



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 · Mather, California 95655 · Phone (916) 859-4300 · Fax (916) 859-3700

D'Elman Clark  
Board President  
Division 6

Grant Goold  
Board Vice President  
Division 2

Ted Wood  
Board Secretary  
Division 4

Cinthia Saylors  
Board Member  
Division 1

Robert Webber  
Board Member  
Division 3

Jennifer Sheetz  
Board Member  
Division 5

Brian Rice  
Board Member  
Division 7

Gay Jones  
Board Member  
Division 8

John Costa  
Board Member  
Division 9

## BOARD OF DIRECTORS - REGULAR MEETING AGENDA

Thursday, October 12, 2023 – 6:00 PM

Sacramento Metropolitan Fire District

10545 Armstrong Avenue

Board Room – Second Floor

Mather, California

&

Remotely Via Zoom

Webinar ID: 827 3461 0232 #

Passcode: metro2101

Phone: 1 (669) 444-9171 or 1 (669) 900 6833

Passcode: 838771796 #

<https://us06web.zoom.us/j/82734610232?pwd=SFILQ1Znd25RSmlhdXZVQVh4d1VWZz09>

### Pursuant to Government Code Section 54953:

Board Member Sheetz will be participating remotely from the following location: 8118 Treecrest Ave, Fair Oaks CA, 95628

*The mission of the Sacramento Metropolitan Fire District is to provide professional and compassionate protection, education and service to our community.*

The Public's health and well-being are the top priority for the Board of Directors of the Sacramento Metropolitan Fire District and you are urged to take all appropriate health safety precautions. To view the meeting via the Zoom Application, please click on the link above.

Members of the public seeking to attend and to address the Board who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact the following person at least forty-eight (48) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations:

Marni Rittburg

Board Clerk

(916) 859-4305

[rittburg.marni@metrofire.ca.gov](mailto:rittburg.marni@metrofire.ca.gov)

The Board will convene in open session at 6:00 p.m.



## Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, OCTOBER 12, 2023

- CALL TO ORDER
- ROLL CALL
- PLEDGE TO FLAG

### METRO CABLE ANNOUNCEMENT:

This meeting of the Sacramento Metropolitan Fire District will be cablecast on Metro Cable 14, the local government affairs channel on Comcast, Consolidated Communications and AT&T U-Verse cable systems. This meeting is also webcast at metro14live.saccounty.gov. Today's meeting replays at 2:00 p.m. on Saturday, October 14, 2023 and again at 2:00 p.m. on Wednesday, October 18, 2023 on Channel 14. This meeting can also be viewed at youtube.com/metrocable14.

### PUBLIC OPPORTUNITY TO DISCUSS MATTERS OF PUBLIC INTEREST WITHIN DISTRICT JURISDICTION INCLUDING ITEMS ON OR NOT ON AGENDA:

*The Board of Directors of the Sacramento Metropolitan Fire District appreciates and encourages public interest and welcomes questions and opinions at its meetings. Public members wishing to address the Board are requested to first be recognized by the presiding officer and identify themselves for the record. The presiding officer may, in the interest of time and good order, limit the number of public member presentations. Speakers' comments will be limited to three (3) minutes (Per Section 31 of the Board of Directors Policies and Procedures).*

*In accordance with Section 31 of the Board of Directors Policies and Procedures, members of the Public requesting their written comments be read into the meeting record must be present or have a representative present to read their comments during the time allotted.*

### CONSENT ITEMS:

*Matters of routine approval including but not limited to action summary minutes, referral of issues to committee, committee referrals to the full Board, items that require yearly approval, declaration of surplus equipment, and other consent matters. The Consent Agenda is acted upon as one unit unless a Board member requests separate discussion and/or action.*

### CONSENT ITEMS

Page No.

- |   |    |
|---|----|
| 1. Action Summary Minutes   | 6  |
| <b>Recommendation:</b> Approve the Action Summary Minutes for the Regular Board Meetings of September 14, 2023.   |    |
| 2. Adopt Resolution – Bid Award – Station Access Control (Phase 3)  | 18 |
| <b>Recommendation:</b> Adopt the Resolution approving the Request for Exception to Formal Solicitation Process and award a contract to Access Systems, Inc. |    |



## Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, OCTOBER 12, 2023

- |    |  |    |
|----|--|----|
| 3. | <b>Adopt Resolution – Contract for Emergency Medical Services (EMS) Cost Recovery Services</b> | 67 |
|----|--|----|

**Recommendation:** Adopt the Resolution authorizing the Fire Chief or his designee to execute a professional services agreement with Wittman Enterprises, LLC for the provision of EMS cost recovery, effective January 1, 2024.

### PRESENTATION ITEMS:

- |    |   |    |
|----|---|----|
| 1. | <b>EMS Award of Excellence Plaque in Wildland Fire EMS/Rescue Awarded To Metro Fire's Air Operations Division</b> | 71 |
|----|---|----|

*(BC Grant Russell)*

**Recommendation:** Receive presentation.

- |    |  |    |
|----|--|----|
| 2. | <b>Advocacy Action Plan Presentation</b> | 72 |
|----|--|----|

*(Director of Government Affairs Kyle Macdonald)*

**Recommendation:** Receive presentation, no action required.

### ACTION ITEMS:

- |    |  |     |
|----|--|-----|
| 1. | <b>Adopt Resolution – Project Delivery Method – Zinfandel Phase 3 Buildout</b> | 100 |
|----|--|-----|

*(Administrative Analyst Erin Castleberry)*

**Recommendation:** Adopt the Resolution approving the use of the design-build construction delivery method and authorize related acts for the design and construction of the Zinfandel Phase 3 Buildout project.

- |    |  |     |
|----|--|-----|
| 2. | <b>Adopt Resolutions – FY 2023/24 Capital Improvement Plan Amendment</b> | 120 |
|----|--|-----|

*(Administrative Analyst Erin Castleberry)*

**Recommendation:** Adopt the Resolution amending the FY 2023/24 Capital Improvement Plan and the Budget Amendment Resolutions.

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|----|--|----|
| 3. | <b>Industrial Disability Retirement – Engineer Steven Caldwell</b> | ** |
|----|--|----|

**Recommendation:** After discussion in Closed Session, consider adopting a Resolution finding Engineer Steven Caldwell has suffered job related injuries and is eligible for an Industrial Disability Retirement.

- |    |  |    |
|----|--|----|
| 4. | <b>Industrial Disability Retirement – Captain Troy Swarthout</b> | ** |
|----|--|----|

**Recommendation:** After discussion in Closed Session, consider adopting a Resolution finding Captain Troy Swarthout has suffered job related injuries and is eligible for an Industrial Disability Retirement.



## Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, OCTOBER 12, 2023

### REPORTS:

1. PRESIDENT'S REPORT — (*President Clark*)
2. FIRE CHIEF'S REPORT — (*Deputy Chief Mitchell*)  
OPERATIONS REPORT – (*AC Greene*)  
ADMINISTRATIVE REPORT – (*Deputy Chief Bailey*)  
SUPPORT SERVICES REPORT – (*Deputy Chief Wagaman*)
3. SMFD – FIREFIGHTERS LOCAL 522 REPORT – (*BC Matt Cole, Local 522 Vice President*)
4. COMMITTEE AND DELEGATE REPORTS  
*All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.*
  - A. Executive Committee – (*President Clark*)  
Next Meeting: TBD
  - B. Communications Center JPA – (*AC Greene*)  
Next Meeting: October 10, 2023 at 9:00 AM
  - C. Finance and Audit Committee – (*Director Wood*)  
Next Meeting: October 26, 2023 at 5:00 PM
  - D. Policy Committee – (*Director Costa*)  
Met Today, October 12, 2023 at 5:30 PM  
Next Meeting: November 9, 2023

### BOARD MEMBER QUESTIONS AND COMMENTS

### CLOSED SESSION:

The Board will convene in closed session to meet on the following matters:

1. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION § 54956.9 (A) – TWO (2) MATTERS OF WORKERS COMPENSATION COMPROMISE AND RELEASE:
  1. Joseph Reyes and the Sacramento Metropolitan Fire District  
Claim # SMDP - 549570 – Workers Compensation Settlement Authority –  
Tyler Sonksen of Lenahan, Slater, Pearse & Majernik, LLP



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REGULAR BOARD MEETING

THURSDAY, OCTOBER 12, 2023

2. Troy Thompson and the Sacramento Metropolitan Fire District  
Claim # SMDP - 549585 – Workers Compensation Settlement Authority –  
Tyler Sonksen of Lenahan, Slater, Pearse & Majernik, LLP

**2. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION § 54956.9 (A) –  
TWO (2) MATTERS OF INDUSTRIAL DISABILITY RETIREMENT:**

1. Steven Caldwell and the Sacramento Metropolitan Fire District  
Claim # SMDQ – 550207; 40210385C46-0001; 4A2201AYUK - 0001 –  
Industrial Disability Retirement – Ty Bailey – Deputy Chief

2. Colin Swarthout and the Sacramento Metropolitan Fire District  
Claim # 4A2204F22DB-0001 – Industrial Disability Retirement –  
Ty Bailey – Deputy Chief

**3. Pursuant to California Government Code 54957(a)**  
Consultation with General Counsel and Cyber Security Manager

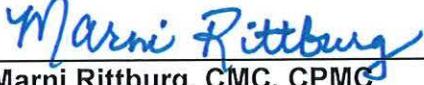
### ADJOURNMENT

#### NEXT BOARD MEETING(S):

*Unless specified differently, all meetings of the Board are held at Sacramento Metropolitan Fire District at 10545 Armstrong Avenue, Mather, CA*

- Regular Board Meeting – October 26, 2023 at 6:00 PM
- Regular Board Meeting – November 9, 2023 at 6:00 PM

Posted on October 9, 2023 by 4:00 p.m.

  
\_\_\_\_\_  
Marni Rittburg, CMC, CPMC  
Clerk of the Board  
\*\* No written report  
\*\* PDF Separate Attachment

#### DISABILITY INFORMATION:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (916) 859-4305. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

## ACTION SUMMARY MINUTES – REGULAR MEETING

### BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Thursday, September 14, 2023

Held at the following locations:

10545 Armstrong Avenue – Board Room  
Mather, California  
&  
Remotely Via Zoom

#### CALL TO ORDER

The meeting was called to order at 6:00 pm by President Clark. Board members present: Clark, Costa, Sailors, Sheetz, Webber and Wood. Board members absent: Goold, Jones and Rice. Staff present: Chief House, and Board Clerk Rittburg.

#### PUBLIC COMMENTS

Public comments were received.

#### CONSENT ITEMS

**Action:** Moved by Director Webber, seconded by Wood, and carried unanimously by members present to adopt the consent calendar as follows:

1. **Action Summary Minutes**

**Recommendation:** Approve the Action Summary Minutes for the Regular Board Meetings of July 13, 2023 and July 27, 2023.

**Action:** Approved the Action Summary Minutes

2. Revision of Board Policy – Policy 01.010.03 – Purchasing and Contracting Policy

**Recommendation:** Approve the Purchasing and Contracting Policy revisions.

**Action:** Approved the Purchasing and Contracting Policy revisions.

3. **Disclosure of Material Expenditure – Facilities Service Truck**

**Recommendation:** Receive and file.

**Action:** Received and filed.

4. **Disclosure of Material Expenditure – Fleet Service Truck**

**Recommendation:** Receive and file.

**Action:** Received and filed.

5. **Adopt Resolution – Sale of Real Property – 4411 Niobe Circle, Rancho Cordova**  
**Recommendation:** Adopt the Resolution authorizing the Fire Chief of his designee to affect the sale of the Property to the preferred offeror (\$589,000) or next preferred offeror in such instance that the first preferred offeror cancels the contract.  
**Action:** Adopted **Resolution 2023-046** authorizing the Fire Chief of his designee to affect the sale of the Property to the preferred offeror (\$589,000) or next preferred offeror in such instance that the first preferred offeror cancels the contract.
6. **Adopt Resolution Approving the Fiscal Year 2023/24 Gann Appropriations Limit**  
**Recommendation:** Adopt the Resolution approving the Gann Appropriations Limit in Fiscal Year 2023/24 in the amount of \$438,075,319.  
**Action:** Adopted **Resolution 2023-047** approving the Gann Appropriations Limit in Fiscal Year 2023/24 in the amount of \$438,075,319.

