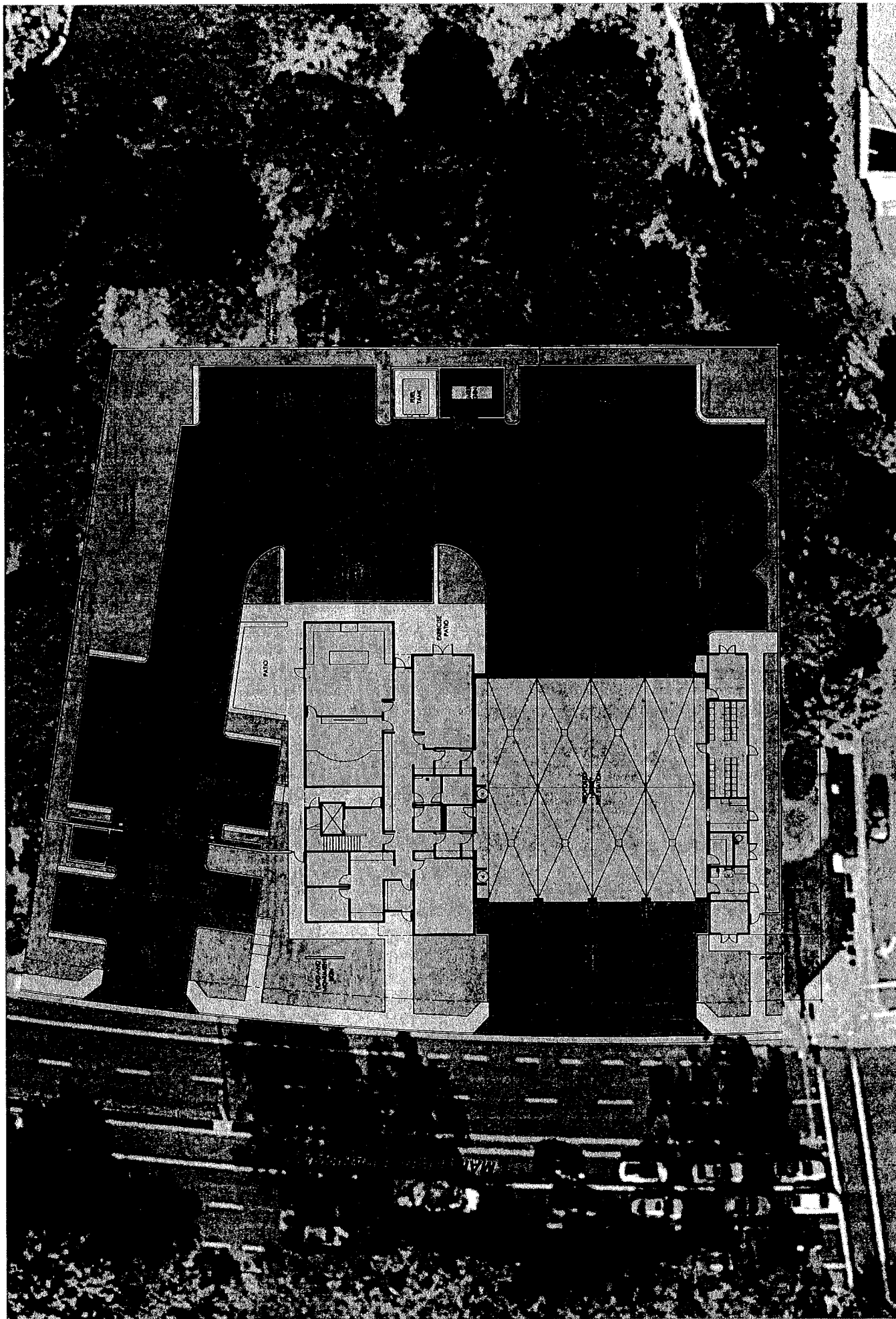
32. Information Technology and Communications

- a. Cable, data and phone through local provider

33. Ladder training braces mounted on rear of the apparatus bay, one high, one low

34. Emergency Power Generator sized to 125% station requirement

**5C: CONCEPTUAL DRAWINGS FOR REPLACEMENT FIRE STATION #24**



**PROPOSED SITE PLAN**  
TWO-STORY OPTION - 4 BAY 07/28/2020  
MISSION VIEJO FIRE STATION No. 24  
ORANGE COUNTY FIRE AUTHORITY

