

ORANGE COUNTY FIRE AUTHORITY

Notice Inviting Quotations for Property Valuation Services

September 26, 2008

Bid Number: MP1580

**Bids will be received
until 11:00 AM., Tuesday,
October 21, 2008**

The Orange County Fire Authority is requesting quotations from Property Valuation Firms to conduct an on-site inspection and evaluation analysis of real property sites that are part of the organization. The intent is to update OCFA's property values. The selected firm must comply with the Scope of Services and Professional Services agreement attached for your review.

Bids may be hand delivered or mailed to the Orange County Fire Authority, and MUST be received no later than the above time and date.

Please address bids as follows:

Orange County Fire Authority, Purchasing Dept., Attn: Marilyn Pizza

1 Fire Authority Road, Bldg. CS102, Irvine, CA 92602.

Reference: Bid # MP1580

Please provide three (3) copies of your bid in a sealed envelope with Bid Number **MP1580** clearly indicated on the envelope. FAX bids will not be accepted.

LATE BIDS WILL NOT BE ACCEPTED

Each bid shall specify completely each and every item as set forth in the specifications. Any and all exceptions to the original specifications must be clearly stated in the bid; and failure to set forth any exception shall be grounds for rejection of the bid.

The Orange County Fire Authority reserves the right to reject any and all bids, and to waive any irregularities in any bid and to select the bid that best meets the needs of the Orange County Fire Authority.

Any bidder that is issued a purchase order as a result of this bid must comply with the OCFA Standard Terms & Conditions attached.

Any questions regarding the bid process should be referred to Marilyn Pizza, Purchasing Agent, @ (714) 573-6642. Any specification questions should be referred to Deborah Hemstock @ (714) 573-6835 or deborahhemstock@ocfa.org

Sincerely,

Marilyn Pizza
Purchasing Agent

ORANGE COUNTY FIRE AUTHORITY

PROPERTY VALUATION SERVICES

MP1580



ORANGE COUNTY FIRE AUTHORITY

Request for Quotations Valuation Services Bid # MP1580

Background

A valuation study of OCFA was conducted in 2004 and since that time newly constructed stations have been added and several existing stations have been remodeled. This request seeks to update the property valuation conducted in 2004.

The Orange County Fire Authority

The OCFA is a regional fire service agency that serves 22 cities in Orange County and all unincorporated areas. The OCFA protects over 1,300,000 residents in a 562 square mile area. The Operations Department of the OCFA is divided into five geographical operational divisions. The OCFA has 62 fire stations within these operational divisions that provide regional emergency response to all fires, medical aids, rescues, hazardous materials incidents, wild land fire, aircraft fire, and rescue services. The OCFA provides public education programs to the community, administers a Reserve Firefighter Program, and sponsors Fire Explorer posts for young people from ages 15 – 21 that are interested in a career in fire and emergency medical services.

Scope of Services

This request is an invitation to interested parties with the appropriate qualifications to provide the following:

- Update of the 2004 property valuation report.
- On-site inspection and evaluation analysis of all buildings and the contents at 64 locations within Orange County. (Please refer to the attached list of locations.) This inspection and analysis will cover fire stations, storage sheds, drying racks, hose towers, fuel tanks, generators, and all the buildings at Headquarters which include administrative offices, dispatch services, the automotive service center, the training pavilion and strip mall property, the training tower and clock tower, the generator, transformer enclosure and the observation tower.
- On-site inspection shall include verification of outside measurements of each structure and determination of the type of construction and other building details such as year of construction, HVAC, electrical, etc.
- Within three weeks of the on-site evaluation provide a detailed report with a color photograph of each permanent and temporary structure and the replacement value for insurance purposes. The values shall be reported by location with the cost per square foot and the total cost. The replacement value of building contents shall be included in the report. An electronic copy of the report shall also be provided.

- A cover letter shall accompany the final report and a list of all the OCFA sites visited. A structure detail sheet shall be part of the report to include replacement values and an estimate of contents values.

Deliverables

Please respond with the original report and two copies of the final product in a clear view presentation cover with the spine bound in plastic binding combs. A copy of the report also needs to be available on a CD in a PDF format. The report shall include a table of contents, a summary of the appraisal, a summary of insurable replacement costs, a property valuation structure summary, and color photographs of each structure.

Proposal Content

Each response shall be accompanied by a cover letter that identifies the legal business status (e.g., individual, partnership, corporation, etc.), address, telephone number, fax number, and e-mail address of the respondent. The cover letter shall contain a general statement of the purpose for submission and shall indicate the name, title, address, and telephone number of the person or persons authorized to represent the firm in order to enter into negotiations with the OCFA with respect to this RFQ and any contract that may be subsequently awarded. The cover letter shall also indicate any limitation of authority for any person named. The cover letter shall be signed by a representative or officer of the firm who shall have been authorized to bind the firm to all provisions of the RFQ, any subsequent changes, and to the contract if an award is made.