#### **PRESNTATION ITEMS:**

1. **Service Delivery Update**  
*(Deputy Chief Mitchell)*  
**Recommendation:** Receive presentation, no action required.  
**Action:** Presentation received.
2. **Financial Planning and Budget Policy – Administrative Policy 02.021.01**  
*(CFO Dave O'Toole)*  
**Recommendation:** Receive presentation, no action required.  
**Action:** Presentation received.

#### **ACTION ITEMS**

1. **Adopt Resolution Approving the Fiscal Year 2023/24 – 2027/28 Capital Improvement Program (CIP) Plan**  
*(Administrative Analyst Erin Castleberry)*  
**Recommendation:** Adopt the Resolution approving the revised FY 2023/2024 – 2027/2028 Capital Improvement Program Plan.  
**Action:** Moved by Director Wood, seconded by Costa, and carried unanimously by members present to Adopt **Resolution 2023-048** adopting the revised FY 2023/2024 – 2027/2028 Capital Improvement Program Plan.
2. **Adopt Resolutions Adopting the Fiscal Year 2023/24 Final Budget**  
*(CFO Dave O'Toole)*
  - A. Resolution – 2023/24 Final Budget for the General Operating Fund 212A
  - B. Resolution – 2023/24 Final Budget for the Capital Facilities Fund 212D
  - C. Resolution – 2023/24 Final Budget for the Pension Obligation Bond Fund 212E
  - D. Resolution – 2023/24 Final Budget for the Grants Fund 212G
  - E. Resolution – 2023/24 Final Budget for the Development Impact Fees Fund 212I
  - F. Resolution – 2023/24 Final Budget for the Leased Properties Fund 212L

- G. Resolution – 2023/24 Final Budget for the IGT Fund 212M
- H. Resolution – 2023/24 Final Budget for the Special Projects Fund 212S

**Recommendation:** Receive presentation and Adopt the Fiscal Year 2023/24 Budget Resolutions.

**Action:** Moved by Director Webber, seconded by Wood, and carried unanimously by roll call vote of members present to Adopt **Resolution 2023-049**, adopting the 2023/24 Final Budget for the General Operating Fund 212A.

**Action:** Moved by Director Webber, seconded by Wood, and carried unanimously by roll call vote of members present to Adopt **Resolution 2023-050**, adopting the 2023/24 Final Budget for the Capital Facilities Fund 212D.

**Action:** Moved by Director Wood, seconded by Costa, and carried unanimously by roll call vote of members present to Adopt **Resolution 2023-051**, adopting the 2023/24 Final Budget for the Pension Obligation Bond Fund 212E.

**Action:** Moved by Director Wood, seconded by Costa, and carried unanimously by roll call vote of members present to Adopt **Resolution 2023-052**, adopting the 2023/24 Final Budget for the Grants Fund 212G.

**Action:** Moved by Director Costa, seconded by Wood, and carried unanimously by roll call vote of members present to Adopt **Resolution 2023-053**, adopting the 2023/24 Final Budget for the Development Impact Fees Fund 212I.

**Action:** Moved by Director Wood, seconded by Costa, and carried unanimously by roll call vote of members present to Adopt **Resolution 2023-054**, adopting the 2023/24 Final Budget for the Leased Properties Fund 212L.

**Action:** Moved by Director Wood, seconded by Costa, and carried unanimously by roll call vote of members present to Adopt **Resolution 2023-055**, adopting the 2023/24 Final Budget for the IGT Fund 212M.

**Action:** Moved by Director Wood, seconded by Costa, and carried unanimously by roll call vote of members present to Adopt **Resolution 2023-056**, adopting the 2023/24 Final Budget for the Special Projects Fund 212S.

### 3. Bid Award – Power Loader/Gurney Replacement

*(BC Scott Perryman & EMS Captain Jeremy Crawford)*

**Recommendation:** Adopt Resolution approving a bid award to Stryker for the purchase of (30) Power Pro 2 Cots and (38) Power Loaders, utilizing a master cooperative purchasing agreement (RFB #2019-05) administered by the Savvik Buying Group.

**Action:** Moved by Director Wood, seconded by Sheetz, and carried unanimously by roll call vote of members present to adopt **Resolution 2023-057** approving a bid award to Stryker for the purchase of (30) Power Pro 2 Cots and (38) Power Loaders, utilizing a master cooperative purchasing agreement (RFB #2019-05) administered by the Savvik Buying Group.

4. **Election of Special District Representative to Sacramento Local Agency Formation Commission (LAFCO)**  
*(Board Clerk Marni Rittburg)*
- Recommendation:** Cast a vote for a candidate for the Special District Commission Seat No. 7 to LAFCo and Authorize the Board Clerk to submit the official ballot with the selected candidate and whether they should conduct future election proceedings electronically.
- Action:** Moved by Director Sheetz, seconded by Costa, and carried unanimously by members present to Cast a vote for Lindsey Carter for the Special District Commission Seat No. 7 to LAFCo.
- Action:** Moved by Director Sheetz, seconded by Webber, and carried unanimously by members present to answer **Yes to Question 1** - Does the District approve of LAFCo distributing electronic ballots to districts that wish to receive them electronically in the future?
- Action:** Moved by Director Sheetz, seconded by Wood, and carried unanimously by members present to answer **Yes to Question 2** - Does the District prefer to receive its ballot via e-mail and submit its vote electronically (via fax, email, or scanned ballot)?

## **REPORTS**

**1. PRESIDENT'S REPORT - (President Clark)**

No Report

**2. FIRE CHIEF'S REPORT - (Interim Chief Haverty)**

**1. Members**

- a. E32 B Shift: Captain Eric Alekman, Engineer Beau Levesque and FF Dylan Jensen

M32: FF/Paramedics Korey Mitchell and Justin Pagluica

Thank you to Station 32 crews for being proactive and exercising personal initiative in getting the station ready for the August 19<sup>th</sup> Open House. This internal team effort saved the District an approximate \$40,000, as the District did not have to outsource many of the revitalization projects needed to get the station ready for the event.

There was a great turnout at the event. A big thank you to all of the divisions, staff and CERT members for their help in putting together a successful event.

**2. New Hires**

Please join me in welcoming Kyle Macdonald who has been hired as a Legislative Analyst in the Planning and Development Division effective August 14. Kyle gave a brief hello to the board and personal history.

### **3. Promotion**

Please join me in congratulating Cynthia Hamilton who has been promoted to Administrative Specialist in the EMS Division effective September 5. Cynthia gave a brief hello to the board and personal history.

### **4. Recruitment**

#### a. Career Development Opportunities:

Human Resources is accepting letters of interest from the rank of Captain for a Training Day Captain assignment. Final filing date of September 8<sup>th</sup>, at 4 PM

#### b. The District is accepting:

- i. applications (internal/external) for the position of Paramedic with a final filing date of September 29 by 4 PM and
- ii. applications and letters of interest (internal/external) for the position of Operations Data Analyst in the Operations Division with a final filing date of October 13 by 4 PM.
- iii. letters of Interest (internal) for the position of Administrative Specialist in the CRRD Division with a final filing date of September 15 by 4 PM, and
- iv. letters of interest (internal) from non-probationary Firefighter/Paramedics and Paramedics for the position of MMP Drill Instructor with a final filing date of September 20 by 4 PM. The Drill Instructor position will be assisting Drill Master Fader with the 23-2 Metro Medic Program Academy Class, which is anticipated to start on October 9
- v. letter of interest (internal) for the position of EMS System Technician in the EMS Division with a final filing date of September 27 by 4 PM

### **5. Miscellaneous & Meetings**

- a. My meetings with the membership (45-day meeting goal) are still underway. I have met with the majority of members with approximately six meetings remaining. These have gone very well with great feedback. I look forward to hearing from the remainder of the membership.
- b. Congratulations to MMP 23-1, "Strength through Sacrifice", on their graduation from the academy. The graduation was well-attended, and the 18 MMPs are excited to start the new chapter of their career with Metro Fire.
- c. I have started to meet with our external stakeholders, and have participated in several meet-and-greets:
  - Supervisor Desmond
  - Chevon Kothari, Chief Deputy Director, Department of Social Services)
  - Sacramento County executives, electees and staff (County /Metro 2x2 meeting)

The meetings went very well, and we have a shared interest in being collaborative partners when discussing matters of mutual interest. I look forward to the remainder of meet-and-greets to come in the near future.

Additionally, Kyle Macdonald and I attended Rancho Cordova Area Chamber's Elected Officials Reception. Each year, over 120 community and business leaders participate in this event, and this year's event was no exception. There was a great turnout, and it provided attendees the opportunity to connect with other community leaders and discuss issues impacting our community.

- d. 9/11, marked the 22-year anniversary of the terrorist attacks. On that fateful day, the world witnessed the bravery and unwavering commitment of firefighters who rushed into danger to save lives. It's essential that we never forget the events of 9/11, the lives lost, and the lasting impact it has had on our profession and our country. I am humbled by the commitment we continue to demonstrate as a region in honoring the memories of those lost, and am extremely proud of the level of presence and participation by Metro Fire members at this year's 9/11 Stair Climb event.
- e. As you should be already aware, retired Assistant Chief Jim Hartley passed away on the evening of August 26. Chief Hartley suffered a fall at his home on August 14, and had been in ICU since the incident. For those of you who did not know Chief Hartley, he retired from Metro Fire in January of 2006 after 31+ years of service. The fire service and ability to serve has always been his passion. After his retirement from Metro Fire, he continued to serve the community by joining the El Dorado Hills FD as a board member, a position he held at the time of the incident.

A huge thank you to our members for assisting with service planning, and for providing day-of assistance and a Metro Fire family presence at Hartley's service and Celebration of Life. Please keep the Hartley family in your thoughts.

#### **OPERATIONS REPORT (*Deputy Chief Adam Mitchell*)**

##### **1. Fire Captain Tim Rodriguez and AC Josh Bischoff**

- A big thank you to Captain Scott Lohmeyer, Captain Aaron Wynne, Engineer Maurio Martinez, , and Firefighter Tyson Leighton who attended the memorial services for CalFire Captain Tim Rodriguez and Assistant Chief Josh Bischof and their families in Southern California on Monday August 21<sup>st</sup> and Thursday August 24<sup>th</sup>. Both members were lost in the aviation accident on August 6<sup>th</sup>. Having our members there to show

- our support to Captain Tim "T-Rod" Rodriguez's and AC Josh "Bish" Bischof's families, CalFire, and all of the extended fire service family means a lot to us all. Rest in Peace.
- In addition, we want to extend our condolences to contract pilot Tony Sousa's family and friends. He was also lost in the aviation accident.

## 2. FYSM Yoga

- Quick thank you to Coach Gallagher for facilitating a new FYSM Yoga program here at HQ on Tuesdays and Thursdays from noon to 1pm for all to participate.
- The instructor, Eugene, does a great job for those in attendance. I can attest that participating will definitely make you feel "alive".

## 3. Burn Institute

- Our members responded to a structure fire on Monday, August 21<sup>st</sup>. One of our firefighters unfortunately suffered a burn injury to their hand.
- The firefighter was transported to UC Davis for treatment.
- The firefighter received high quality professional treatment very quickly, and was released home to heal. The firefighter is doing well and is back to work effective today.
- A BIG thank you to the Burn Clinic for their continued high level of care for our members when the need arises, and the Firefighter's Pacific Burn Institute (Joe Pick this day) who pick up the phone when we call and are there for our members.