SITE AREA: 1.00 AC

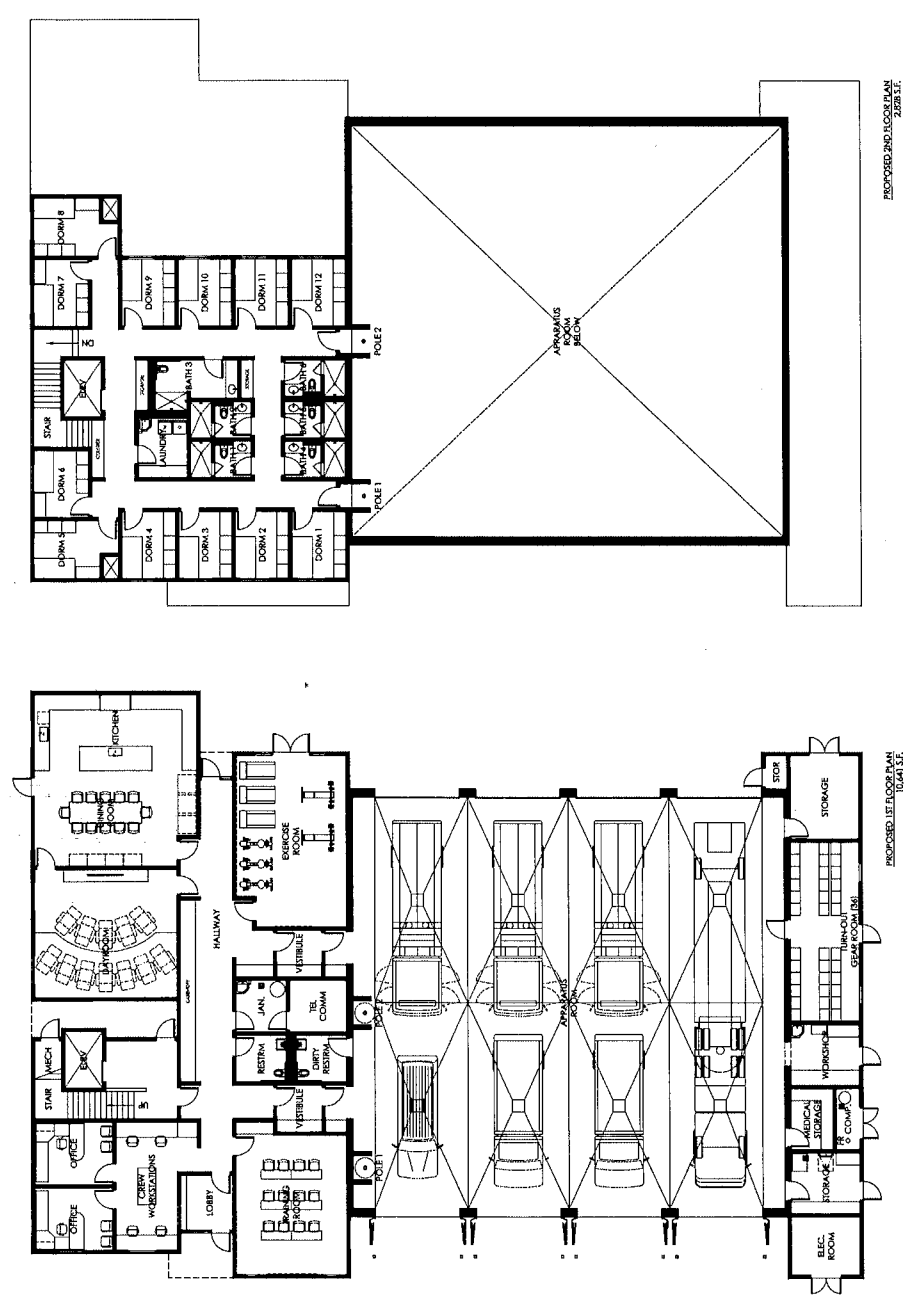


—

— 25 —

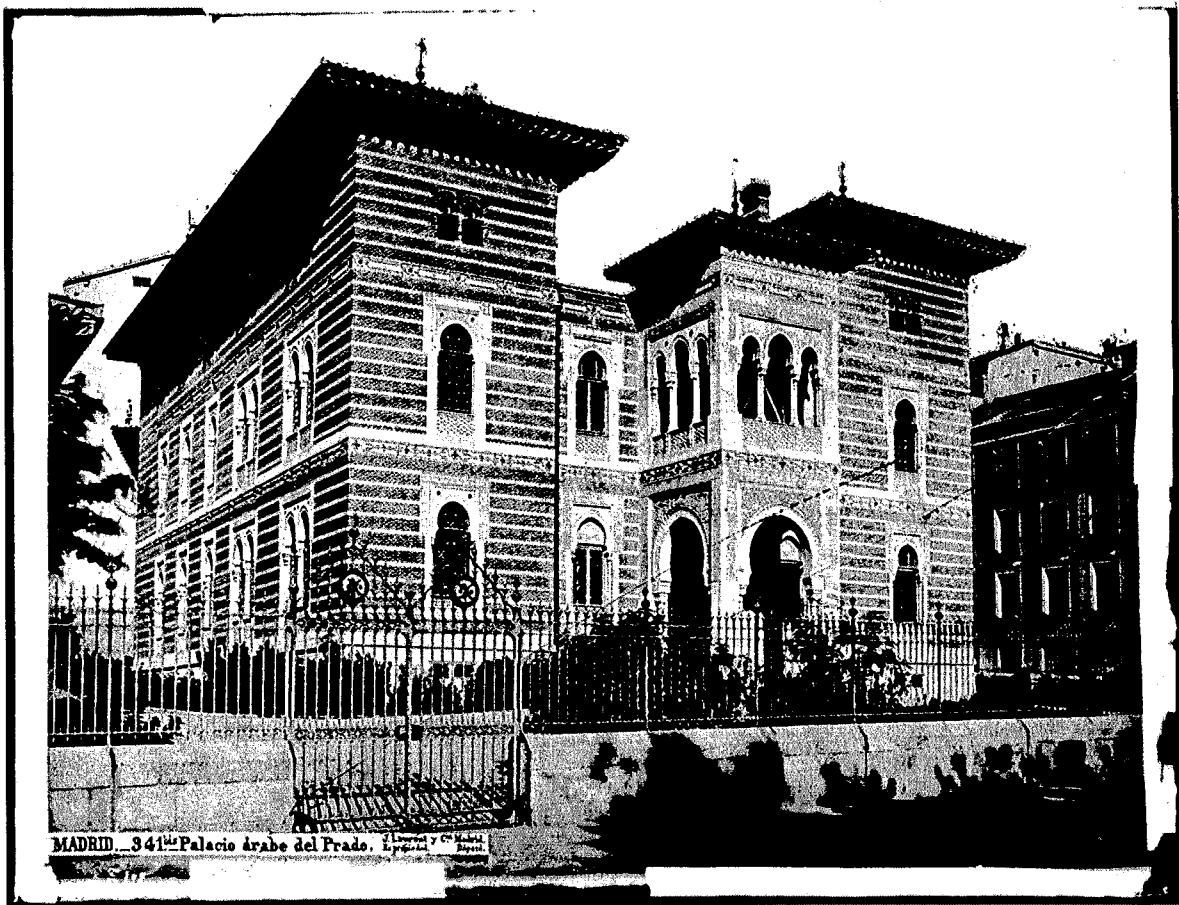
\*\*\*\*\*

www.bfs.it



**5D: EXAMPLES OF ANDALUSIAN DESIGN**





MADRID...341...Palacio Árabe del Prado. L. P. 1911. 1911.



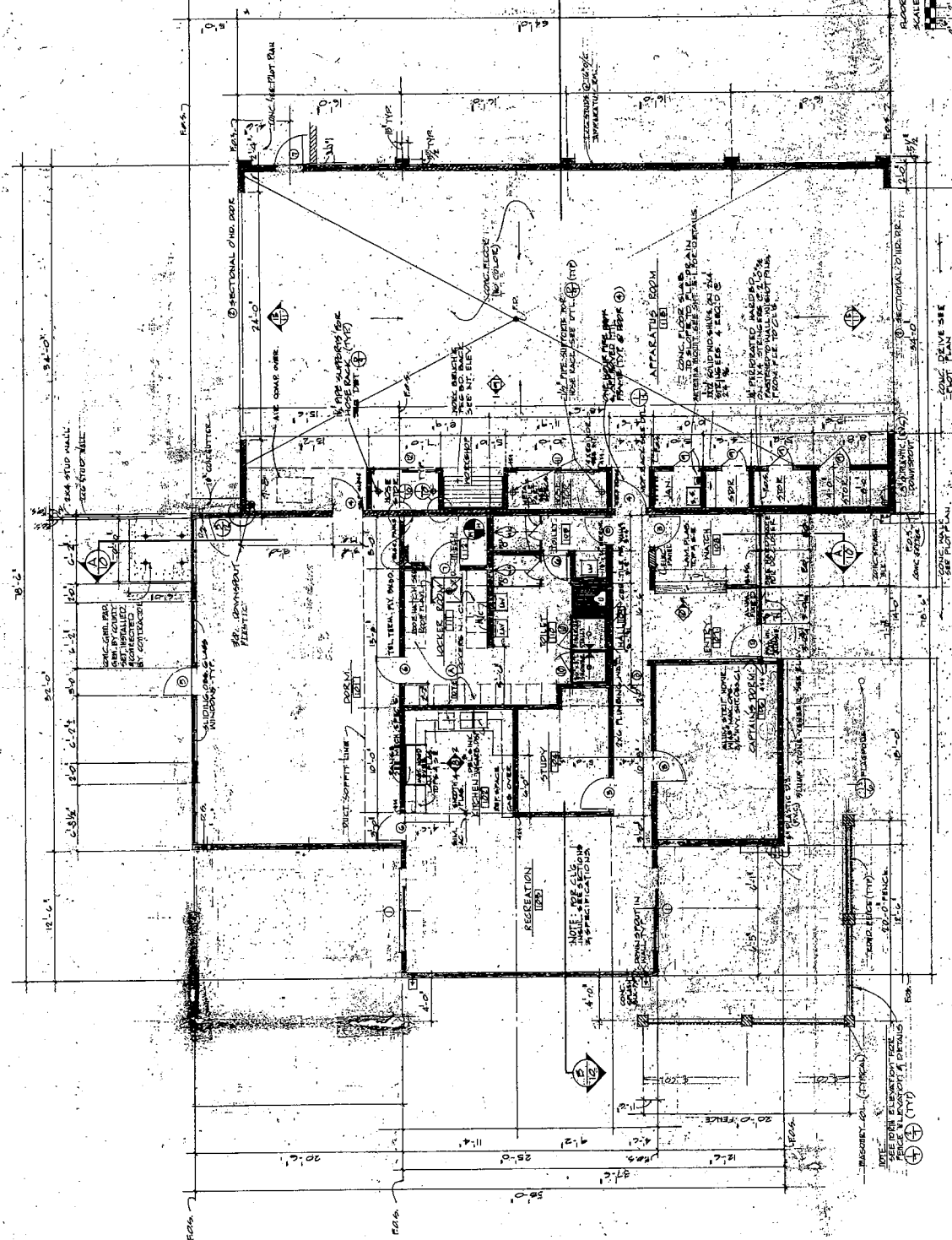






**5E: EXISTING FIRE STATION #24 AND SITE PLAN DRAWING**

REVISIONS		DATE	APPROVED
1	AS BUILT	10-10-60	
2			
3			
4			
5			



1	AS BUILT	10-10-60	
2			
3			
4			
5			

1	AS BUILT	10-10-60	
2			
3			
4			
5			

1	AS BUILT	10-10-60	
2			
3			
4			
5			

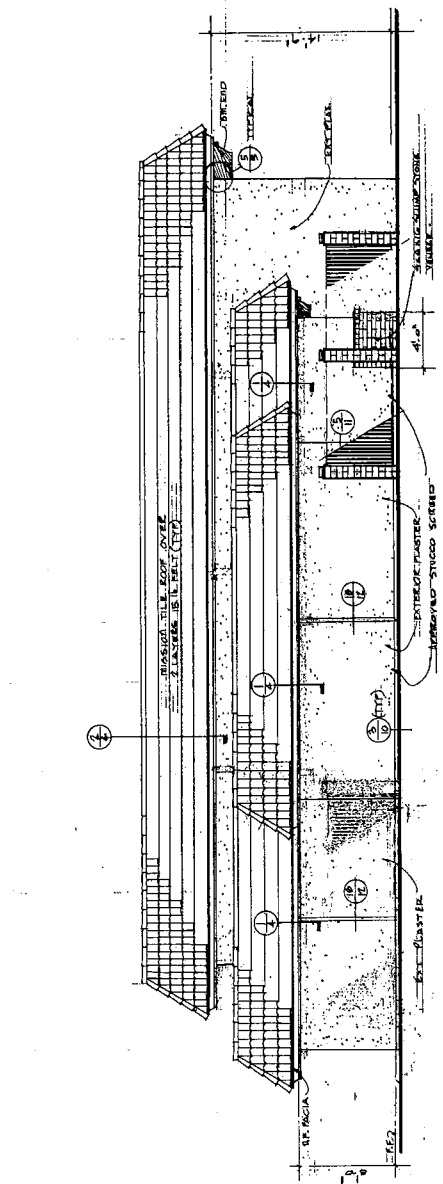
1	AS BUILT	10-10-60	
2			
3			
4			
5			

1	AS BUILT	10-10-60	
2			
3			
4			
5			

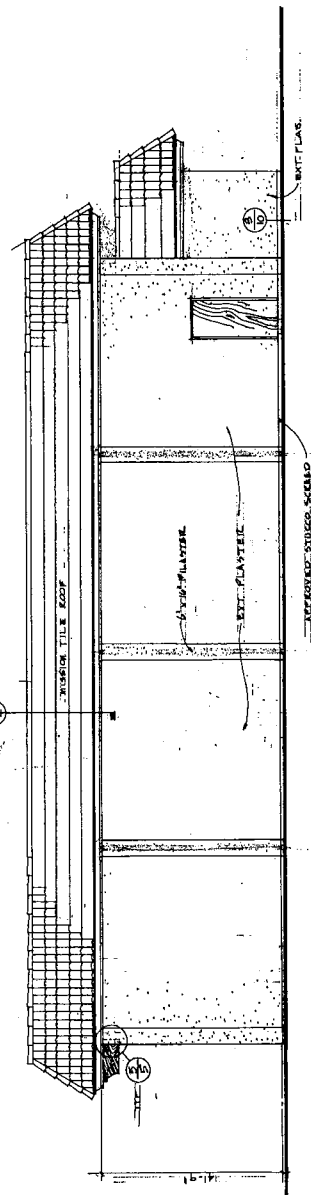




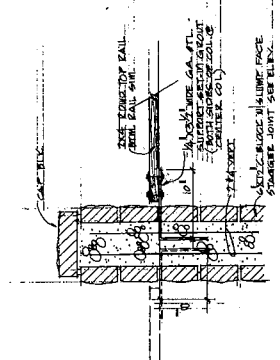
REVISIONS		
NO.	DESCRIPTION	DATE
1	AS BUILT - 00	01/01/00
2		
3		
4		
5		
6		
7		
8		
9		
10		