Each response shall cover the scope of services requested and describe the approach to be taken to complete the project. Respondent shall include a sample structure detail sheet in the response.

The respondent shall state the ability to meet the expected project deadline of February 1, 2009.

The response shall include at least two California public entities (e.g. special district or authority) or municipalities where similar work was completed.

Cost Breakdown

A fee statement shall be included with the response. Fees stated shall cover the valuation study in its entirety and shall include a "not to exceed cost" for the total project cost.

Statement of Qualifications

The response shall contain a description of the firm's experience with property valuations. When describing your experience with property valuations, please provide:

- A brief description of the firm, its size and the organizational structure. Include a discussion of the firm's financial stability, capacity and resources.
- A brief description of the firm's experience providing valuation services for municipal/governmental agencies within the last five years. Highlight specific experience within Orange County.
- A discussion of the firm's qualifications and experience that demonstrates its capability to provide the scope of services of this RFP.
- Identify key personnel who will be involved in this project. Please provide a brief resume for each individual listing their specific qualifications and experience with similar projects.

Disclosure

Firm shall disclose any professional or personal financial interest which could be a possible conflict of interest in representing the Authority.

Questions

All questions should be submitted in writing via email by to Deborah Hemstock (deborahhemstock@ocfa.org) by Tuesday, October 7, 2008 and the information will be provided to all respondents.

Project Completion Date

After selection of the firm, the final product must be received by OCFA by 4:00 p.m. on February 1, 2009. The selected firm will be provided with a copy of the last valuation conducted in 2004.

Bid # MP1580
Valuation Services

The undersigned certifies that he/she has read all documents related to this Request for Bid and understands all terms and conditions related thereto; and in conformity with the terms and conditions hereby proposes to the OCFA the following:

Please provide your best not-to-exceed fee for the total project cost.