## 4. AMR Return on Investment Update

- We entered into a new contract on July 1<sup>st</sup>, 2023 that added two additional 12-hour AMR units into our EMS transport system. An additional duty in the contract was to have those units be available for patient consolidation at MSJ when APOT and system drawdown became an issue.
- Looking at the data for the last two months, we are able to draw a few initial conclusions:
  - i. These units are having a positive impact and have been reducing the workload on other units in the system.
  - ii. We are covering the cost of the new contract through cost recovery in billing for services.
  - iii. We have utilized the patient consolidation plan 6 different times in the past two months that have resulted in 12 units being released back into the system. A vast majority of those units ended up on another call for service during the time their patient was still awaiting a bed at the ED.
- We will continue to monitor the data and provide updates as more time passes and sample size improves.

## **ADMINISTRATIVE REPORT (Chief Development Officer Jeff Frye)**

Good Evening Directors. Good to be with you. Just wanted to highlight a couple of items for your awareness from the Administration branch.

### **1. From Human Resources**

9.14.2023 Board Meeting Action Summary Minutes

Page 7 of 12

1. TPA Contract: HR is still meeting weekly with the new TPA's transition team. Go live date is anticipated for November 1st.
2. Backgrounds: 9 paramedics in backgrounds for October 9th Academy. 23 FF/Paramedics (15 external/8 internal) in backgrounds for January 16, 2024 Academy
3. Recruitments: Paramedic closes 9/29. Subsequent interviews scheduled for following three Thursdays. Data Analyst closes on 10/13. Two internal recruitments for Admin Specialist and EMS Systems Technician.

## **2. From Community Relations**

1. Successful open house at Firehouse 32. An estimated 500 community member attended.
2. Station dedication for Engineer Kyle Rutherford and Captain Mike Guzman on September 28th. Announcement with details has been released.
3. Metro Fire worked with California Special Association (CSDA), in collaboration with Sacramento Suburban Water District, to film a virtual tour of Metro Fire and Sac Suburban to highlight the need for water infrastructure funding. The video's intended target audience is state legislature.

## **3. From Finance**

1. Finance Fraud Investigation: Controller Ron Empedrad has initiated a financial fraud risk assessment that will involve personnel interviews and examining policies used by the Finance, IT, Logistics, Human Resources, and Purchasing divisions. Using tools developed by the Government Finance Officers of America, American Institute of Certified Public Accountants, and Association of Certified Fraud Examiners, the Controller will be looking for things like insufficient physical controls over assets, check tampering schemes, purchasing and billing schemes, payroll schemes, fraudulent financial reports, and theft of inventory and equipment. This financial fraud assessment was discussed with the Finance and Audit Committee in February and the Committee requested a report back in the fall. CFO O'Toole anticipates completion and presentation to the committee in October.

## **4. From Planning & Development**

1. Standard of Cover: Acknowledge Director Gould's request to get early access. We are working toward that goal. We have circulated these chapters to our SME group and 522's service delivery team. Thank colleagues for time and effort to provide some 250 comments. We will clean up and forward to Directors as soon as possible.

## **2. Meeting with County Social Services**

1. This is an initiative that came out of our strategic board workshop and several Director comments over the last several months. We have a need to improve communications with our community partners and stakeholders. Two departments within the County's Social Services branch are Health Services, to include Public Health, and Homeless Services & Housing. As we redevelop our community engagement

strategy one of my objectives is to establish "peer to peer" relationships. There's plenty of research to suggest these types of connections lead to better collaboration and problem solving. In that regard, we held a meet and greet with Chiefs House and Rudnicki along with Kyle Macdonald and myself. Some of the items we discussed were:

1. Board's directive to use data in the decision making process. We asked them to review our data metrics in the risk assessment in the SOC related to MIH and homelessness.
2. Better access to alternative funding at State and Federal level for MIH. They have similar challenges and we discussed partnering on these issues moving forward.
3. Partnering on legislation to extend and expand the use of MIH to reduce call volume and wait times at hospitals.
4. Coordination meeting for 1st due apparatus at Stay Safe sites at Florin and Watt. Both these sites will be operated by third parties and have experience working with local fire departments on these issues.
5. Getting info packets to the crews about homeless navigation resources available.

### 3. Meeting with Rancho Cordova

1. Erin Castleberry and I met with Rancho's Community Development Director and Planning Manager to discuss Metro's intent to purchase 3 acres in the Grant Line 220 project for a new station and the Zinfandel project. The meeting served as a "pre-pre application meeting". City staff is always helpful and they are good to work with.
5. End of report.

## SUPPORT SERVICES REPORT (*Deputy Chief Tyler Wagaman*)

### **Facilities:**

- Station 32 landscape project - special thanks to FF Mitchell for his tractor work and Capt. Matteoli for spearheading the project. 15 yards of rock and 80 yards of bark delivered. This made for a fantastic background during the station 32 open house last weekend.
- Station 27 AC repair - Aldrey Almeria expeditiously repaired the ac unit in the middle of a heatwave.
- Sheetrock, tape texture paint complete at 101
- Sheetrock, tape, texture paint, cabinets and counter tops compete at 105
- Both 101 and 105 should be completed by end of month

### **Fleet:**

- **Squad** - new specifications received and are under final review
- **3 new type I Engines** – station 106, 65 and 51 will be receiving new engines. Congrats to the citizens on Arden/Arcade, Gold River and Florin.

- **5 new ambulances** – M62, M65, M111, M24 has already gone into service going into service tomorrow morning.
- **Pierce trip** – Volterra overview and demonstration
  - Same Velocity and Enforcer platform, but with a smaller engine, added 18" battery space and combination driver motor
  - EMIVT Electro-Mechanical Infinitely Variable Transmission
  - Partnered with Madison WI. (concept), Seattle WA. (call volume) and Gilbert AZ. (heat). Next will Canada (cold)
  - **Charging** - depends agency needs – three options
    - Slow 240v 9.6 kW 50amp = 2 days
    - Medium 480v 3 phase 50kW 100amp = 5 hours
    - Fast charger = 480v 3 phase 150kW 250amp = 90 mins
  - **Training** - EVT Electric Vehicle Technician – three step process
    - Familiarization class 2 days
    - High voltage orientation 3 days
    - High voltage training 3 days

**Communications:**

- Collaborating with Sac County DOT on a SMART Cities Grant opportunity to trial Cloud Based Emergency Vehicle Preemption in efforts to reduce unit response times and create safer intersections for our members.
- Recently finished the Communications Equipment installs on Six (6) new Ambulances. Starting the Communications Equipment install on Three (3) new Type I Engines that were recently delivered to Fleet
- Working with the Facilities Division on Stations 101 & 105 projects to replace alerting equipment that was damaged the kitchen fires. Also adding Appliance Control Devices at those stations that will automatically shut off the gas stove when the station receives an alert.

**IT:**

- Increasing our cybersecurity presence
- Developing more cybersecurity training for all members
- Installing phase 3 of our fire station access control project at fire stations leveraging a SHSGP GRANT

**3. SMFD – FIREFIGHTERS LOCAL 522 REPORT (Captain Sean Scollard for Vice President Matt Cole)**

Captain Scollard reported there was a great turn out to the memorial 9/11 stair climb. Captain Scollard stated the total number of FDNY members who have succumbed to post-9/11 illnesses is 342, which is nearly equal to the number of firefighters killed in the Twin Towers on the day of the attacks. The Fallen Fire Fighter National Memorial in Colorado Springs is taking place and we have members there now and more will be heading there tomorrow and Engineer Kyle Rutherford will be going on the wall. In addition, on October 14, 2023, the

California Firefighters Memorial will be taking place in Sacramento. Engineer Kyle Rutherford and Retired Captain Jeffrey Vitti's names will be added to the wall this year.

#### **4. COMMITTEE AND DELEGATE REPORTS**

*All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.*

##### **A. Executive Committee – (President Clark)**

Next Meeting: TBD

No Report.

##### **B. Communications Center JPA – (AC Greene)**

**The Communications Center JPA Board met on August 22 for its Regular Board meeting and took the following actions:**

- Approval of FY23/24 planned expenditures for Information Technology related items including laptops, IT Back-up Implementation, VHF Simulcast proposal, and PulsePoint subscription renewal.

**The Communications Center JPA Board met on September 12 for its Regular Board meeting and took the following actions:**

- Approved renewal of the GIS support block through AXIM for GIS support.
- Approved the 2030 Strategic Blueprint and Growth Strategy and adopted Resolution 23-03 accepting SRFEC's 2023 Strategic Plan.

**The Communications Center JPA Board will meet next on September 26, 2023 for its regularly scheduled meeting.**

##### **C. Finance and Audit Committee – (Director Wood)**

Next Meeting: September 28, 2023 at 5:00 PM

All items were approved during our last meeting.

##### **D. Policy Committee – (Director Costa)**

9/14/23 Meeting Cancelled; Next Meeting: October 12, 2023

No Report.

#### **BOARD MEMBER QUESTIONS AND COMMENTS**

Director Costa thanked staff for the fantastic presentations tonight. Thanked Chief House for the leadership.

Director Sailors announced this Saturday in downtown Rio Linda will be holding it's Country Fair. Director Sailors requested that the Board agenize an issue in her area concerning service delivery and water tender 116 which was brought up by constituent Mr. Glover.

Director Wood thanked Captain Sean Scollard for his report and his comments and the horrific fact that we have lost 342 firefighters due to and since the events on 9/11. Over the last 22 they have had to fight to get the treatment they deserve. Look deep into the issues when you vote to see who is supporting or opposing your brothers and sisters on this issue.

Director Sheetz congratulated the MMP graduates, and employees promoted and for the great event at Station 32.

President Clark thanked staff for their great reports tonight. He tanked Chief House for his great leadership.

#### **CLOSED SESSION:**

The Board recessed to Closed Session at 8:03 p.m. on the following matter:

**1. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION § 54956.9 (A) –  
ONE (1) MATTER OF WORKERS COMPENSATION COMPROMISE AND RELEASE**

Roger Ferenc and the Sacramento Metropolitan Fire District

Claim #4A1603K1X0M-0001 – Workers Compensation Settlement Authority –

Breanna Owen with Lenahan, Slater, Pearse & Majernik, LLP

**Action:** Moved by Director Wood, seconded by Sheetz, and carried unanimously by roll call vote of members present to provide authority to its third-party administrator to settle the claim.

#### **CLOSED SESSION REPORT OUT**

The board reconvened to open session at 8:17 p.m. and General Counsel Lavra reported the Board provided authority to its third-party administrator to settle the Workers Compensation claim.

To view the video of the meeting, please visit the Metro Fire Website or our YouTube channel:

<https://metrofire.ca.gov/2023-09-14-board-meeting>

[https://www.youtube.com/channel/UC9t-uKlc\\_oOUGNrmogdQ\\_QA](https://www.youtube.com/channel/UC9t-uKlc_oOUGNrmogdQ_QA)

#### **ADJOURNMENT**

The meeting was adjourned at 8:18p.m.

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D'Elman Clark, President

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Ted Wood, Secretary

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Marni Rittburg, CMC, Board Clerk



ADAM A. HOUSE  
Fire Chief

## Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

**DATE:** October 12, 2023  
**TO:** Board of Directors  
**SUBJECT:** Bid Award – Station Access Control (Phase 3)

### TOPIC

Request to approve a bid award to Access Systems Inc. for the Station Access Control (Phase 3) project.

### BACKGROUND

On May 25, 2023, the Sacramento Metropolitan Fire District's (District) Board of Directors accepted a FY2022 State Homeland Security Grant (SHSGP) award in the amount of \$199,990 to fund the third and final phase of a Fire Station Access Control project for the installation of controlled access systems at several fire stations in order to enhance station security.

### DISCUSSION

The District has standardized the controlled access systems used District-wide and Access Systems, Inc. is the vendor that exclusively installs and services/monitors the hardware and system for the entire District. Utilizing multiple vendors for multiple different systems is not operationally feasible and would increase operational costs. For this reason, staff has submitted a Request for Exception to Formal Solicitation Process, in accordance with the District's Purchasing and Contracting Policy. The agreement the District has negotiated with the vendor is consistent with previously awarded contracts for similar scope of work, and covers installation of controlled access systems at 15 fire stations.