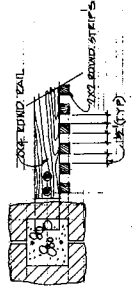
NORTH ELEVATION



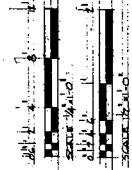
SOUTH ELEVATION



TYPICAL PATIO FENCE SECTION



TYPICAL PATIO FENCE SECTION



PROJECT NO.	00-0000
DATE	01/01/00
BY	00-0000
CHECKED BY	00-0000
APPROVED BY	00-0000
DATE	01/01/00
PROJECT NO.	00-0000
DATE	01/01/00
BY	00-0000
CHECKED BY	00-0000
APPROVED BY	00-0000
DATE	01/01/00
PROJECT NO.	00-0000
DATE	01/01/00
BY	00-0000
CHECKED BY	00-0000
APPROVED BY	00-0000
DATE	01/01/00

00-0000

# INDEX

SHEET NO.	DESCRIPTION
1	1. SITE PLAN
2	2. GRADING PLAN (EXISTING)
3	3. FLOOR PLAN
4	4. ROOF PLAN
5	5. SCHEDULE & DETAILS
6	6. EXTERIOR ELEVATIONS
7	7. EXTERIOR ELEVATIONS
8	8. INTERIOR ELEVATIONS
9	9. INTERIOR ELEVATIONS
10	10. SECTION & DETAILS
11	11. DETAILS
12	12. DETAILS
13	13. TYPICAL DETAILS
14	14. FOUNDATION PLAN
15	15. ROOF FRAMING PLAN
16	16. PLOT PLAN
17	17. PLUMBING FLOOR PLAN
18	18. MECHANICAL FLOOR PLAN
19	19. ELEC. FLOOR PLAN & DETAILS
20	20. ELEC. FLOOR PLAN
21	21. ELEC. POWER PLAN

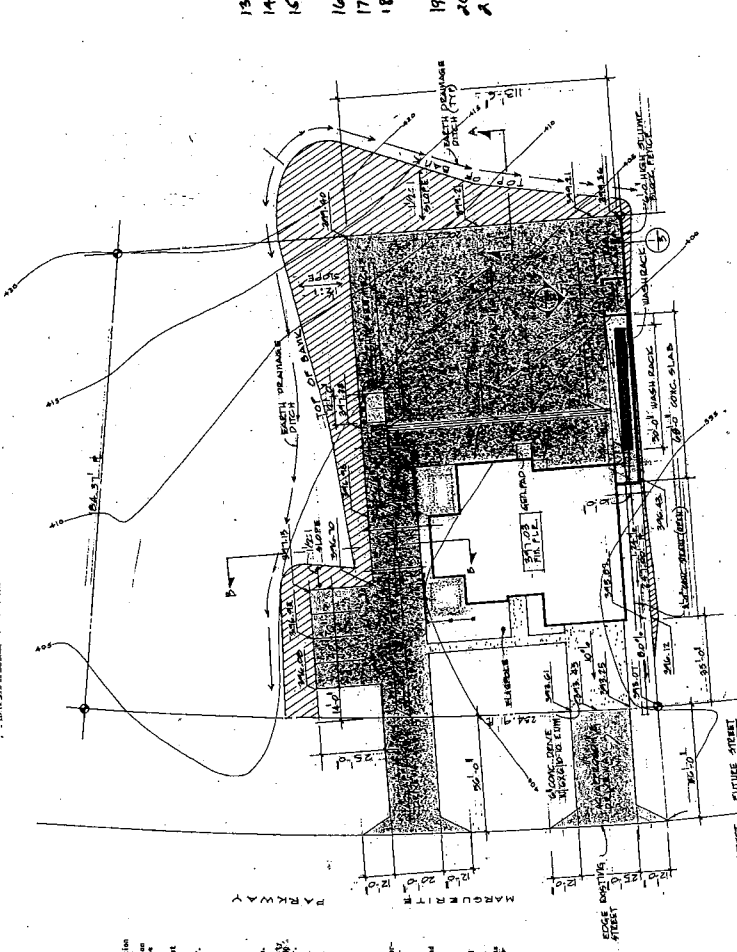
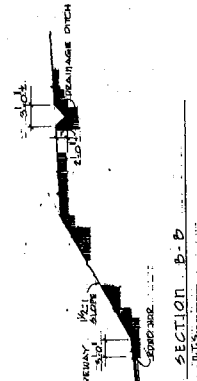
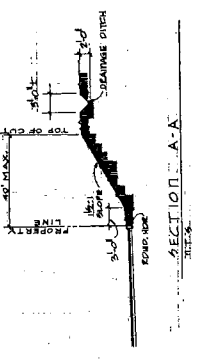
## MISSION VIEW firestation county of orange

AS BUILT 8-1-70



COUNTY OF ORANGE	
RECORDING OFFICE	DATE OF RECORDING
BOOK NO.	PAGE NO.
APPROVED BY: [Signature]	
DATE: 8-1-70	
PROJECT NO. 276100	

ENGINEER: [Signature]  
 PROJECT NO. 276100  
 DATE: 8-1-70



### plot plan

NOTE: THESE PLANS WERE PREPARED BY THE ARCHITECT FOR THE COUNTY OF ORANGE AND ARE NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

ENGINEER: [Signature]  
 PROJECT NO. 276100  
 DATE: 8-1-70

1. The building shall be constructed in accordance with the California Building Code, 1970 Edition, and all applicable amendments.
2. The building shall be constructed on a minimum 10% slope.
3. The building shall be constructed on a minimum 10% slope.
4. The building shall be constructed on a minimum 10% slope.
5. The building shall be constructed on a minimum 10% slope.
6. The building shall be constructed on a minimum 10% slope.
7. The building shall be constructed on a minimum 10% slope.
8. The building shall be constructed on a minimum 10% slope.
9. The building shall be constructed on a minimum 10% slope.
10. The building shall be constructed on a minimum 10% slope.
11. The building shall be constructed on a minimum 10% slope.
12. The building shall be constructed on a minimum 10% slope.
13. The building shall be constructed on a minimum 10% slope.
14. The building shall be constructed on a minimum 10% slope.
15. The building shall be constructed on a minimum 10% slope.
16. The building shall be constructed on a minimum 10% slope.
17. The building shall be constructed on a minimum 10% slope.
18. The building shall be constructed on a minimum 10% slope.
19. The building shall be constructed on a minimum 10% slope.
20. The building shall be constructed on a minimum 10% slope.
21. The building shall be constructed on a minimum 10% slope.

AS BUILT 8-1-70

[illegible]



**5F: FF&E FOR REPLACEMENT FIRE STATION #24**

ITEM/DESCRIPTION MODEL #	QTY	BRAND
<b>OCFA OFFICE ITEMS (OCFA Purchase and Installation)</b>		
Calculator / XRX-230	2	Xerox
P-Touch Labeler	1	Brother
HD Shredder / XCT12	1	Ativa
28 QT Waste Basket	12	Any Brand
Wall Clock (10")	8	Staples
Desk Lamp	5	Staples
Staplers (#747)	3	Staples
Pencil Sharpner (electric)	2	Panasonic
28 Hook Style Key Box	1	Staples
36"x 48" Dry Erase Board	1	Staples
36" x 48" Cork Board	1	Staples
<b>OCFA MAINTENANCE ITEMS (OCFA Purchase and Installation)</b>		
HD Dustpan (hand) / 2006-28	2	Rubbermaid
HD Dustpan (long handle) / 2531-20	1	Rubbermaid
Pro Broom (regular) / 745	4	
Floor Squeegee 36"	1	Ettore
Squeegee Handle 60"	1	Quickie
Window Squeegee - Size 16	2	Ettore
Bucket	2	Leaktite
Brush (Toilet)	3	HDX
Wet Mop	2	Quickie
Wringer	2	Rubbermaid
Brush, Handscrub	1	Carlisle, Case of 12
<b>OCFA TOOLS (OCFA Purchase and Installation)</b>		
Steel Leaf Rake / 1A	2	Flexrake
Bypass Pruner / BP 6190	1	Corona
1 5/8" Bypass Lopper	1	Fiskars
Garden Hoe / 335-086	1	Homegardner
Shovel (round point)	1	Homegardner
Shovel (square point)	1	Homegardner
Pro Garden Sprayer-2 Gal.	1	Round-Up
Garden Hose Nozzle Industrial	2	Goodyear
Garden Hose-50'-5/8" Durable	3	WaterWorks
Gas Power Blower / PB-201	1	Echo
Portable Garden Hose Reel	1	Homegardner



ITEM/DESCRIPTION MODEL #	QTY	BRAND
Extension Cord -50'	2	Comm. Elect
File Set/Handles / 163-893	3	Workforce
12" Mill File / 21842	2	Nicholson
File Handle / 21474	1	Nicholson
Bench Brush / #408	2	Quickie
HD 3/8" Drill Motor (Milwaukee)	1	DeWalt
Drill Bit Set - 81 Piece	1	Ryobi
Locking Plyer Set(3 piece) / 253157	1	Husky
Saw - 20" / 20-029	1	Stanley
Plier Set (4 piece set)	1	ChannelLock
Measuring Tape (30 ft.) / 30-455	1	Stanley
8" Bench Grinder (BGH825)	1	Ryobi
6" Wire Grinder Wheel(course)16801	1	Ver. Amer.
6" Wire Grinder Wheel (fine) 16802	1	Ver. Amer.
Fat Max Hammer (20 Oz.) / 51-944	1	Stanley
Rubber Mallet (16 oz.) /676-989	1	Workforce
Ball Pean Hammer-16 oz.	1	Husky
Hack Saw / 20-265	2	Stanley
12" Hack Saw Blades (24 tooth)	1	Buck Bros.
12" Hack Saw Blades (32 tooth)	1	Buck Bros.
Tire Inflator/Guage	1	Husky
Air Chuck/Nozzle Set / IM 1/4"	1	Husky
6" Heavy Duty Bench Vise / 11106	1	Wilton
Mechanic Tool Set (254 pc) / 33354	1	Craftsman
Mechanic Creeper / 51147	1	Craftsman
Screwdriver Set (20 pc) / 41516	1	Craftsman
3/8" x 50' Air Hose	1	Amflo
Hedge Trimmer	1	Forge
17" String Trimmer (185275)	1	Troy Built
6 gal Safety Can	1	Eagle
6' Fiberglass step ladder (type1AA)	1	Any Brand
3 step - stepladder	1	Any Brand
Vacuum	1	Oreck
Janitorial Cart	1	Waxie
Adjustable Wrench set - 3 piece	1	Husky
<b>OCFA KITCHEN ITEMS (OCFA Purchase and Installation)</b>		
Electric Can Opener / SCO-60	1	Cuisinart
4 Slice Toaster / CPT-180	1	Cuisinart