Not-to-Exceed \$ _____

Payment Terms: _____

Your Name: _____

Signature: _____

Company Name: _____

Business Address: _____

City, State, Zip _____

Phone Number: _____

Fax Number: _____

Date: _____

Email: _____

List of Locations

RFOTC	1 Fire Authority Road, Irvine, 92602	(714)	573-6000	
Station #2	LOS ALAMITOS, 3642 Green Ave., Los Alamitos 90720	(562)	431-6026	#2
Station #3	SUNSET BEACH, 16861 12th St., PO Box 1187, Sunset Beach 90742	(562)	592-1933	#3
Station #4	UNIVERSITY, #2 California Ave., Irvine 92612	(949)	854-7544	#4
Station #5	LAGUNA NIGUEL, 23600 Pacific Island Dr., Laguna Niguel 92677	(949)	249-3085	#5
Station #6	IRVINE, 3180 Barranca Pkwy., Irvine 92606	(949)	559-7530	#6
Station #7	SAN JUAN CAPISTRANO, 31865 Del Obispo, SJC 92675	(949)	831-0872	#7
Station #8	SKYLINE, 10631 Skyline Dr., Santa Ana 92705	(714)	544-5292	#8
Station #9	SO. MISSION VIEJO, #9 Shops at Mission Viejo, Mission Viejo 92691	(949)	582-9260	#9
Station #10	YORBA LINDA, 18422 E. Lemon Dr., Yorba Linda 92886	(714)	970-1216	#10
Station #11	EMERALD BAY, 259 Emerald Bay, Laguna Beach 92651	(949)	494-6933	#11
Station #13	LA PALMA, 7822 Walker St., La Palma 90623	RFF (714) 670-6621...Career	(714) 523-8031	#13
Station #14	SILVERADO, P. O. BOX 12, Silverado 92676	(714)	649-2211	#14
Station #15	SILVERADO (USFS), 27172 Silverado Canyon Rd., Silverado 92676	(714)	649-0190	#15
Station #16	MODJESKA, 28891 Modjeska Canyon Road, Silverado 92676	(714)	649-2500	#16
Station #17	TRI-CITIES, 4991 Cerritos Ave., Cypress 90630	(714)	821-3840	#17
Station #18	TRABUCO, 30942 Trabuco Canyon Road, Trabuco Canyon 92678	Career (949)	858-9369	#18
		Reserve FF (949)	858-9370	
		Hand Crew (949)	459-1460	
Station #19	LAKE FOREST, 23022 El Toro Rd., Lake Forest 92630	RFF (949) 837-1177...Career	(949)837-0911	#19
Station #20	IRVINE, 6933 Trabuco Road., Irvine 92620	(949)	451-0020	#20
Station #21	TUSTIN, 1241 Irvine Blvd., Tustin 92780	(714)	544-0171	#21
Station #22	LAGUNA HILLS, 24001 Paseo de Valencia, Laguna Hills 92653	(949)	837-5471	#22
Station #23	VILLA PARK, 5020 Santiago Canyon Road, Orange 92869	Career (714)	997-2552	#23
		Reserve FF (714)	532-1411	
Station #24	MISSION VIEJO, 25862 Marguerite Pkwy, Mission Viejo 92692	(949)	837-9333	#24
Station #25	MIDWAY CITY, 8171 Bolsa Ave., Midway City 92655	RFF (714) 893-5276...Career	(714) 893-8723	#25
Station #26	VALENCIA, 4691 Walnut Ave., Irvine 92604	(949)	559-0201	#26
Station #27	PORTOLA SPRINGS, 12400 Portola Springs, Irvine 92618	(949)	653-2727	#27
Station #28	IRV. INDUSTRIAL, 17862 Gillette Ave., Irvine 92614	(949)	660-0427	#28
Station #29	DOHENY, 26111 Victoria Blvd., Dana Point 92624	(949)	496-9354	#29
Station #30	NIGUEL, 23831 Stonehill Drive, Dana Point 92629	(949)	661-0203	#30
Station #31	NO. MISSION VIEJO, 22426 Olympiad Rd., Mission Viejo 92692	(949)	581-1910	#31
Station #32	EAST YORBA LINDA, 20990 Yorba Linda Blvd., Yorba Linda 92886	(714)	970-0344	#32
Station #33	AIRPORT CRASH, 374 Paularino, Costa Mesa 92626	(949)	852-3200	#33
Station #34	PLACENTIA (Valencia), 1530 N. Valencia Ave., Placentia 92870	(714)	996-2121	#34
Station #35	PLACENTIA (Bradford), 110 S. Bradford Ave., Placentia 92870	(714)	996-1490	#35
Station #36	WOODBIDGE, 301 E. Yale Loop, Irvine 92604	(949)	551-6881	#36
Station #37	TUSTIN, 14901 Red Hill Ave., Tustin 92780	(714)	259-7720	#37
Station #38	IRVINE, 26 Parker, Irvine 92618	(949)	859-6926	#38
Station #39	NO. LAGUNA NIGUEL, 24241 Avila Road, Laguna Niguel 92677	(949)	831-3232	#39
Station #40	COTO DE CAZA, 25082 Vista del Verde, Coto de Caza 92679	Career (949)	459-7410	#40
		Reserve FF (949)	858-9379	
Station #41	FULLERTON AIRPORT, 3815 Commonwealth Ave, Fullerton 92833	(714)	447-3568	#41
Station #42	PORTOLA HILLS, 19150 Ridgeline Road, Lake Forest 92679	(949)	589-0323	#42
Station #43	TUSTIN RANCH, 11490 Pioneer Way, Tustin 92782	(714)	544-7462	#43
Station #44	SEAL BEACH (downtown), 718 Central Ave., Seal Beach 90740	(562)	431-0648	#44
Station #45	SANTA MARGARITA, 30131 Aventura, Rancho Santa Marg. 92688	(949)	858-8801	#45
Station #46	STANTON, 7871 Pacific Street, Stanton 90680	(714)	827-0533	#46
Station #47	SHADY CANYON, 47 Fossil, Irvine 92603	(949)	854-4747	#47
Station #48	SEAL BEACH (frwy), 3131 Beverly Manor Road, Seal Beach 90740	(562)	430-0415	#48
Station #49	BEAR BRAND, 31461 St. of Golden Lantern, Laguna Niguel 92677	(949)	249-9681	#49
Station #50	SAN CLEMENTE, 670 Camino de Los Mares, San Clemente 92673	(949)	361-9670	#50
Station #51	IRVINE SPECTRUM, 18 Cushing, Irvine 92618	(949)	341-0051	#51
Station #53	YORBA LINDA, 25415 E. La Palma, Yorba Linda 92886	(714)	692-8381	#53
Station #54	FOOTHILL RANCH, 19811 Pauling Ave, Lake Forest 92610	(949)	581-4406	#54
Station #55	ORCHARD HILLS, 4955 Portola Parkway, Irvine 92620	(714)	508-0055	#55
Station #57	ALISO VIEJO, 57 Journey, Aliso Viejo 92656	(949)	362-9237	#57
Station #58	LADERA RANCH, 58 Station Way, Ladera Ranch 92694	(949)	347-2258	#58
Station #59	SAN CLEMENTE, 48 Avenida La Pata, San Clemente 92673	(949)	492-8704	#59
Station #60	SAN CLEMENTE, 100 Avenida Presidio, San Clemente 92672	(949)	366-6750	#60
Station #61	BUENA PARK, 8081 Western Ave., Buena Park 90620	(714)	527-4118	#61
Station #62	BUENA PARK, 7780 Artesia Blvd., Buena Park 90620	(714)	521-0284	#62
Station #63	BUENA PARK, 9120 Holder Street, Buena Park 90620	(714)	229-4826	#63
Station #64	WESTMINSTER #1, 7351 Westminster Blvd., Westminster 92683	(714)	379-4920	#64