### FISCAL IMPACT

The final cost for the Station Access Control – Phase 3 project is \$199,990 and will be funded entirely through the SHSGP22 grant award.

### RECOMMENDATION

Staff recommends the Board adopt a resolution to approve the Request for Exception to Formal Solicitation Process and award a contract to Access Systems, Inc.

Submitted by:

A handwritten signature in blue ink, appearing to read "Erin Castleberry".  
\_\_\_\_\_  
Erin Castleberry  
Administrative Analyst

Approved by:

A handwritten signature in blue ink, appearing to read "Jeff Frye".  
\_\_\_\_\_  
Jeff Frye  
Chief Development Officer

### ATTACHMENTS:

- Attachment 1: Request for Exception to Formal Solicitation Process
- Attachment 2: Resolution – Bid Award – Station Access Control (Phase 3)



# Sacramento Metropolitan Fire District

HEADQUARTERS: 10545 Armstrong Ave. • Mather, CA, 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

Website: [www.metrofire.ca.gov](http://www.metrofire.ca.gov)

PURCHASING: 3012 Gold Canal Dr. • Rancho Cordova, CA, 95670 • Phone (916) 859-4360 • Fax (916) 859-3729

ADAM A. HOUSE  
Fire Chief

## REQUEST FOR EXCEPTION TO FORMAL SOLICITATION PROCESS and DISCLOSURE STATEMENT

**Purchase Description:** Station Access Control - Phase 3

**Proposed Vendor:** Access Systems, Inc.

**Estimated Total Cost:** \$ 199,990

This form must accompany the vendor quote document whenever an exception to the formal solicitation process is requested. State and local laws subject the Sacramento Metropolitan Fire District to competitive bidding rules. Requests for goods and/or services from a specific vendor or that are limited to a specific brand, where substitutes to the recommended vendor or brand are not in the best interest of the District, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable. The employee signing the justification must disclose in writing whether or not they have a potential or actual conflict of interest. Metro Fire employees who have a business relationship with or financial or personal interest in the recommended vendor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent and branch Deputy Chief will determine whether the justification is appropriate. Requests for exceptions to the formal solicitation process must be supported by factual statements that will pass an audit and must be submitted to the Board of Directors for final review and approval.

1. Please check all applicable categories below and provide additional information where indicated.

- a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment:

Manufacturer/Model Number:

Age:

Current Estimated Value:

- b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.
- c. I have standardized the requested product, and the use of another brand/model would require considerable time and funding to evaluate.

**REQUEST FOR EXCEPTION TO FORMAL SOLICITATION PROCESS AND DISCLOSURE STATEMENT**

- d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
- e. The requested product is used or demonstration equipment available at a lower-than-new cost.
- f. Repair/Maintenance service is available only from the manufacturer or designated service representative.
- g. Upgrade to or enhancement of existing software is available only from the manufacturer.
- h. Service proposed by vendor is unique, therefore, competitive bids are not available or applicable.
- i. Other factors

2. Provide a detailed explanation and pertinent documentation for **each** category checked in Section 1 above. Attach additional sheets if necessary:

The District has standardized the controlled access systems used District-wide and Access Systems, Inc. is the vendor that exclusively installs and services/monitors the hardware and system for the entire District. Utilizing multiple vendors for multiple different systems is not operationally feasible and would increase operational costs.

- 3. Was an evaluation of other equipment, products, or services performed?  Yes  No  
If yes, please provide all supporting documentation.
- 4. List below the name of each individual who was involved in the evaluation, if conducted, and/or in making the recommendation to procure this product or service. Attach additional information if necessary. **Each individual must submit a completed and signed Disclosure Statement (attached).**

1. Mat Roseberry

2.

3.

4.

I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

Matthew Roseberry  
Signature

Director, Information Technology

Mat Roseberry  
Printed Name

Budget Officer Title

9/20/23  
Date

  
Branch Deputy Chief Signature

Approval

Tyler Wagaman 9/20/23

Printed Name

Date Page 2 | 3

REQUEST FOR EXCEPTION TO FORMAL SOLICITATION PROCESS AND DISCLOSURE STATEMENT



**DISCLOSURE STATEMENT TO ACCOMPANY  
REQUEST FOR EXCEPTION TO FORMAL SOLICITATION PROCESS**

When submitting a request for an exception to the formal solicitation process, each individual involved in evaluating and/or in making a recommendation to purchase the proposed good/service must complete, sign, and submit this Disclosure Statement. Filing an annual statement of economic interest does not exempt an employee from this requirement. Attach additional information if necessary.

**Purchase Description:** Station Access Control - Phase 3

**Proposed Vendor:** Access Systems, Inc.

1. Please list any income or gifts you received from this vendor during the past 12 months:  
None
2. Please list any financial interests (stocks, shares, investments, etc.) you have in this vendor:  
None
3. Do you have any other type of business or personal relationship with this vendor?  
None
4. To the best of your knowledge, does any member of your departmental staff have a business or personal relationship with this vendor?  
None
5. Do you or any of your near relatives have any financial or personal interest in this vendor? If yes, please describe.  
None
6. Please provide any additional information you believe should be disclosed at this time:  
Not applicable.

I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

*Mathew Roseberry*

Signature

Mat Roseberry

Director, Information Technology

Title

9/20/23

Printed Name

Date

**SACRAMENTO METROPOLITAN FIRE DISTRICT  
PUBLIC WORKS PROJECT AGREEMENT**

This Agreement, dated as of October 12, 2023, is by and between the Sacramento Metropolitan Fire District ("DISTRICT"), and Access Systems, Inc. ("CONTRACTOR"), hereinafter collectively referred to as the "Parties". This Agreement will be effective upon final execution by the Parties.

**RECITALS**

**WHEREAS**, the DISTRICT was awarded a FY2022 State Homeland Security Grant Program ("SHSGP") award for the installation of controlled access systems at multiple fire station locations through the DISTRICT ("Project"); and

**WHEREAS**, the DISTRICT has selected the CONTRACTOR to complete the PROJECT; and

**WHEREAS**, the CONTRACTOR is professionally qualified and eligible to complete the work of the Project and agrees to complete such work in accordance with the Contract Documents, including the terms and conditions set forth herein.

**NOW, THEREFORE**, the Parties agree as follow;

**1. HEADINGS**

Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

**2. EXHIBITS**

Exhibits A, B, C, D and E are attached hereto and included by reference.

**3. CONTRACT DOCUMENTS**

This Agreement consists of the following documents ("Contract Documents"), all of which are incorporated herein and made a part of this Agreement as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:

- a) This Agreement, any amendments hereto, and any change orders signed by authorized representatives of the DISTRICT and the CONTRACTOR;
- b) Exhibit A: Scope of Work;
- c) Exhibit C: Standard Conditions – State Homeland Security Grant Program Funded Projects;
- d) Exhibit D: Supplemental Conditions – Davis Bacon and Related Acts;
- e) Exhibit E: Wage Decision CA 20230019 09/29/2023.

**4. INTERPRETATION OF CONTRACT DOCUMENTS**

Any questions concerning intent or meaning of any provision of the Contract Documents must be submitted to the DISTRICT for issuance of an interpretation and/or decision by the DISTRICT, in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other method concerning the Contract Documents will not be binding on the DISTRICT. The decision of the DISTRICT shall be final.

**5. SCOPE OF WORK**

The CONTRACTOR agrees to perform all services described in Exhibit A, in accordance with the Contract Time described in Section 6.0, for payment pursuant to Exhibit B, and in accordance with the terms and conditions of this Agreement and those supplemental conditions described in Exhibits C, D, and E, incorporated herein by reference.

The CONTRACTOR shall furnish all equipment, tools, apparatus, facilities, materials, labor, and skill necessary to perform and complete, in a good and workmanlike manner, the Project in accordance with the Contract Documents (as defined herein) and applicable law.

**6. CONTRACT TIME**

The CONTRACTOR must complete the Project in accordance with the Contract Documents within 365 calendar days from the date of this Agreement ("Contract Time"). The CONTRACTOR represents to the DISTRICT that the Contract Time is reasonable for completing the Project and that the CONTRACTOR is able to complete the Project within the Contract Time. Remedies for failure to timely complete the Project shall be in accordance with the Contract Documents.

The CONTRACTOR shall not, except by agreement or instruction of the DISTRICT in writing, commence operations on the Project site(s) or elsewhere prior to the effective date of insurance required by this Agreement to be furnished by the CONTRACTOR. The dates of commencement and Final Completion of the Project shall not be changed by the effective date of such insurance.

The CONTRACTOR shall proceed expeditiously with adequate forces and shall achieve Final Completion of the Project within the Contract Time. If the DISTRICT determines and notifies the CONTRACTOR that the CONTRACTOR's progress is such that the CONTRACTOR will not achieve Final Completion of the Project within the Contract Time, the CONTRACTOR shall immediately and at no additional cost to the DISTRICT, take all measures necessary, including working such overtime, additional shifts, weekends, or holidays as may be required to ensure that the Project is fully completed within the Contract Time. Upon receipt of such notice from the DISTRICT, the CONTRACTOR shall immediately notify the DISTRICT of all measures to be taken to ensure Final Completion of the Project within the Contract Time. The CONTRACTOR shall reimburse the DISTRICT for any extra costs or expenses (including the reasonable value of any services provided by the DISTRICT's employees) incurred by the DISTRICT as the result of such measures.

The terms and conditions of this Agreement, which relate to indemnification and other related matters, shall survive the expiration of this Agreement.

**7. CONTRACT PRICE**

As full compensation in consideration of completion of the Project in accordance with the Contract Documents, and in consideration of the fulfilment of all of the CONTRACTOR's obligations under the Contract Documents, the DISTRICT will pay to the CONTRACTOR in lawful money of the United States the total price of \$199,990.

For work performed in accordance with this Agreement, payments shall be made to the CONTRACTOR as provided in Exhibit B hereto.

**8. TAXES**

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

**9. INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Agreement; it being understood and agreed that the CONTRACTOR is at all times an independent contractor, and can perform work for others. The CONTRACTOR is not the agent or employee of the DISTRICT in any capacity whatsoever and the DISTRICT shall not be liable in any manner for any acts or omissions by the CONTRACTOR or for any obligations or liabilities incurred by the CONTRACTOR, its employees, or agents.

Neither the CONTRACTOR, nor its agents or employees shall have any claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

The CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees, and the CONTRACTOR agrees to indemnify and hold the DISTRICT harmless from any and all liability which the DISTRICT may incur because of the CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, the CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents, and/or employees of the DISTRICT.

The CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which the CONTRACTOR is engaged in the geographical area in which the CONTRACTOR practices its profession.

Notwithstanding the foregoing, if the DISTRICT in its discretion determines that pursuant to state and federal law the CONTRACTOR is an employee for purposes of income tax withholding, DISTRICT may upon two (2) weeks' notice to the CONTRACTOR, withhold from payments otherwise due to the CONTRACTOR hereunder federal and state income taxes and to pay said sums to the federal and state governments.

**10. CONFLICT OF INTEREST**

The CONTRACTOR covenants that it presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which has any interest adverse or potentially adverse to the DISTRICT, as determined in the reasonable judgment of the Board of Directors of the DISTRICT. Entering into this Agreement does not preclude the CONTRACTOR from working for others as long as the CONTRACTOR ensures that such work does not constitute a conflict of interest.

**11. ELIGIBILITY**

By executing the Agreement, the CONTRACTOR certifies that the CONTRACTOR is not ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Project. The CONTRACTOR shall hold harmless and indemnify the DISTRICT from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.