ITEM/DESCRIPTION MODEL #	QTY	BRAND
Blender-Processor / BFP-703CH	1	Cuisinart
Forged Cutlery 20 piece	1	Cuisinart
Cast iron skillets set (4", 6", 8")	1	Tools of the Trade
Dinnerware(4 piece)White / B7910	3	Espana
Flatware, 89 piece / K8668900	1	Cuisinart
SS Cookware, 16 piece set	1	Tools of the Trade
SS Lasagna pan / 1106682	1	Tools of the Trade
SS Colandar	1	Update
BBQ Tools 5 PC	1	Mr. BBQ
Grater / 3199	1	Alegacy
Cutting Board (14x20)	1	Foley Martens
Lasagna Turner	1	Amer. Metal Craft
Ladle, Medium	1	Update
Turner	1	Update
SS Tong (16")	1	Alegacy
Tumbler (20 oz.) Set of 5	2	Cambro
Thermometer, Oven / 323	1	Cooper
Sugar Pourer (set of 2) 12 oz.	1	Chef's Review
Masher / 1718	1	Alegacy
BBQ Mit	2	Chef's Review
Laguna Pitcher (set of 2) 60 oz.	1	Cambro
Spatula (9")	1	Traex

ITEM/DESCRIPTION MODEL #	QTY	BRAND
Measuring Cup (1 qt.) / 59502	1	Cambro
Cheese Shaker (set of 2)	1	Chef's Review
Salt/Pepper Shaker (set of 6)	1	Chef's Review
Spoon, Wooden 12"	1	Any Brand
Measuring Set (dry measure)	1	Tablecraft
Veg. Peeler	1	Echo
Bottle/Can Opener	1	Franmara
Wire Whip 16"	1	Update
Ice Cream Scoop	1	Tablecraft
13" Spoon Slotted	1	Alegacy
13" Spoon Solid	1	Alegacy
13" Spoon Round Hole	1	Alegacy
Baking Pan, Full	1	Chef's Review
Baking Pan, Half	1	Chef's Review
44QT Trash Can	2	Rubbermaid
3 cup sifter	1	Chefmate
Knife Sharpener (hand)	1	Chef's Choice
13" x 20" Roaster	1	Chefmate
Soup Bowls (white)	8	Any Brand
8 piece plastic storage bowl set	1	Any Brand
Can opener (hand)	1	Swingaway
Slicer	1	Chefmate
12 cup muffin pan	1	Kitchen Essentials
9x 13 cake pan	1	Kitchen Essentials
3qt. S/S Bowl	2	Kitchen Essentials
5qt S/S Bowl	1	Kitchen Essentials
8qt S/S Bowl	1	Kitchen Essentials
9" round cake pan	1	Kitchen Essentials
Lrg Loaf Pan	1	Kitchen Essentials
8" SQ Bake Pan	1	Kitchen Essentials
Lrg Bake Pan	1	Kitchen Essentials
Cutlery tray	1	Any Brand
Utensil tray	1	Any Brand
Breaker Bar	1	Husky
Grease Gun	1	Lucas
Can (Oily Waste Rags)	1	Just Rite
<b>OCFA TV AND ACCESSORIES (OCFA Purchase and Installation)</b>		
40" Television (CT27SL15)	1	Samsung

ITEM/DESCRIPTION MODEL #	QTY	BRAND
DVD/VCR Player (SDV393)	2	Toshiba
<b><u>OCFA CREWS QUARTERS</u> (OCFA Purchase and Installation)</b>		
Bedspreads Color - To Be Selected By OCFA	10	Any Brand
Matress Pads - White	10	Any Brand
Pillow Cases - White	10	Any Brand
Pillows - White	10	Any Brand
Bedframes	10	Royal Mattress & Service Center
Matresses	10	Royal Mattress & Service Center
<b><u>G.C. TV AND ACCESSORIES</u> (General Contractor Purchase and Installation)</b>		
42" Television (20AF45) (gym)	1	Samsung
TV Mount (Black)	1	Any Brand
DVD/VCR Mount	1	Any Brand
<b><u>G.C. PATIO</u> (General Contractor Purchase and Installation)</b>		
Patio Table -Concrete ADA	1	Quikcrete
Patio Table - Concrete 42" Square	2	Quikcrete
Umbrella	3	Lowes
Recycle Receptacle	1	Quikcrete
Trash Receptacle	1	Quikcrete

DESCRIPTION	QTY	MODEL INFORMATION
<b>G.C. APPLIANCES (General Contractor Purchase and Installation)</b>		
Refrigerator, 21 c.f.	3	LG
Washer	1	Speedqueen
Dryer, Gas	1	Speedqueen
Countertop Microwave Oven-1.8 cf	1	GE Profile-Model JE1860SB
Range	1	Imperial w/ Electronic Ignitor
Hood	1	Imperial (Match Range)
Dishwasher	2	TBD
	1	
Garbage Disposal	1	TBD
Freight		

DESCRIPTION	QTY	MODEL INFORMATION	VENDOR
<b>GPS</b>			
GPS L1 Repeater Assembly Amplifier, Passive Antenna and Mount	1	A11-M-P110/5-NF-NM	GPS Source
GPS L1 Active Antenna 36dB Gain and Mount	1	L1A-PM-NF	GPS Source
100 ft cable with N (male) connectors	1	C240-100-N	GPS Source
WEATHERHEAD MOUNT KIT	1		
<b>Cable TV</b>			
Rack Mounted Splitter, 24 Way	2	DFCS-24	Blonder Tongue
Splitter, 2 Way	1	SXRS-2	Blonder Tongue
<b>SERVER RACK 2-POST RACK SYSTEM (MDF)</b>			
<b>CHATSWORTH TWO RACK APPLICATION</b>			
STANDARD 19IN RACK BLK	3	GB Part #: 94058665	Graybar
SUPPORT ARMS FIXED 1 PAIR 1 RMU BLACK	1	GB Part #: 22069922	Graybar
BASE DUST COVER 19IN BLACK	3	GB Part #: 96079990	Graybar
ANCHOR KIT 4EA CONCRETE	3	GB Part #: 25027577	Graybar
TOUCH UP BLACK SPRAY PAINT	1	GB Part #: 95018196	Graybar
<b>CABLE MANAGEMENT</b>			
EVOLUTION VERT CABLE MANAGER DOUBLE SIDED	4	GB Part #: 25181482	Graybar
SIDE PANEL ECM 7FT EACH	2	GB Part #: 25213128	Graybar
ECM HORIZ SGL 19 INWX1U BK	9	GB Part #: 25189263	Graybar
EVOLUTION 2RMU HORIZ CBL MGR SGL SIDED	9	GB Part #: 25181485	Graybar
<b>PATHWAYS</b>			
12IN ADJUSTABLE LADDER RACK	3	GB Part #: 25813135	Graybar
18N ADJUSTABLE LADDER RACK	3	GB Part #: 25815697	Graybar
ADJUSTABLE CABLE RUNWAY GROUNDING STRAP	1	GB Part #: 25845263	Graybar
TOOL-LESS PATHWAY DIVIDERS 6IN (10PK)	1	GB Part #: 25820241	Graybar
12 INCH RADIUS DROP	3	GB Part #: 25816957	Graybar
18 INCH RADIUS DROP	3	GB Part #: 25816958	Graybar
RADIUS DROP STRINGER SMALL BLACK	3	GB Part #: 25843206	Graybar
BUTT SPLICE 1.5 STRG BKZ	1	GB Part #: 22025498	Graybar
JUNCTION SPLICE 1 1/2 STG	1	GB Part #: 22026123	Graybar
RACK MOUNTING PLT 9-12 BLK	3	GB Part #: 94058657	Graybar
ADJ RK MTG PLTE 15-18 BLK	3	GB Part #: 96092090	Graybar

DESCRIPTION	QTY	MODEL INFORMATION	VENDOR
RACK ELEVATION BLACK	3	GB Part #: 99836888	Graybar
BRACKET FORM TRI 12 IN BLK	1	GB Part #: 96051782	Graybar
18 IN TRIANG SUP BRKT BLK	1	GB Part #: 96079983	Graybar
WALL ANGL SPPRT 12IN BLK	1	GB Part #: 94058660	Graybar
WALL ANGL SUPT KIT 18IN	1	GB Part #: 96079974	Graybar
BLACK RUNAWAY FOOT KIT	1	GB Part #: 94058658	Graybar
THREADED ROD CEILING KIT	1	GB Part #: 88083737	Graybar
THREADED ROD CEILING KIT	1	GB Part #: 88083738	Graybar
RUNAWAY WALL BRACKET PAIR BLACK	1	GB Part #: 25319152	Graybar
CBL RWAY T BAR BLK 12 IN	1	GB Part #: 97272553	Graybar
18IN SUP T BAR CBL BLK	1	GB Part #: 99702268	Graybar
CABLE RACK END CAPS PAIR	1	GB Part #: 89026695	Graybar
<b>GROUNDING AND BONDING</b>			
STANDARD BUSBAR 1/4INX4INWX12	1	GB Part #: 22071237	Graybar
VERTICAL RACK GROUND BAR KIT	3	GB Part #: 25213236	Graybar
RACK GROUND JUMPER KIT	3	GB Part #: 25639081	Graybar
6MTW GRN W/YELL TRACE 100FT	1	GB Part #: 25213238	Graybar
<b>PDU FOR RACKS (2 PER RACK)</b>			
TRIPPLITE PDUMH20-ISO	6	GB Part #: 25725736	Graybar
<b>WESTNET PA &amp; ALERTING (Westnet to Purchase and Install) Refer to dwgs. for quantities and location of the following devices:</b>			
First-In MCU Auxiliary Module Lite	1	FIN-AUX-L01	
First-In MCU Remote Monitor Switch	1	MCU-SW-MON	
MCU Rack Mount Kit	1	FRMKIT5X19	
Control Remote (each controls up to 8 functions)	1	SCR26-24VC5	
Doorbell Button	1	SDBS1	
Dorm Remote - Flush Mount Kit also Required	12	SDRM38V-FM	
Dorm Remote - Flush Mount Hoffman Kit	12	SDRMKIT-HOF	
High Power Paging Audio Module (includes one speaker)	4	SHPA150	
High Power Paging Audio Module (includes one speaker)	1	SHPA150-D	
Powre Module w/ Hub & Spoke Controller, UPS & Dual Power Supplies	3	SPC28-HS-1K2PS	