Station #65	WESTMINSTER #3, 6061 Hefley St., Westminster 92683	(714)	379-4931	#65
Station #66	WESTMINSTER #2, 15061 Moran St., Westminster 92683	(714)	379-4935	#66

BIDDER'S INFORMATION FORM – BID #MP1580

Please complete this Bidder's Information form as part of your Quotation.

Name of Bidder: _____

Address: _____

Type of Firm: Individual _____
Partnership _____
Corporation _____

Contractor's or other License: State _____, License No.: _____ Class: _____

Names and titles of all officers of the firm:

Name	Title
_____	_____
_____	_____
_____	_____

References:

List a minimum of three (3) positive references from Government or other Public Entities, for whom the bidder has provided a similar scope of work during the past twenty-four (24) months, of comparable settings, complexities and quantities as required of this proposal.

Name of Firm: _____

Address: _____

Contact Person/Title: _____

Phone: _____ FAX: _____

Date of Project: _____

Brief description of project

Name of Firm: _____

Address: _____

Contact Person/Title: _____

Phone: _____ FAX: _____

Date of Project: _____

Brief description of project

Name of Firm: _____

Address: _____

Contact Person/Title: _____

Phone: _____ FAX: _____

Date of Project: _____

Brief description of project

Note: More references may be supplied on additional sheets and attached to this Request for Proposal. The Orange County Fire Authority may make such investigations as it deems necessary to determine the capacity of the bidder to perform the work.

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this _____ day of _____, 200____, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as “OCFA”, and _____, a _____, hereinafter referred to as “Firm”.

RECITALS

WHEREAS, OCFA requires the services of a firm for the _____, hereinafter referred to as “Project”; and

WHEREAS, Firm has submitted to OCFA a proposal dated _____, a copy of which is attached hereto as Exhibit “A” and is incorporated herein by this reference; and

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

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the “Proposal” attached hereto as Exhibit “A.” Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in Exhibit “A” and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law.

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

1.3 Licenses and Permits.

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

1.4 Familiarity with Work.

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

1.5 Care of Work.

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

1.6 Additional Services.

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

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in Firm's proposal. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond

its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF FIRM

3.1 Compensation of Firm.

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$_____.

3.2 Method of Payment.

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

3.3 Changes.

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

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

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

3.4 Appropriations.

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

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

4.2 Schedule of Performance.

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

4.3 Force Majeure.

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

4.4 Term.

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

5. COORDINATION OF WORK

5.1 Representative of Firm.

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

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

5.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Firm, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCFA. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of OCFA.

5.4 Independent Contractor.

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

6. INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance.

Firm shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Firm's performance under this Agreement. Firm shall also carry workers' compensation insurance in accordance with California worker's compensation laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be cancelable without thirty (30) days written notice to OCFA of any proposed cancellation. OCFA's certificate evidencing the foregoing and designating OCFA as an additional named insured shall be delivered to and approved by OCFA prior to commencement of the services hereunder. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Firm's obligation to indemnify OCFA, its Firms, officers and employees. The amount of

insurance required hereunder shall include comprehensive general liability, personal injury and automobile liability with limits of at least _____ (\$_____) combined single limit coverage per occurrence and professional liability coverage with limits of at least _____ (\$_____). Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII. If Firm provides claims made professional liability insurance, Firm shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Firm's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Firm's services under this Agreement. The Firm shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy.

6.2 Indemnification.

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

7. RECORDS AND REPORTS

7.1 Reports.

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

7.2 Records.

Firm shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

7.3 Ownership of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property

of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents.

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

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

8.2 Waiver.

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

8.3 Rights and Remedies are Cumulative.

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

8.4 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages

for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term.

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

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

8.6 Termination for Default of Firm.

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

8.7 Attorneys' Fees.

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

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

9.2 Covenant Against Discrimination.

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: _____

“FIRM”

Date: _____

By: _____