**12. INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT, its officers, directors, officials, employees, consultants, and volunteers from and against losses (including without limitation the cost of repairing defective work and remedying the consequences of defective work) arising out of, resulting from, or relating to the following:

- a) The failure of the CONTRACTOR or its subcontractors to perform its obligations under this Agreement
- b) The inaccuracy of any representation or warranty by the CONTRACTOR or its subcontractors given in accordance with or contained in the Contract Documents
- c) Any claim of damage or loss by any subcontractor against the DISTRICT arising out of any alleged act or omission of the CONTRACTOR or any other subcontractor, or anyone directly or indirectly employed by the CONTRACTOR or any subcontractor
- d) Any claim of damage or loss resulting from hazardous materials introduced, discharged, or disturbed by the CONTRACTOR or its subcontractors as required in the Contract Documents

The DISTRICT shall not be liable or responsible for any accidents, loss, injury (including death) or damages happening or accruing during the term of the performance of the work herein referred to or in connection therewith, to persons and/or property, and the CONTRACTOR shall fully indemnify, defend and hold harmless the DISTRICT and protect the DISTRICT from and against the same as provided above. In addition to the liability imposed by law upon the CONTRACTOR for damage or injury (including death) to persons or property by reason of the negligence of the CONTRACTOR, its officers, agents, employees/ or subcontractors, which liability is not impaired or otherwise affected hereby, the CONTRACTOR shall defend, indemnify, hold harmless, release and forever discharge the DISTRICT, its officers, directors, officials,

employees, consultants, and volunteers from and against and waive any and all responsibility of same for every expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any negligent act, omission, or willful misconduct of the CONTRACTOR, its officers, agents, employees, or any of its subcontractors, or anyone directly or indirectly employed by either of them or from the condition of the premises or any part of the premises while in control of the CONTRACTOR, its officers, agents, employees, or any of its subcontractors or anyone directly or indirectly employed by either of them, arising out of the performance of the work called for by this Agreement. The CONTRACTOR agrees that this indemnity and hold harmless shall apply even in the event of negligence of the DISTRICT, its officers, directors, officials, employees, consultants, and volunteers regardless of whether such negligence is contributory to any claim, demand, loss, damage, injury, expense, and/or liability; but such indemnity and hold harmless shall not apply (i) in the event of the sole negligence of the DISTRICT, its officers, directors, officials, employees, consultants, and volunteers; or (ii) to the extent that the DISTRICT shall indemnify and hold harmless the CONTRACTOR for hazardous materials pursuant to the Contract Documents.

In claims against any person or entity indemnified under this section that are made by an employee of the CONTRACTOR or any subcontractor, a person indirectly employed by the CONTRACTOR or any subcontractor, or anyone for whose acts the CONTRACTOR or any subcontractor may be liable, the indemnification obligation under this section shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

The indemnification obligations under this section shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The CONTRACTOR shall indemnify the DISTRICT from and against losses resulting from any claim of damage made by any separate contractor against the DISTRICT arising out of any alleged acts or omissions of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

The CONTRACTOR shall indemnify separate contractors from and against losses arising out of the negligent acts, omissions, or willful misconduct of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

This DISTRICT shall provide to the CONTRACTOR reasonably, timely notification of the receipt of any third party claim relating to this Agreement.

These indemnity provisions shall survive any termination of the Agreement and/or the final performance of the Agreement by the CONTRACTOR.

**13. LIMITATION OF LIABILITY**

Under no circumstances will the CONTRACTOR be entitled to consequential damages for any loss of profit or damage to reputation. Under no circumstances will the CONTRACTOR be permitted to limit their liability to an amount less than one million (\$1,000,000.00) dollars. Under no circumstances will the CONTRACTOR be entitled to limit special or consequential damages claimed by the DISTRICT.

**14. NON-DISCRIMINATION**

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the DISTRICT's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or state constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the DISTRICT or in the employment practices of the DISTRICT's contractors.

Accordingly, the CONTRACTOR will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

15. **INSURANCE**

Within ten (10) days following the execution of this Agreement by the Parties, the CONTRACTOR shall furnish the DISTRICT with a certificate evidencing the insurance coverages outlined below. Copies of required endorsements must be attached to the provided certificates. It is the responsibility of the CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified below. All documents must be received and approved by the DISTRICT prior to the commencement of any services. Please note, the required coverages outlined below shall not limit the amount of coverage provided, but shall be the minimum requirements acceptable to the DISTRICT.

General Liability – shall be on an Occurrence basis, not a Claims Made basis. Minimum limits and structure shall be:

a) General Liability Aggregate:	\$2,000,000
b) Products Comp/Op Aggregate:	\$2,000,000
c) Personal & Adv Injury:	\$1,000,000
d) Each Occurrence:	\$1,000,000
e) Fire Damage:	\$100,000

Automobile Liability

- a) Commercial Automobile Liability (for corporate/business owned vehicles, including non-owned and hired vehicles) - \$1,000,000 Combined Single Limit
- b) Personal Lines Automobile Liability (for individually owned vehicles) - \$250,000 per person, \$500,000 each accident, \$100,000 property damage

Workers' Compensation and Employer's Liability

- a) Per Statute
- b) \$1,000,000 per accident for each accident
- c) \$1,000,000 for disease
- d) This policy shall be endorsed to waive the insurers' subrogation rights against the DISTRICT.

Additional Insured

- a) The DISTRICT, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR, products and completed operations of the CONTRACTOR, premises owned, occupied or used by the CONTRACTOR, or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the DISTRICT, its officers, directors, officials, employees, or volunteers.

Insurance policies shall include a provision for the DISTRICT to be given thirty (30) days prior written notice of cancellation and thirty (30) days written notice of any material change(s) requested by the policy holder of said insurance policies. The CONTRACTOR shall furnish documentary evidence of such policies and the renewal or continuance of such insurances within ten (10) business days of any expiration date(s) thereof during the life of this Agreement.

The DISTRICT will not be responsible for any deductible that may apply in any of the said insurance policies.

The CONTRACTOR covenants and agrees that the DISTRICT's insurance requirements shall not be construed to and in no manner limit or restrict the liability of the CONTRACTOR.

Certificates of Insurance shall be sent to:  
Sacramento Metropolitan Fire District  
Attn: Purchasing Division  
3012 Gold Canal Drive  
Rancho Cordova, CA 95670  
(916) 859-4372  
OR purchasing@metrofire.ca.gov

**16. SURETY**

Within ten (10) days following the execution of this Agreement by the Parties, the CONTRACTOR will be required to furnish to the DISTRICT a performance and payment bond in the amount equal to 100% of the contract value. Only bonds executed by admitted surety insurers satisfactory to the DISTRICT and that qualify as defined in the California Civil Procedures Code, Section 995.120 shall be accepted. The surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the contract value.

The performance and payment bond shall be sent to:  
Sacramento Metropolitan Fire District  
Attn: Purchasing Division  
3012 Gold Canal Drive  
Rancho Cordova, CA 95670  
(916) 859-4372  
purchasing@metrofire.ca.gov

**17. REVIEW OF CONTRACT DOCUMENTS**

If the CONTRACTOR and/or its subcontractors performs any work involving any error, inconsistency, or omission in the Contract Documents, without giving notice in writing to the DISTRICT and obtaining the written consent of the DISTRICT, the CONTRACTOR shall be responsible for the resultant losses, including, without limitation, the costs of correcting defective work.

**18. ITEMS NECESSARY FOR COMPLETION OF THE PROJECT**

Except as otherwise noted in the Contract Documents, the CONTRACTOR shall provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities and services necessary for the proper execution and timely completion of the Project in accordance with the Contract Documents.

**19. OWNERSHIP OF DOCUMENTS**

The Contract Documents and all copies thereof furnished to or provided by the CONTRACTOR are the property of the DISTRICT and are not to be used by the CONTRACTOR on any other work.

**20. CONFIDENTIALITY**

The CONTRACTOR agrees that any information, whether proprietary or not, made known or discovered during the performance of or in connection with this Agreement for the DISTRICT will be kept confidential and not be disclosed to any other person or entity except as required by law. The CONTRACTOR agrees to immediately notify the DISTRICT if it is requested to disclose to others any information made known or discovered during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective for five (5) years after the CONTRACTOR's termination of services to the DISTRICT hereunder.

**21. COMPLIANCE WITH APPLICABLE CODE REQUIREMENTS**

The CONTRACTOR and its subcontractors engaged in the performance of the Project shall conform to the following specific rules and regulations, as well as all other laws, ordinances, rules and regulations that are applicable to the Project.

- a) All laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over the DISTRICT, the CONTRACTOR, any subcontractor, the Project, the Project site(s), the Scope of Work, or the prosecution of the Scope of Work;

- b) All requirements of any insurance company issuing insurance required hereunder;
- c) The Federal Occupational Safety and Health Act (OSHA) and all other applicable code requirements relating to safety;
- d) Applicable titles in the State of California Code of Regulations;
- e) Applicable sections in the State of California Labor Code;
- f) All applicable code requirements relating to nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day.

Without limiting the foregoing, the CONTRACTOR shall comply with the provisions regarding nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day set forth in this Agreement.

The CONTRACTOR shall comply with and give notices required by all applicable code requirements, including all environmental laws and all notice requirements under the State of California Safe Drinking Water and Enforcement Act of 1986 (State of California Health and Safety Code Section 25249.5 and applicable sections that follow). The CONTRACTOR shall promptly notify the DISTRICT in writing if the CONTRACTOR becomes aware during the performance of the work that the Contract Documents are at variance with applicable code requirements.

If the CONTRACTOR performs work on the Project which it knows or should know is contrary to applicable code requirements, without prior written notice to the DISTRICT, the CONTRACTOR shall be responsible for such construction work and any resulting damages including, without limitation, the costs of correcting defective work.

**22. CONFORMITY WITH LAW AND SAFETY**

In performing services under this Agreement, the CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services performed.

**23. SAFETY OF PERSONS AND PROPERTY**

In accordance with generally accepted construction practices and applicable law, the CONTRACTOR shall be solely and completely responsible for conditions of the Project site(s), and shall take adequate precautions and provide adequate protection against damage, injury, or loss to the following:

- a) Employees and subcontractors involved in the Project and other persons who may be affected thereby;
- b) The Project in place and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody, or control of the CONTRACTOR or subcontractors;
- c) Other property at the Project site(s) and adjoining property.

This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the CONTRACTOR and the CONTRACTOR's privities and any other entities engaged in the performance of the Project shall be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Project. Neither the DISTRICT nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the CONTRACTOR, the CONTRACTOR's privities or other entities engaged in the performance of the Project.

The CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Project, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities. The CONTRACTOR shall provide and maintain any other necessary systems or devices required to secure safety of life or property at the Project site(s) in accordance with accepted standards of the industry and applicable law. The CONTRACTOR shall maintain during all night hours sufficient lights to prevent accident or damage to life or property.

The CONTRACTOR shall not load or permit any part of the Project or the Project site(s) to be loaded so as to endanger the safety of persons or property. When use or storage of explosives, other hazardous materials, equipment, or unusual methods are necessary for execution of the Project, the CONTRACTOR shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel.

In such instance where the CONTRACTOR's scope of work includes the abatement and removal of hazardous materials found anywhere on or within the Project site(s), the CONTRACTOR shall comply with all laws, including, without limitation, the requirements of the Environmental Protection Agency and all jurisdictional agencies and all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and/or disposing of hazardous materials, including, but not limited to, removal, treatment, encapsulation, passivation, and/or disposal of the hazardous materials. If any notices to governmental authorities are required, the CONTRACTOR shall also give those notices at the appropriate times. The CONTRACTOR shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified. The CONTRACTOR's obligations under this section shall include signing (as the agent for the DISTRICT) any manifests required for the disposal of hazardous materials.

The CONTRACTOR shall designate a responsible member of the CONTRACTOR's organization at the Project site(s) whose duty shall be the prevention of accidents. That person shall be the superintendent, unless otherwise designated by the CONTRACTOR in writing to the DISTRICT.