DESCRIPTION	QTY	MODEL INFORMATION	VENDOR
Volume Controller	13	SPK-VC	
Satellight (driven off Satellight Controller)	10	SSAT	
Satellight Mounting Kit - TBD	27	SSATKIT-TBD	
Satellight Controller	19	SSAT-M	
Emergency Button	2	SSETS	
Outside Speaker Audio Module (includes one speaker)	3	SS_OSA	
Appliance and Systems Interface Unit	1	SS-SAIU-10	
Telephone Interface Module	1	SS-TIM-01	
Radio Monitor Switch	1	SSMSW	
System Test Button	1	SSTSW	
Turnout Timer (Medium)	4	SS-TTMR-M	
Company Indicator (App Bay) Large 35"	1	SS-CI35C-LG	
Lift Service Fee	1	SVC-LIFT-FEE	
<b>OCFA SYSTEMS - (OCFA Purchase and Installation)</b>			
<b>RADIO COMMUNICATIONS EQUIPMENT</b>			
<b>NETWORK EQUIPMENT</b>			
Allentel Cat 6 48 port patch panel (4 in IDF - 3 in MDF)	6	AT66-PNL-48	AllenTel
Meraki MR44 (Wireless AP's)	7	MR46	Meraki Cisco
Meraki AP license for each device (5 years)	8		Meraki Cisco
Meraki MR46E-HW W/Antennas (App Bay)	1	MR46E-HW	Meraki Cisco
ALLENTEL CAT 6 PATCH CABLES BLUE AND WHITE	100		
<b>Audio Video For Training Room</b>			
Audio Video Needs Estimate		We used Extron for FS20 and 60	Extron
<b>TELEPHONE SYSTEM</b>			
Cisco Phone System	1	Cisco Phone System 24 Phones	Cisco
Cisco Phone Install Services	1		
911 Phone Emergency Call Box (RED)	1	Allentel	GB 90VS-02-H

DESCRIPTION	QTY	MODEL INFORMATION	VENDOR
<b>OCFA GYM EQUIPMENT - "WE FIT" PROGRAM (OCFA purchase and Installation)</b>			
<b><u>2 Unit Station</u></b>			
2 Stairmaster 510+ treadmill			
1 Stairmaster 3800RC recumbent bike			
1 Stairmaster 4400 CL Climber			
Dumbbells (25#-70#) with rack			
Paramount flat/incline bench			
Paramount 3-way Olympic bench press			
300# weight set (plates, tree, bar, collars)			
Core Apparatus			
4 AFP mats (23"x56")			
1 TKO 65cm physioball			
2 TKO heavy duty exercise bands			
Algra wall posters			
Weight training flexibility			
Target heart rate			
Male anatomy guide			
Freight/installation			
<b>G.C. APPARATUS EQUIPMENT (General Contractor Purchase and Installation)</b>			
HEAVY DUTY HOSE/SCBA SYSTEM	1	Geargrid Mobil Hose/SCBA	Minnesota Wire Co.

DESCRIPTION	MODEL INFORMATION	VENDOR	QTY
<b>OCFA CAPTAIN'S OFFICE (OCFA Purchase and Installation)</b>	<b>1 Person Captain's Office</b>	<b>Interservice or Alternate Approved by Owner</b>	
	T624CB Cantilever Bracket 24D &		4
	30D		
	ESS OH STG CAB 36w/flat pntd dr/		4
	non-assist/no pull		
	860836 ESS Half Height Open		2
	Bookshelves 36W x 13-1/4D x 8H		
	EL836NI Essentials Lateral 2 High		2
	28H 36W I Pull		
	PF197-233I Essentials Support Ped		2
	BBF 28H 22-7/8D I Pull		
	CEP2429F Freestanding End-Panel		2
	Support 24D x 29 1/2 H		
	CSL2429F Freestanding Support		2
	Legs 24D x 29 1/2 H		
	Pair of End Panel Gussets		2
	801550 Permanent-Wall Hanger Kit		6
	(One pair, 65H each)		
	830299 Support Column for		2
	Penninsula wksf 29-1/2H 3' Dia.		
	833624A T-Mold Edge Corner		2
	Worksurface 36W x 24D		
	833672A T-Mold Edge Peninsula		2
	Worksurface 36W x 72L		
	832436A T-Mold Edge Worksurface		2
	24D 36W		
	832472A T-Mold Edge Worksurface		2
	24D 72W		
	861836 Tackboard 36W 18H		6
	870924 Tasklight for 24W		4
	T-KLOP Tolleson Side Chair		4
	Keystone Arms		
	TR-HOK Trooper Task Chair		2
	High-Back w/Fixed Arms		

DESCRIPTION	MODEL INFORMATION	VENDOR	QTY
OCFA ENGINEER'S OFFICE (OCFA Purchase and Installation)	3 Person Engineer's Office	Interservice or Alternate Approved by Owner	
	T624CB Cantilever Bracket 24D & 30D		3
	CE30FNN ESS OH STG CAB 30W/ Flat PNTD DR/Non-Assit		1
	CE36FNN ESS OH STG CAB 36W/ Flat PNTD DR/Non-Assit		1
	CE42Fnn ESS OH STG CAB 42W/ Flat PNTD DR/Non-Assit		1
	Essentials Support PED 28H 22-7/ 8D I Pull		3
	PF197-233I Essentials Support Ped BFF 28H 22-7/8D I Pull		3
	PF198-232I Essentials Support Ped FF 28H 22-7/8D I Pull		3
	CEP2429F Freestanding End-Panel Support 24D x 29 1/2H		2
	CSL24D x 29 1/2H Freestanding Support Legs 24D x 29 1/2H		4
	CDG Pair of End Panel Gussets		3
	801550 Permanent-wall Hanger Kit (One pair, 65H each)		6
	860130 Storage Cabinet with Door 30W 14-1/4D 16H		1
	860136 Storage Cabinet with Door 36W 14-1/4D 16H		4
	860142 Storage Cabinet with Door 42W 14-1/4D 16H		1
	833624A T-Mold Edge Corner worksurface 36Wx24D		3
	832442A T-Mold Edge worksurface 24D 42W		1
	832454A T-Mold Edge worksurface 24D 54W		1
	832460A T-Mold Edge worksurface		1

DESCRIPTION	MODEL INFORMATION	VENDOR	QTY
	24D 60W		
	832466A T-Mold Edge worksurface		2
	24D 66W		
	861830 Tackboard 30w 18H		1
	861836 Tackboard 36W 18H		4
	861842 Tackboard 42W 18H		1
	870924 Tasklight for 24w		3
	TR-MOK Trooper Task Chair Mid-back		3
	w/ fixed arms		

DESCRIPTION	MODEL INFORMATION	VENDOR	QTY
<b>OCFA DINING ROOM (OCFA Purchase and Installation)</b>	<b>10 Person Dining Rm.</b>	<b>Interservice or Alternate Approved by Owner</b>	
	T-KLOP TOLLE SIDE/KEYSTONE		12
	w/ arms and casters		
	LC48120F 120"L x 48" Rectangular		1
	Shaped Laminate Top		
	BLS02 Slab Base for 120" Laminate		1
	Table Top		1
<b>OCFA DAY ROOM (OCFA Purchase and Installation)</b>	<b>8 Person Dayroom</b>	<b>LAZYBOY</b>	
Lounge Chairs	Lazyboy Chaise Reclina-R		10
<b>OCFA DORM (OCFA Purchase and Installation)</b>	<b>8 Single Person Dorm Rooms</b>	<b>Interservice or Alternate Approved by Owner</b>	
Dorm Chairs	TOLLE SIDE/KEYSTONE/ARMLESS		10
<b>OCFA TRAINING ROOM (General Contractor Purchase and Installation)</b>		<b>Interservice or Alternate Approved by Owner</b>	
Desk Chairs			
<b>OCFA INSTRUMENT ROOM (General Contractor Purchase and Installation)</b>		<b>Interservice or Alternate Approved by Owner</b>	
Desks			
Desk Chairs			



## Orange County Fire Authority **AGENDA STAFF REPORT**

**Budget and Finance Committee Meeting  
June 8, 2022**

**Agenda Item No. 3D  
Discussion Calendar**

### **OCFA Aircraft Replacement Review Process of Air Ops Services Provided**

---

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

Brian Fennessy, Fire Chief	<a href="mailto:brianfennessy@ocfa.org">brianfennessy@ocfa.org</a>	714.573.6010
Kenny Dossey, Deputy Chief Operations Bureau	<a href="mailto:kennydossey@ocfa.org">kennydossey@ocfa.org</a>	714.573.6006
Tim Perkins, Division Chief Special Operations	<a href="mailto:timperkins@ocfa.org">timperkins@ocfa.org</a>	714.573.6761

#### **Summary**

This agenda item is submitted to the Budget and Finance Committee to review the second phase of the six-phased work plan that was approved by this Committee and the Board of Directors for the OCFA Aircraft Replacement Review process.