**24. USE OF DISTRICT PROPERTY**

The CONTRACTOR shall not use DISTRICT property (including equipment, instruments, and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

**25. USE OF PROJECT SITE(S)**

The CONTRACTOR shall confine operations at the Project site(s) to areas permitted by law, ordinances, permits, and the Contract Documents. The CONTRACTOR shall not unreasonably encumber the Project site(s) with materials or equipment. Personnel of the CONTRACTOR and subcontractors shall not occupy, live upon, or otherwise make use of the Project site(s) during any time that work is not being performed at the Project site(s), except as otherwise provided in the Contract Documents.

The CONTRACTOR shall keep the Project site(s) and surrounding areas free from accumulations of waste material and rubbish generated by the CONTRACTOR and its subcontractors. The CONTRACTOR shall remove all rubbish, tools, equipment, and surplus materials leaving the area "broom clean" upon completion of the Project. Trash and rubbish must be transported daily from the site and legally disposed of. Contaminated or dangerous materials must be removed and promptly disposed of if encountered. No materials may be burned, buried, or otherwise disposed of on site. Tools, equipment, and site protections measured are to be removed upon Project completion.

**26. STAGING**

The CONTRACTOR shall coordinate the preparation of construction staging areas on-site for the Project and the preparation of the site(s) for construction, including, but not limited to fencing, barricades, access parking, or other items reasonably necessary for efficient prosecution of the Project. The CONTRACTOR shall coordinate all required utility shut downs, road closures, traffic closures, and the like. The CONTRACTOR shall be responsible for the cost of temporary power used during the prosecution of the Project, including, but not limited to, the cost of installing such temporary wiring as may be required to bring power to the site. The CONTRACTOR shall also be responsible for the cost of all temporary construction and facilities necessary for the Project site(s).

**27. RIGHT OF ACCESS**

The DISTRICT and its authorized representatives will at all reasonable times while such office facilities are located at the Project site(s) (including, at a minimum, all times during which the work is performed), have access to any such site office facilities used by the CONTRACTOR and/or its subcontractors. With respect to the right of access of the DISTRICT and its authorized representatives, neither the CONTRACTOR nor its subcontractors shall have a reasonable expectation of privacy pursuant to the Fourth Amendment to the

United States Constitution or other applicable law concerning such site office facilities used by the CONTRACTOR and/or its subcontractors. Without exception, any and all Project related materials located at such site office facilities will be deemed at all times to be DISTRICT property subject to inspection and copying by the DISTRICT and its authorized representatives at all reasonable times while such facilities are located at the Project site(s) (including, at a minimum, all times during which the work is performed). Any interference by the CONTRACTOR or its subcontractors with the DISTRICT's rights of access and/or ownership pursuant to this section will constitute a material breach of the Agreement subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

28. **WORK HOURS**

The CONTRACTOR shall comply with any applicable noise ordinance and neither it nor its subcontractors shall undertake work on the Project site(s) other than at the times and sound level permitted by the noise ordinance.

29. **PARKING**

The CONTRACTOR shall organize its work in such a manner so as to minimize the impact of its operations on the surrounding community and on the operations of the DISTRICT. To the extent that the number of workers on the site(s) is likely to have an adverse impact on neighborhood parking, the CONTRACTOR shall develop a parking plan for those individuals working on the site(s) that is reasonably acceptable to the DISTRICT.

30. **PERSONNEL**

The CONTRACTOR shall at all times enforce strict discipline and good order among the CONTRACTOR's employees and may not employ on the Project any unfit person or anyone not skilled in the work assigned, or anyone incompetent or unfit for the duties of that person. When the DISTRICT determines that a CONTRACTOR's employee or subcontractor does not satisfy the requirements of this provision, upon notice from the DISTRICT, the CONTRACTOR shall ensure that employee performs no further work and is no longer present at the Project site. Any such employee shall not again be employed on the Project without the DISTRICT's approval.

31. **SUBCONTRACTING**

By execution of this Agreement, the CONTRACTOR certifies that no subcontractor included on the list of proposed subcontractors included in Exhibit A is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on the Project. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. The CONTRACTOR shall ensure that no debarred subcontractor receives any public money for performing the Project, and any public money that may have been paid to a debarred subcontractor for the Project is returned to the DISTRICT. The CONTRACTOR shall be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to perform on the Project.

The Agreement and the performance of the Project are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at California Public Contract Code Section 4100 and following. If the CONTRACTOR fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Project in excess of 0.5% of the Contract Value, the CONTRACTOR agrees that the CONTRACTOR is fully qualified to perform that portion of the Project with the CONTRACTOR's own forces, and that the CONTRACTOR will perform that portion of the Project with the CONTRACTOR's own forces. If, after the execution of this Agreement, the CONTRACTOR subcontracts, except as provided for in California Public Contract Code Sections 4107 or 4109, any such portion of the Project, the CONTRACTOR will be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111, including cancellation of the Agreement, assessment of a penalty of up to 10% of the amount of the subcontract, and disciplinary action by the Contractors State License Board.

Any portion of the Project performed for the CONTRACTOR by a first-tier subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require the subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the CONTRACTOR by the terms of the Contract Documents, to assume toward the CONTRACTOR all the obligations and responsibilities which the CONTRACTOR assumes towards the DISTRICT by the Contract Documents, and to perform such portion of the Project in accordance with the Contract Documents. Each such subcontract shall preserve and protect the rights of the DISTRICT under the Contract Documents, with respect to the work to be performed by subcontractor, so that subcontracting thereof will not prejudice such rights. Nothing contained in the any subcontract shall create any contractual relationship between any subcontractor and the DISTRICT. The CONTRACTOR shall also cause any first-tier subcontractor to incorporate the Contract Documents in any lower-tier subcontracts as described herein.

The CONTRACTOR is responsible for scheduling the work of subcontractors so as to avoid delay or injury to either work or materials. The CONTRACTOR shall be solely responsible for any delay or additional costs incurred as a result of its failure to provide adequate or accurate information to a subcontractor that results in improper submittals and/or work, or time or other impacts.

32. **PAYMENT TO SUBCONTRACTORS**

Attention is directed to the provisions in Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors. The CONTRACTOR shall return all monies withheld in retention from the subcontractor within thirty (30) days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in accordance with the terms and conditions of this Agreement. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by the CONTRACTOR or deficient subcontract performance or noncompliance by a subcontractor.

33. **RIGHT TO REFUSE PERSONNEL**

The DISTRICT reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the CONTRACTOR or its subcontractors. The CONTRACTOR's staff and/or subcontractors may be subject to the DISTRICT's background and drug testing processes at any time.

34. **PREVAILING WAGE**

In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Project shall constitute a legal day's work under the Agreement. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Project is limited to eight (8) hours during any one (1) calendar day, and forty (40) hours during any one (1) calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week is permitted upon compensation for all hours worked in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week at not less than one-and-one-half times the basic rate of pay.

The application of state prevailing wage rates when higher is required whenever federally funded or assisted projects are controlled or carried out by the DISTRICT. If there is a difference between the predetermined federal prevailing wage rate (see Exhibit E) and the state prevailing wage rate for similar classifications of work the higher rate must be paid. DISTRICT will not accept state or federal wage classifications, not specifically included in the federal and state minimum wage determinations.

The CONTRACTOR shall comply and shall ensure that all subcontractors, at any tier, comply with prevailing wage law pursuant to the State of California Labor Code, including but not limited to Section 1720 et seq. of the State of California Labor Code. Compliance with these sections is required by the Agreement. The work under the Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations (DIR).

The DIR has ascertained the general prevailing per diem wage rates in the locality in which the work is to be performed for each craft, classification, or type of worker required to perform the work. The

CONTRACTOR shall post a copy of the general prevailing per diem wage rates as well as job site notices as prescribed by regulation at the Project site(s). By this reference, such schedule is made part of the Contract Documents. The CONTRACTOR shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by the CONTRACTOR in the execution of the Project. The CONTRACTOR shall cause all subcontracts, at any tier, to include the provision that all subcontractors shall pay not less than the prevailing rates to all workers employed by subcontractors in the execution of the Project.

The CONTRACTOR shall forfeit to the DISTRICT, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the work done by the CONTRACTOR or any subcontractor. The amount of this penalty shall be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the contract value or sought directly from the surety under its Performance Bond if there are insufficient funds remaining in the contract value. The CONTRACTOR shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the work, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment shall be made pursuant to section 1742 of the California Labor Code.

If a subcontractor worker engaged in performance of the Project is not paid the general prevailing per diem wages by the subcontractor, the CONTRACTOR is not liable for any penalties therefore unless the CONTRACTOR had knowledge of that failure or unless the CONTRACTOR fails to comply with all of the following requirements:

- a) The contract executed between the CONTRACTOR and the subcontractor for the performance of part of the Project must include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
- b) The CONTRACTOR shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
- c) Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Project.
- d) Prior to making final payment to the subcontractor, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to employees engaged in the performance of the Project and any amounts due pursuant to California Labor Code Section 1813.

In accordance with California Labor Code Section 1777.5, the CONTRACTOR, on behalf of the CONTRACTOR and any subcontractors engaged in performance of the Project, shall be responsible for ensuring compliance with California Labor Code Section 1777.5, governing employment and payment of apprentices on public works contracts.

In case it becomes necessary for the CONTRACTOR or any subcontractor engaged in performance of the Project to employ on the work any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the DIR, the CONTRACTOR shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed by that person. The minimum rate thus furnished will be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

35.

#### CERTIFIED PAYROLL

In accordance with California Labor Code, the CONTRACTOR and all subcontractors engaged in performance of the Project, shall keep accurate payroll records 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 in performance of the Project. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of

perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request;
- b) A certified copy of all payroll records shall be made available for inspection upon request to the DISTRICT, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Department of Industrial Relations;
- c) A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of the CONTRACTOR or subcontractors. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by the DISTRICT shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR performing the work shall not be marked or obliterated.
- d) The CONTRACTOR shall file a certified copy of the payroll records with the entity that requested the records within ten (10) days after receipt of a written request.

The CONTRACTOR shall regularly submit electronic certified payroll records to the Labor Commissioner using the DIR's eCPR online system, in accordance with monitoring and enforcement requirements, no less frequently than monthly.

In the event of noncompliance with the requirements of this section or with the State of California Labor Code Section 1776, the CONTRACTOR shall have ten (10) days in which to comply following receipt of notice specifying in what respects the CONTRACTOR must comply. Should noncompliance still be evident after the ten (10) day period, the CONTRACTOR shall forfeit to the DISTRICT, as a penalty, \$100 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the contract value.

### 36.

#### **CHANGE ORDERS**

Change order requests for work that falls outside of the Scope of Work of this Agreement must be submitted in writing to the DISTRICT prior to the commencement of any work for which the change order applies. The DISTRICT reserves the right to reject any change order requests.

All change order requests shall itemize all cost impacts of the proposed change and include a total price for the change order. All change orders shall identify any change to the Project schedule or milestone delivery date(s) as a result of the proposed change.

Pricing for change orders shall be calculated by adding the itemized direct cost that would be added and credit for any work not performed under the change order and an allowance for indirect costs in accordance with this section. Itemization for direct costs for required labor must include the classifications of labor required, the total hours required for each classification, the hourly rate for each classification and other labor related costs such as liability and workers compensation insurance, social security, retirement and unemployment insurance. All other direct cost impacts must be itemized as appropriate, including the cost of any rental equipment, required materials, or supplies.

Indirect costs for a subcontractor added under a change order if the subcontractor performed the work may not exceed an allowance of fifteen (15) percent of the total subcontractor direct costs added under the change order. Indirect costs for the CONTRACTOR added under a change order if a subcontractor

performs the work shall not exceed seven (7) percent of the sum of the subcontractor's direct costs and indirect costs.