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

At the July 22, 2021 meeting of the Board of Directors, a presentation was provided by Division Chief/Special Operations, Vince Carpino, as an update on OCFA Air Operations. The Board was informed that staff would return at a later date to initiate more dialogue and to begin to explore next steps related to the replacement of OCFA's Air Assets.

At the November 10, 2021 meeting of the Budget and Finance Committee, discussion was initiated regarding the OCFA Aviation Unit Fleet Plan Analysis and proposed review process. However, quorum was lost prior to completing any action.

At the January 12, 2022 meeting of the Budget and Finance Committee, dialogue continued, and direction was provided to staff to finalize the proposed review structure, and to return to the Committee for an additional and final review prior to submittal to the Board of Directors for input and approval.

At the March 9, 2022 meeting of the Budget and Finance Committee, the members reviewed the proposed OCFA Aircraft Replacement Review Process item and directed staff to place on the Board of Directors agenda for approval. The Board of Directors, on March 24, 2022 approved the process and work plan which incorporated prior input by the B&FC, and developed to educate and inform our policymakers on needs, options, costs, financing solutions, and ultimately to prepare recommendations for consideration by the Board of Directors pertaining to disposition of obsolete aircraft and acquisition of replacement aircraft.

At the May 18, 2022 special meeting of the Budget and Finance Committee, staff reviewed phase one of the six phase review process. The topic of the first phase review was Asset Orientation. A meeting quorum was not possible, and the meeting continued as informational only to the members



in attendance. Staff provided an Asset Orientation presentation and conducted a tour of the Air Ops Fire Station 41 facilities, equipment and aircraft.

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

1. Receive and file the second phase of the six-phased work plan for the OCFA Aircraft Replacement Review process.
2. Provide further direction regarding the approved work plan based on the following options:
  - A. Continue with the current work plan as approved by the Board.
  - B. Shorten the Board approved work plan by combining some of the review phases.
  - C. Pleasure of the Committee.

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

Not Applicable.

#### **Fiscal Impact**

The fiscal impact will be further developed as part of a future air assets review process.

#### **Background**

On May 18, 2022, the Budget & Finance Committee (B&FC) scheduled the first meeting after the work plan was approved, the topic was Asset Orientation. This was a special meeting, held at Fire Station 41 where OCFA's Air Operations unit is located at the Fullerton airport. Staff provided an overview and education of the assets used in the provision of Air Operations services. This on-site asset orientation meeting was only feasible through in-person attendance by Committee members, and remote participation was not available. A meeting quorum was not possible, and the meeting continued as informational only to the members in attendance.

#### ***Second Phase of the Work Plan - Review of Air Operations Services Provided.***

Details of services provided will be reviewed, including call volume statistics, types of calls, etc. Those information needs that the B&FC previously requested staff to include in the formal vetting process will be fulfilled during this discussion. The information requests that the B&FC requested include, but are not limited to, the following:

- Breakdown of helicopter call types by month within OCFA service area
- Assessment of necessity and improved outcomes from having a helicopter
- Assess OCFA & OCSD helicopter programs overlap and operational relationship
- How many aircraft we require and to do what function?
- How does the growth of county population factor into the needs of the agency?
- Was Air Operations unable to perform any missions due to insufficient capacity?

#### **Attachment(s)**

1. Q&A Agenda Item 3D: Aircraft Replacement (B&FC meeting on November 10, 2021)
2. OCFA Helicopter Incidents Report

**Budget and Finance Committee Meeting  
Held on November 10, 2021  
Q&A Agenda Item 3D: Aircraft Replacement**

**Q #1: What is the breakdown of call types where helicopter is launched / by month / within OCFA service area and outside?**

A: Attachment 2 of the staff report for the June 8, 2022 Budget and Finance Committee meeting provides a breakdown of total number of helicopter responses for 2020 and 2021. Incidents were further broken down into call types and an incident count for the day of the week.

OCFA helicopters responded to 342 incidents in 2020 and 316 incidents in 2021. These incidents primarily include remote rescues, vegetation fires, vehicle fires in watershed areas, swift water rescues, large animal rescues, and mutual aid responses to adjacent counties.

**Q #2: What is staff's assessment of necessity and improved outcomes of helicopter? What would happen if we didn't have a helicopter?**

A: Wildland fires are one of the largest threats to life and property. Recent examples at the Emerald and Coastal Fires illustrate the necessity of having aircraft. During both the Emerald and Coastal Fire, OCFA only had one of its helicopters available. The second OCFA helicopter has been down for maintenance since January 2022. The ability to only deliver 300 to 350 gallons was inefficient in both cases and we relied on our surrounding aviation partners to supplement our response.

Helicopters support ground resources, dozer operators and hand crew firefighters during direct attack tactics. Helicopters can also assist in slowing down the head of the fire as it approaches values at risk and homes in the fires path. Not having helicopters to help support the suppression efforts could potentially put firefighters and civilians at risk.

OCFA helicopters also respond to remote rescues which are back country medical aids that occur on many of our trail systems throughout Orange County. Over the last two years, OCFA helicopters have responded to nearly 300 remote rescues. Our helicopters provide the ability to insert advanced life support paramedics and provide hoist extraction allowing patients to be delivered to the hospital in a timely manner.

OCFA helicopters are considered multi mission aircraft that also provide swift water rescue, large animal rescue, near shore rescues and can assist with lost swimmers in a search capacity. Reduction in helicopters would not allow for OCFA to provide these services to the citizens of Orange County.

**Q #3: What are implications of OCSD Helicopter program / overlap / operationally working?**

A: The OCFA and the OCSD have a great working relationship and meet regularly for training and to review incidents. The OCFA and OCSD have a working agreement that share the search rescue mission for remote rescue medical aids. OCFA provides search and rescue coverage Monday through Thursday while OCSD provides coverage Friday through Sunday. OCFA provides night search and rescue response with night vision goggles each day.

During vegetation fire responses, OCSD can provide a water dropping Huey helicopter when staffed.

**Q #4: How many do we need and what are the functions?**

A: We are in an unprecedented time with extreme fire behavior throughout the state and here in Orange County. Fires that typically wouldn't carry and burn during the off season are now burning all year round. We no longer have a traditional fire season. Fire season is all year round. The Bond Fire burned 6600 acres occurred in December 2020. The Emerald Fire burned 150 acres in February, Jim Fire with 550 acres in March and the Coastal Fire burned 200 acres with multiple structure loss.

OCFA staffs two helicopters 365 days a year. It is recommended that OCFA fleet have four helicopters. Two helicopters that are operational and available for response. Two in reserve when the primary aircraft come offline for maintenance.

With OCFA providing a multi mission response, the recommendation is that we move to an aircraft that has 1000-gallon water dropping capability, increased cabin space, dual engine, increased hover capabilities, increased speed and additional power allowing for hoisting at altitude during hot summer days. The industry standard is the Sikorsky S70i. Cal Fire, Santa Barbara Fire, Ventura Fire, San Diego Fire & Rescue and LA County has been using this platform for over 20 years of proven performance.

**Q #5: Is the County's population growth factor included in need?**

A: The Orange County population has been increasing over the years with it currently at 3.18 million per DATA USA. There is a direct correlation of increased 911 calls OCFA receives to an increasing population. With more and more individuals hiking, biking, and exploring the trail systems brings an increase to remote rescues. Orange County Parks and areas throughout the Cleveland National Forest continue to see increased demand for these areas.

Vegetation fires in the urban interface continue to be challenges for OCFA. The growth throughout Orange County also see increased challenges containing fire perimeter and protecting structures during vegetation fires. Homes on the outer perimeter of the interface are not the only ones at risk. The Freeway Fire, Canyon Two Fire, and the Coastal Fire

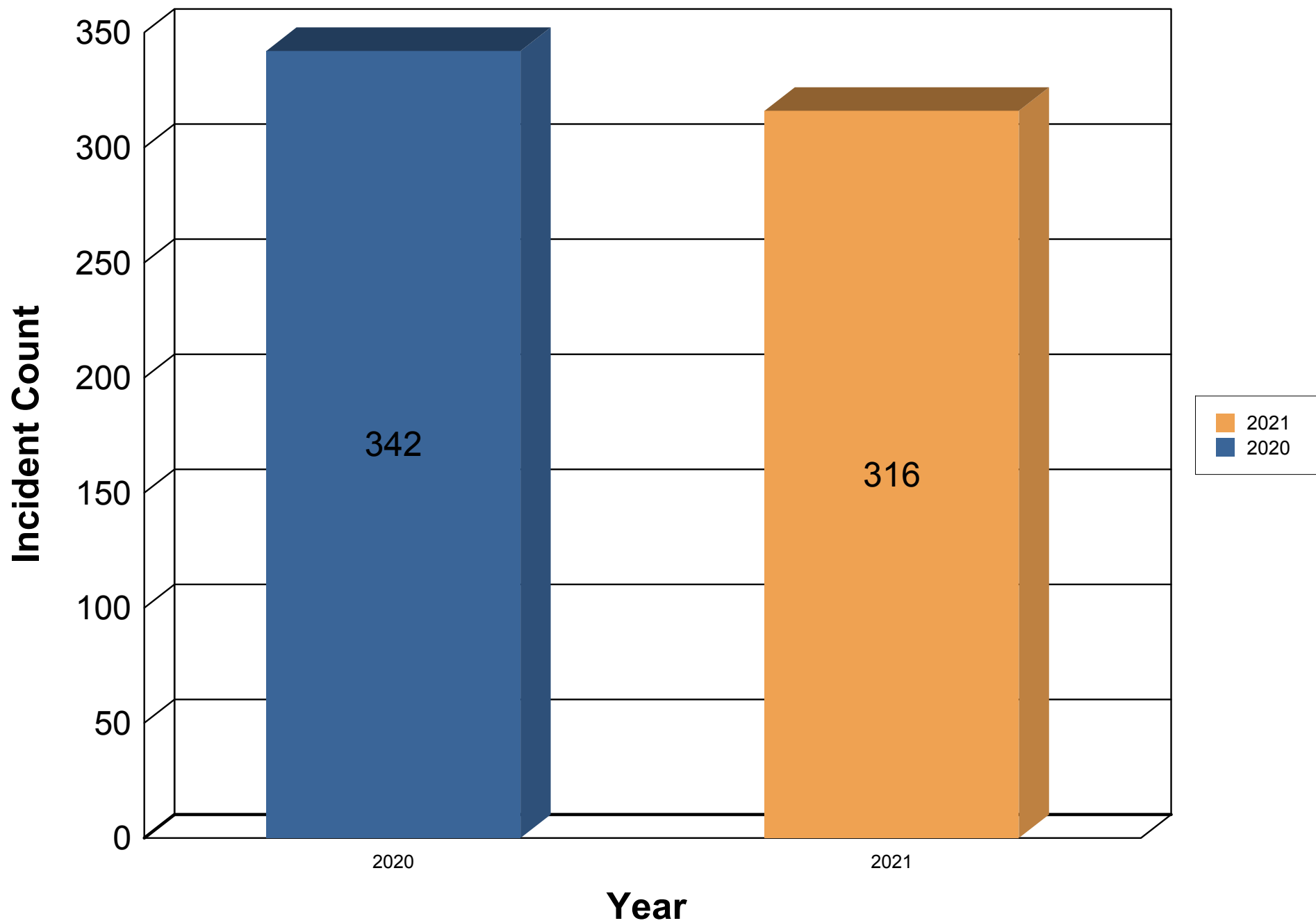
have shown us multiple examples of fire moving through the streets from one structure to another.

**Q #6: What was the Air Ops unable to do due to insufficient capacity?**

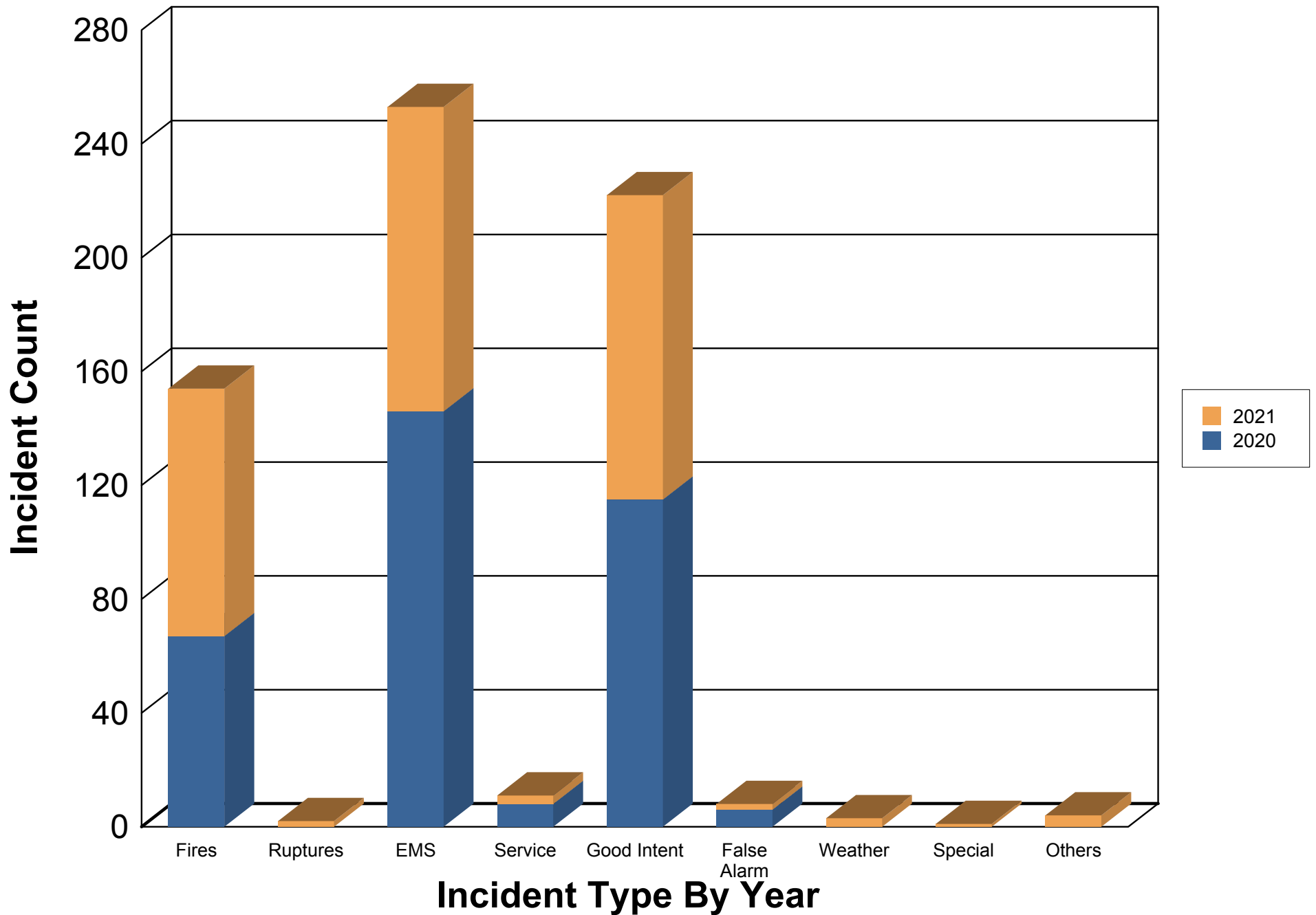
A: In 2021, helicopter 1 was out of service for 148 days and in 2022 we have experienced multiple days without a helicopter due to unscheduled maintenance. When you don't have two aircraft to share the operational work load you speed your maintenance cycle to the one aircraft. It is Air Operations maintenance section intent to not schedule prolonged downtime in the middle of fire season.

In today's wildland fire suppression response, delivering 300-350 gallons of water has become inefficient. Many agencies have already completed their aircraft analysis and have moved to larger and safer airframes. In the Costal Fire, helicopter 1 made 57 drops for an average of 20,520 gallons of water in the first operational period. The Sikorski S70i for example would have delivered 57,000 gallons.