If the CONTRACTOR performs the change order work, the indirect costs for the CONTRACTOR added under change order may not exceed an allowance of fifteen (15) percent of the CONTRACTOR's total direct costs added under the change order. Such indirect cost allowances cover CONTRACTOR and subcontractor overhead and profit under the change order, and include the cost of insurance in addition to that required pursuant herein, bond premiums, superintendent labor, clerical labor, home office expenses, worksite office expenses, and utility costs under the change order. Such costs may not be itemized as direct costs under a change order. Indirect costs deducted under a change order will be calculated in exactly the same way as indirect costs added under a change order, except indirect costs deducted under a change order shall be calculated as an amount equal to three (3) percent of the total of combined CONTRACTOR and subcontractor direct costs deducted under the change order.

The CONTRACTOR shall be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the CONTRACTOR, any subcontractor engaged in the performance of the Project, any party supplying materials or equipment for the Project, or any third party that are incurred as a result of a proposed change order prior to the issuance of an approved change order executed by the DISTRICT in writing in accordance with this section.

The DISTRICT reserves the right to direct the prosecution of change order work while pricing is being negotiated and prior to the formal execution of the approved change order. In this instance, the DISTRICT shall provide such direction to the CONTRACTOR in writing.

37.

#### DELAY

The CONTRACTOR will not be held responsible for delays in performance of the Project caused by delay beyond the control of both the DISTRICT and the CONTRACTOR, such as by strikes, lockouts, or labor disturbances that are not within the control of the CONTRACTOR to resolve. This provision will not apply where the delay would not have occurred but for a previous CONTRACTOR caused delay in the prosecution of the Project.

The DISTRICT will not be liable to the CONTRACTOR, any subcontractor or other entity engaged in the performance of the Project, any supplier, or any other person or organization, or to any surety or employee or agent of any of them, for damages arising out of or resulting from delays beyond the control of the DISTRICT and the CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, earthquakes and acts of God or acts or neglect by utility owners or other contractors performing other work. An extension of the Contract Time in an amount equal to the time loss due to such delay(s) will be the Contractor's sole and exclusive remedy for such delay(s).

The CONTRACTOR shall not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such delays are caused by the failure of the CONTRACTOR or any subcontractor or other entity engaged in performance of the Project to perform the work in accordance with the Contract Documents.

The CONTRACTOR will not be entitled to damages for delay to the Project caused by the following, which the DISTRICT and the CONTRACTOR agree will be deemed for purposes of California Public Contract Code Section 7102 either not caused by the DISTRICT, and/or within the contemplation of the DISTRICT and the CONTRACTOR, and/or reasonable under the circumstances:

- a) Exercise of the DISTRICT's right to sequence the Project in a manner that would avoid disruption to the DISTRICT and other contractors based on: the failure of the CONTRACTOR or any subcontractor or other entity engaged in the performance of the Project to perform the work in accordance with the Contract Documents, enforcement by the DISTRICT or any other governmental agency of competent jurisdiction of any government act or regulation, or enforcement by the DISTRICT of any provisions of the Agreement.

- b) Requests for clarification or information concerning the Contract Documents or proposed change orders or modifications to the Contract Documents, including extensive and/or numerous such requests for clarification or information or proposed change orders or modifications, provided such clarifications or information or proposed change orders or modifications are processed by the DISTRICT or its representatives in a reasonable time in accordance with the Contract Documents.

**38. ADJUSTMENTS TO CONTRACT TIME FOR DELAY**

Either the DISTRICT or the CONTRACTOR may propose a change in the Contract Time for extensive and unreasonable delays that are purported to be caused by the DISTRICT and/or its privities. Such proposed changes in the Contract Time will constitute change order proposals subject to the terms and conditions in this Agreement. In accordance with the change order procedures, the DISTRICT and the CONTRACTOR may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing is in anticipation of cost impacts that may, but have not yet occurred, the DISTRICT will be obligated to pay the CONTRACTOR for such anticipated impacts in accordance with the Agreement and any applicable, approved change orders only to the extent the CONTRACTOR actually incurs the anticipated cost impacts. Notwithstanding anything to the contrary in the terms and conditions of this Agreement, the DISTRICT and the CONTRACTOR may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the DISTRICT and/or its privities subject to this provision. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the DISTRICT will be obligated to pay such daily rate or cap or lump sum only to the extent the CONTRACTOR actually incurs such cost impacts.

Extensions of the Contract Time will not be allowed for weather conditions that are consistent with the anticipated average number of rain days in the Sacramento area, established as follows (where measurable precipitation is equal to or greater than 0.1" in a 24-hour period):

January	7.5 days	July	0.0 days
February	9.0 days	August	0.0 days
March	6.0 days	September	0.0 days
April	4.5 days	October	2.0 days
May	3.0 days	November	5.5 days
June	0.5 days	December	7.0 days

Extensions of the Contract Time for delays due to adverse weather will be allowed only if the number of rain days (greater than 0.1" in a 24-hour period) for a consecutive 3-month period exceeds the respective 3-month average total specified above and the CONTRACTOR can demonstrate to the DISTRICT's reasonable satisfaction that such adverse weather caused actual delay in the timely completion of the Project. No extensions of the Contract Time will be granted for rain days in addition to those specified herein that do not or would not, themselves, result in failure to complete the Project in accordance with the Project schedule. An extension of the Contract Time in an amount equal to the time loss due to rain days will be the CONTRACTOR's sole and exclusive remedy for such delay(s).

Whenever the CONTRACTOR claims a delay for which the Contract Time may be extended, the CONTRACTOR shall request an extension of time within seven (7) calendar days of the start of the delay. The request must be in writing and shall include a Time Impact Analysis (TIA) that describes in detail the cause for the delay, impact of the delay on the milestone durations, and, if possible, the foreseeable extent of the delay. Failure of the CONTRACTOR to submit such a request with the specified time frame shall constitute a waiver by the CONTRACTOR of any request for extension, and no extension shall be granted as a consequence of such delay.

**39. SUSPENSION BY DISTRICT FOR CONVENIENCE**

The DISTRICT may, at any time and from time to time, without cause, order the CONTRACTOR, in writing, to suspend, delay, or interrupt the Project in whole or in part for such period of time, up to ninety (90) days, as the DISTRICT may determine, with such period of suspension to be computed from the date of delivery of the written order. Such order shall be specifically identified as a "Suspension Order" under this section. The Project may be stopped for such further period as the Parties may agree. Upon receipt of a Suspension

Order, the CONTRACTOR shall, at the DISTRICT's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Project covered by the Suspension Order during the period of stoppage. Within ninety (90) days after the issuance of the Suspension Order, or such extension to that period as is agreed upon by the CONTRACTOR and the DISTRICT, the DISTRICT shall either cancel the Suspension Order or delete the work covered by such Suspension Order by issuing a change order.

If a Suspension Order is canceled or expires, the CONTRACTOR shall continue with the Project. A change order will be issued to cover any adjustments of the contract value or the Contract Time necessarily caused by such suspension. Any Claim by the CONTRACTOR for an adjustment of the contract value or the Contract Time shall be made within twenty-one (21) days after the end of the suspension. The CONTRACTOR agrees that submission of its claim within said twenty-one (21) days is an express condition precedent to its right to arbitrate or litigate such a claim.

The provisions of this section shall not apply if a Suspension Order is not issued by the DISTRICT. A Suspension Order shall not be required to stop the Project as permitted or required under any other provision of the Contract Documents.

**40. LIQUIDATED DAMAGES**

Time is of the essence in this Agreement. The DISTRICT and the CONTRACTOR agree that it will be difficult and/or impossible to determine the actual damage which the DISTRICT will sustain in the event of the CONTRACTOR's failure to fully perform the Project or to fully perform all of the CONTRACTOR's obligations that have accrued pursuant to the Agreement by the Contract Time. Accordingly, the DISTRICT and the CONTRACTOR agree in accordance with California Government Code Section 53069.85 that the CONTRACTOR will forfeit and pay to the DISTRICT liquidated damages in the sum of \$1,000.00 per day for each and every calendar day completion of the Project and/or performance of all of the CONTRACTOR's obligations that have accrued pursuant to the Agreement is delayed beyond the Contract Time. The DISTRICT and the CONTRACTOR further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the Agreement was made, and that the DISTRICT may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the CONTRACTOR under the Agreement.

**41. SUBSTANTIAL COMPLETION**

Substantial Completion means the stage in the progress of the Project when the Project is complete in accordance with the Contract Documents, except only for completion of minor items which do not impair the DISTRICT's ability to occupy and fully utilize the Project for its intended purpose.

When the CONTRACTOR gives notice to the DISTRICT that the Project is substantially complete, unless the DISTRICT determines that the Project is not sufficiently complete to warrant an inspection to determine Substantial Completion, the DISTRICT will inspect the Project. If the DISTRICT determines that the Project is not substantially completed, the DISTRICT will prepare and give to the CONTRACTOR a comprehensive list of items to be completed or corrected before establishing Substantial Completion. The CONTRACTOR shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the CONTRACTOR to complete the Project in accordance with the Contract Documents. The DISTRICT will make an inspection to determine whether the Project is substantially complete.

**42. PUNCH LIST**

Once Substantial Completion has been determined, the CONTRACTOR shall conduct a site walk with the DISTRICT and prepare a punch list. The CONTRACTOR shall complete all punch list items within twenty-one (21) calendar days after the issuance of the punch list. The CONTRACTOR shall conduct follow-up punch walks as needed until all items have been completed to the satisfaction of the DISTRICT. The CONTRACTOR shall be the single point of contact for all punch list and warranty items and be responsible for all warranty items for the life of the Guaranty Period.

**43. FINAL COMPLETION**

All finished work will be subject to inspection and acceptance or rejection by the DISTRICT and any other government agencies having jurisdiction over the Project. Final Completion of the Project will be at the discretion of the DISTRICT.

Once all punch list work has been completed and upon notification from the CONTRACTOR that the Project is ready for final inspection, the DISTRICT will make such inspection. In evaluating the Project, no allowance will be made for deviations from the Contract Documents unless already approved in writing in accordance with the terms and conditions of this Agreement.

Prior to acceptance of the Project, the CONTRACTOR shall perform the final clean-up of the Project site(s) including, but not limited to, trash and debris disposal, glass cleaning, trash chutes, and street cleaning, as applicable.

Before the DISTRICT determines Final Completion, the CONTRACTOR must:

- a) Submit the final Application for Payment and all submittals required in accordance with this Agreement; and
- b) Submit all guarantees and warranties procured by the CONTRACTOR from subcontractors and all operating manuals for equipment installed in the Project, as applicable.

The DISTRICT will accept the Project in writing only when the Project has been fully completed to the DISTRICT's reasonable satisfaction and in accordance with the Contract Documents, including, without limitation, satisfaction of all punch list items and submittals of required documents. When the DISTRICT determines that the Project has reached Final Completion, a Notice of Completion will be sent in writing to the CONTRACTOR.

The fact that the work and materials have been inspected from time to time and that progress payments have been made shall in no way be construed as acceptance of any part of the Project and does not relieve the CONTRACTOR of the responsibility of replacing and making good any defective or omitted work or materials in accordance with the requirements of the Contract Documents.

Acceptance of final payment by the CONTRACTOR shall constitute a waiver of all claims, except claims for retention and claims previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final Application for Payment.

**44. GUARANTY**

The CONTRACTOR warrants to the DISTRICT that all materials and equipment furnished under this Agreement will be of good quality, new, and free of liens, claims, and security interests of third Parties; that the construction work will be of good quality and free from defects; and that the construction work will conform to the requirements of the Contract Documents. If required by the DISTRICT, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The CONTRACTOR guarantees the entirety of the Project for one (1) year from the date of Final Completion for the correction of defective work (Guaranty Period). Defective work is work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of the DISTRICT, or the requirements of any inspection, reference standard, test, or approval specified in the Contract Documents.