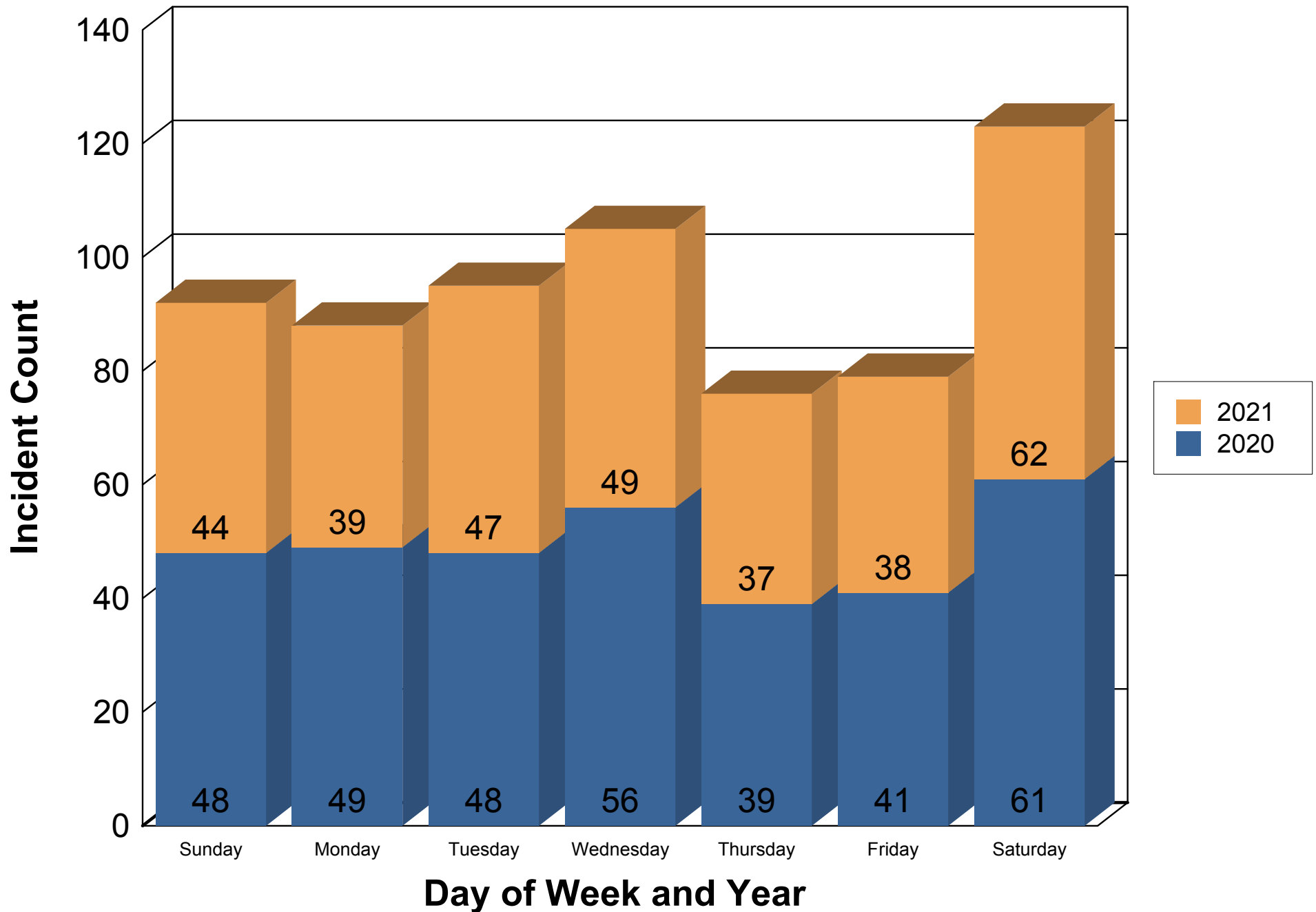
# Incident Count 1/1/2020 to 12/16/2021



# Incident Count By Type 1/1/2020 to 12/16/2021

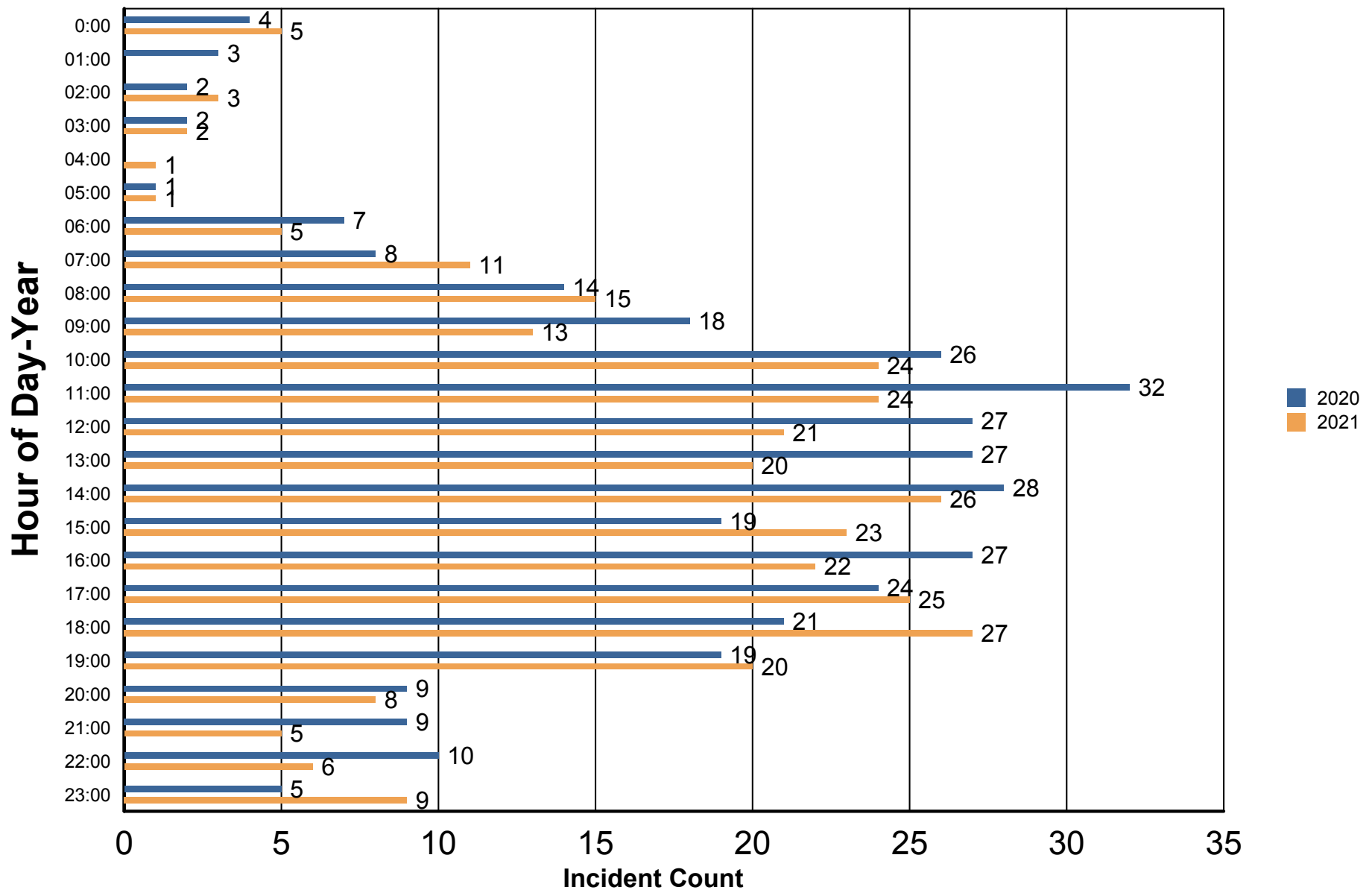


# Incident Count By Day of Week - 1/1/2020 to 12/16/2021

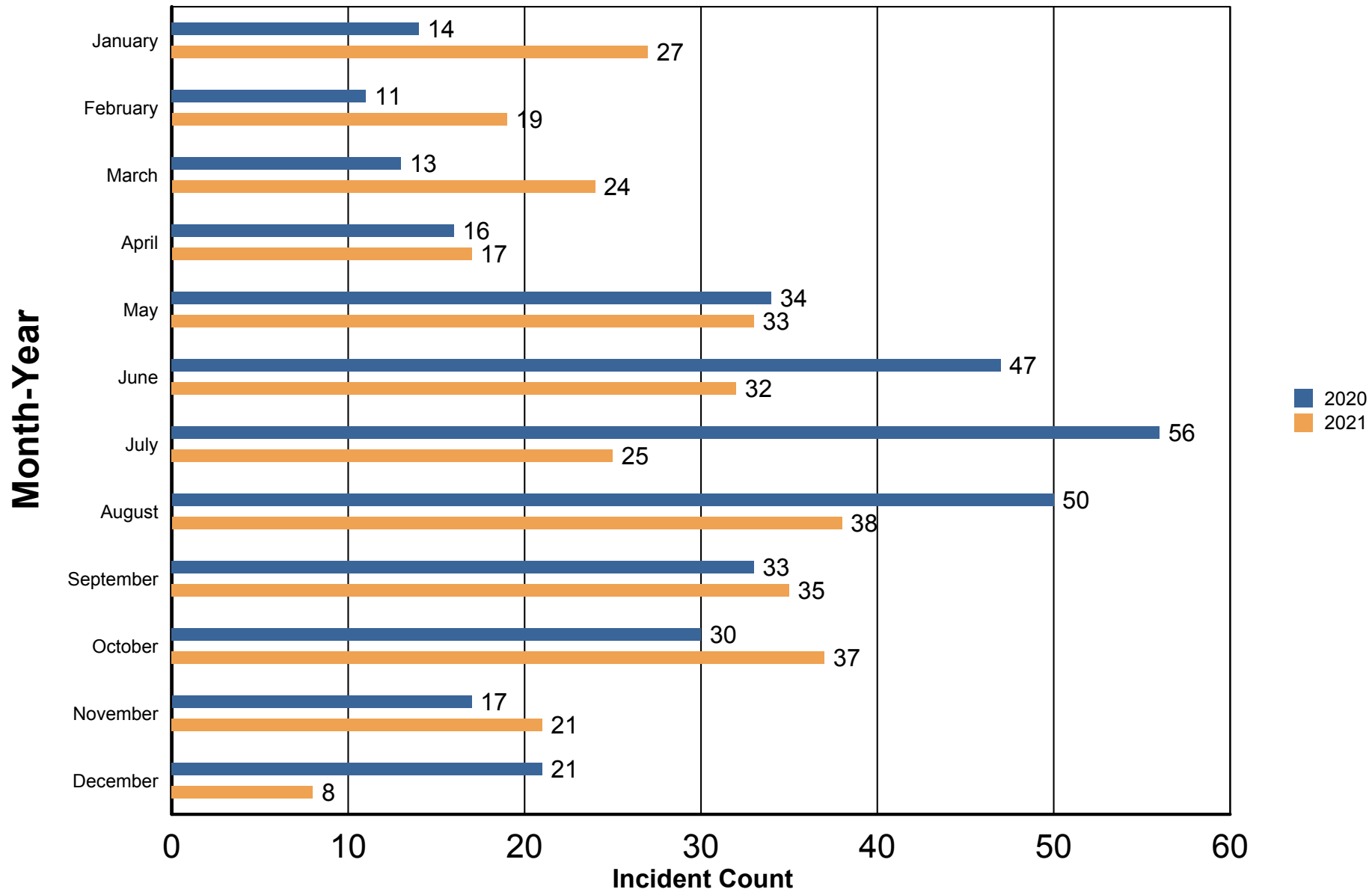




# Incidents by Hour 1/1/2020 to 12/16/2021



# Incidents by Month 1/1/2020 to 12/16/2021



	2020	2021	Total
	Incidents	Incidents	Incident Count
BIKE	2	0	2
BOAT	1	0	1
BUSH	1	0	1
CA	1	2	3
DROWNNO	1	0	1
FLOODM	0	1	1
ILBURN	1	0	1
ILLA	1	3	4
INFO	1	0	1
INJA	1	1	2
MUAID	2	20	22
PDSVC	0	1	1
PLANE	3	0	3
PSYCHA	1	0	1
REMOTE	162	109	271
RESCUE	2	0	2
RTEC	0	2	2
RTECA	1	2	3
SMCK	1	1	2
STR	1	0	1
STRC	1	0	1
SWTR	8	3	11
TCCR	0	1	1
TCWIA	1	0	1

	2020	2021	Total
	Incidents	Incidents	Incident Count
TRUCK	0	1	1
UNK	0	1	1
VEG	132	132	264
VEGF	1	0	1
VEHW	15	34	49
WSLIDE	0	1	1
WTR	1	1	2
Total	342	316	658

	HC1	HC2	HC3	HC4	Total
1/2020	9	6		2	14
2/2020	4	7		2	11
3/2020	7	7			13
4/2020	5	14			16
5/2020	23	18	3		34
6/2020	34	19	10		47
7/2020	41	34	1		56
8/2020	30	27	4		50
9/2020	21	24			33
10/2020	14	25			30
11/2020	10	14			17
12/2020	14	18			21
1/2021	8	22			27
2/2021		19			19
3/2021		24			24
4/2021		17			17
5/2021	5	30			33
6/2021	32	1			32
7/2021	22	11			25
8/2021	22	27			38
9/2021	28	27			35
10/2021	25	27			37
11/2021	19	14			21
12/2021	8	3			8