The CONTRACTOR shall (1) correct defective work that becomes apparent during the progress of the Project or during the Guaranty Period and (2) replace, repair, or restore to the DISTRICT's satisfaction any other parts of the Project and any other real or personal property which is damaged or destroyed as a result of defective work or the correction of defective work. The CONTRACTOR shall promptly commence such correction, replacement, repair, or restoration upon notice from the DISTRICT, but in no case later than ten (10) days after receipt of such notice; and the CONTRACTOR shall diligently and continuously prosecute such correction to completion. The CONTRACTOR shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such defective work, including additional testing and

inspection. The CONTRACTOR shall perform corrective work at such times that are acceptable to the DISTRICT and in such a manner as to avoid, to the extent practicable, disruption to the DISTRICT's operations.

If immediate correction of defective work is required for life safety or the protection of property and is performed by the DISTRICT or separate contractors, the CONTRACTOR shall pay to the DISTRICT all reasonable costs of correcting such defective work. The CONTRACTOR shall replace, repair, or restore to the DISTRICT's satisfaction any other parts of the Project and any other real or personal property which is damaged or destroyed as a result of such defective work or the correction of such defective work.

The CONTRACTOR shall remove from the Project site(s) portions of the Project and materials which are not in accordance with the Contract Documents and which are neither corrected by the CONTRACTOR nor accepted by the DISTRICT.

If the CONTRACTOR fails to commence correction of defective work within ten (10) days after notice from the DISTRICT or fails to diligently prosecute such correction to completion, the DISTRICT may correct the defective work; and, in addition, the DISTRICT may remove the defective work and store salvageable materials and equipment at the CONTRACTOR's expense.

If the CONTRACTOR fails to pay the costs of such removal and storage as required by this section within ten (10) days after written demand, the DISTRICT may, without prejudice to other remedies, sell such materials at auction or at private sale, or otherwise dispose of such material. The CONTRACTOR shall be entitled to the proceeds of such sale, if any, in excess of the costs and damages for which the CONTRACTOR is liable to the DISTRICT. If such proceeds of sale do not cover costs and damages for which the CONTRACTOR is liable to the DISTRICT, the contract value shall be reduced by such deficiency. If there are no remaining payments due the CONTRACTOR or the remaining payments are insufficient to cover such deficiency, the CONTRACTOR shall promptly pay the difference to the DISTRICT.

The CONTRACTOR's obligations under this section are in addition to and not in limitation of its Warranty in accordance with this Agreement or any other obligation of the CONTRACTOR under the Contract Documents. Enforcement of the CONTRACTOR's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies the DISTRICT may have under the Contract Documents or at law or in equity for defective work. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations of the CONTRACTOR under the Contract Documents. Establishment of the Guarantee to Repair Period relates only to the specific obligation of the CONTRACTOR to correct the defective work and in no way limits either the CONTRACTOR's liability for defective work or the time within which proceedings may be commenced to enforce the CONTRACTOR's obligations under the Contract Documents.

**45. ASSURANCE OF PERFORMANCE**

If at any time DISTRICT believes the CONTRACTOR may not be adequately performing its obligations under this Agreement or that the CONTRACTOR may fail to complete the services as required by this Agreement, DISTRICT may, at its option, request from the CONTRACTOR prompt written assurances of performance and a written plan acceptable to DISTRICT, to correct the observed deficiencies in the CONTRACTOR's performance. The CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of the receipt of DISTRICT request and shall thereafter diligently commence and fully perform such written plan. The CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time shall constitute grounds for termination pursuant to the terms and conditions of this Agreement.

**46. TERMINATION BY CONTRACTOR FOR CAUSE**

The CONTRACTOR shall have the right to terminate this Agreement only upon the occurrence of one of the following:

- a) Provided that the DISTRICT has not commenced reasonable action to remove any order of a court within the ninety (90) day period, the Project is stopped for ninety (90) consecutive days, through no act or fault of the CONTRACTOR, any subcontractor, or any employee or agent of the

- CONTRACTOR or any subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
- b) The DISTRICT fails to perform any material obligation under the Contract Documents and fails to cure such default within thirty (30) days, or the DISTRICT has not commenced to cure such default within thirty (30) days where such cure will require a reasonable period beyond thirty (30) days and diligently prosecutes the same to completion, after receipt of notice from the CONTRACTOR stating the nature of such default.
  - c) Repeated suspensions by the DISTRICT, other than such suspensions as are agreed to by the CONTRACTOR, which constitute in the aggregate more than 20% of the Contract Time.

Upon the occurrence of one of the events listed in above, the CONTRACTOR may, upon ten (10) days additional notice to the DISTRICT, and provided that the condition giving rise to the CONTRACTOR's right to terminate is continuing, terminate this Agreement.

Upon such termination by the CONTRACTOR, the DISTRICT shall pay to the CONTRACTOR the sum of the following:

- a) The amount of the contract value allocable to the portion of the Project properly performed by the CONTRACTOR as of the date of termination, less sums previously paid to the CONTRACTOR;
- b) Plus an amount equal to 5% of the difference between the contract value and the amount of the contract value allocable to the portion of the Project properly performed by the CONTRACTOR as of the date of termination;
- c) Plus previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Project;
- d) Plus any proven losses with respect to materials and equipment directly resulting from such termination;
- e) Plus reasonable demobilization costs;
- f) Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

Such payment will be the sole and exclusive remedy to which the CONTRACTOR is entitled in the event of termination of this Agreement by the CONTRACTOR pursuant to this section; and the CONTRACTOR will be entitled to no other compensation or damages and expressly waives the same.

#### **47. TERMINATION BY DISTRICT FOR CAUSE**

The DISTRICT will have the right to terminate this Agreement for cause at any time after the occurrence of any of the following events:

- a) The CONTRACTOR becomes insolvent or files for relief under the bankruptcy laws of the United States.
- b) The CONTRACTOR makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
- c) A receiver is appointed to take charge of the CONTRACTOR's property.
- d) The commencement or completion of any activity on the critical path is more than thirty (30) days behind the date set forth in the Contract Time for such activity, and which results in an inexcusable delay.
- e) The CONTRACTOR abandons the Project.

Upon the occurrence of any of the following events, the DISTRICT will have the right to terminate this Agreement for cause if the CONTRACTOR fails to promptly commence to cure such default and diligently prosecute such cure within five (5) days after notice from the DISTRICT, or within such longer period of time as is reasonably necessary to complete such cure:

- a) The CONTRACTOR persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Project in accordance with the Contract Documents.
- b) The CONTRACTOR fails to make prompt payment of amounts properly due subcontractors after receiving payment from the DISTRICT.

- c) The CONTRACTOR disregards applicable code requirements.
- d) The CONTRACTOR persistently or materially fails to execute the Project in accordance with the Contract Documents.
- e) The CONTRACTOR is in default of any other material obligation under the Contract Documents.
- f) The CONTRACTOR persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to in above, the DISTRICT may, at its election and by notice to the CONTRACTOR, terminate this Agreement and take possession of the Project site(s) and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR; accept the assignment of any or all of the subcontracts; and then complete the Project by any method the DISTRICT may deem expedient. If requested by the DISTRICT, the CONTRACTOR shall remove any part or all of the CONTRACTOR's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site(s) within seven (7) days of such request; and if the CONTRACTOR fails to do so, the DISTRICT may remove or store, and after ninety (90) days sell, any of the same at the CONTRACTOR's expense.

If this Agreement is terminated by the DISTRICT as provided in this section, the CONTRACTOR shall not be entitled to receive any further payment until the expiration of thirty-five (35) days after Final Completion and acceptance of the Project by the DISTRICT.

If the unpaid balance of the contract value exceeds the cost of completing the Project, including all additional costs and expenses made necessary thereby, including costs for the DISTRICT's staff time, plus all losses sustained, including any liquidated damages provided under this Agreement, such excess shall be paid to the CONTRACTOR. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the contract value, the CONTRACTOR shall pay such excess to the DISTRICT.

No termination or action taken by the DISTRICT after termination shall prejudice any other rights or remedies of the DISTRICT provided by law or by the Contract Documents upon such termination; and the DISTRICT may proceed against the CONTRACTOR to recover all losses suffered by the DISTRICT.

48.

#### **TERMINATION BY DISTRICT FOR CONVENIENCE**

The DISTRICT may, at its option, terminate this Agreement, in whole or from time to time in part, at any time by giving notice to the CONTRACTOR. Upon such termination, the CONTRACTOR agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the CONTRACTOR, the DISTRICT shall pay the CONTRACTOR as outlined below.

Upon receipt of notice of termination under this section, the CONTRACTOR shall, unless the notice directs otherwise, do the following:

- a) Immediately discontinue work on the Project to the extent specified in the notice.
- b) Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Project as is not discontinued.
- c) Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Project.
- d) Thereafter do only such work as may be necessary to preserve and protect work on the Project already in progress and to protect materials, plants, and equipment on the Project site(s) or in transit thereto.

Upon such termination, the obligations of this Agreement shall continue as to portions of the Project already performed and, subject to the CONTRACTOR's obligations outlined above, as to bona fide obligations assumed by the CONTRACTOR prior to the date of termination.

Upon such termination, the DISTRICT shall pay to the CONTRACTOR the sum of the following:

- a) The amount of the contract value allocable to the portion of the Project properly performed by the CONTRACTOR as of the date of termination, less sums previously paid to the CONTRACTOR;

- b) Plus an amount equal to 5% of the difference between the contract value and the amount of the contract value allocable to the portion of the Project properly performed by the CONTRACTOR as of the date of termination;
- c) Plus previously unpaid costs of any items delivered to the Project site(s) which were fabricated for subsequent incorporation in the Project;
- d) Plus any proven losses with respect to materials and equipment directly resulting from such termination;
- e) Plus reasonable demobilization costs;
- f) Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the CONTRACTOR is entitled in the event of termination of this Agreement by the DISTRICT pursuant to this section; and the CONTRACTOR will be entitled to no other compensation or damages and expressly waives same.

**49. DISPUTE RESOLUTION AND CONTINUANCE OF WORK**

In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. The CONTRACTOR or the DISTRICT may demand in writing an informal meet and confer conference to attempt to settle any matter in dispute. If the Parties are unable to settle the dispute, the matter shall be submitted to mediation, pursuant to the terms of California Public Contract Code 9204(d)(2)(B). Pending resolution of this dispute, the CONTRACTOR agrees to continue the Project diligently to completion. If the dispute is not resolved, the CONTRACTOR agrees it shall neither rescind this Agreement nor stop the progress of the Project. If the matter is not resolved after mediation, the CONTRACTOR's sole remedy shall be to submit such controversy to binding arbitration. Such arbitration shall be conducted in accordance with California Code of Civil Procedure 1280-1294.4 which provisions are expressly incorporated herein. The prevailing party shall be entitled, as part of its costs, to a reasonable attorney's fee to be fixed by the court or the arbitrator.

**50. ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS**

In accordance with California Public Contract Code Section 7103.5, the CONTRACTOR and any subcontractors offer and agree to assign to the DISTRICT all rights, title, and interest in and to all causes of action the CONTRACTOR or any subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this contract. This assignment shall be made and become effective at the time the DISTRICT renders final payment to the CONTRACTOR, without further acknowledgement by the Parties.

**51. CLAIMS**

In accordance with California Public Contract Code Section 20104.2, the following procedures apply to claims of \$375,000 or less between the CONTRACTOR and the DISTRICT.

- a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be delivered within twenty-one (21) calendar days after the occurrence of the event giving rise to such claim or within twenty-one (21) calendar days after the claimant first recognizes the condition giving rise to the claim, whichever is later. Failure to submit a claim within the specified time frame shall be reason to reject the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- b) For claims of less than fifty thousand dollars (\$50,000), the DISTRICT shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the DISTRICT may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the DISTRICT and the CONTRACTOR. The DISTRICT's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information, whichever is greater.

- c) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the DISTRICT shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the DISTRICT may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the DISTRICT and the CONTRACT. The DISTRICT's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information or requested documentation, whichever is greater.
- d) If the CONTRACTOR disputes the DISTRICT's written response, or the DISTRICT fails to respond within the time prescribed, the CONTRACTOR may so notify the DISTRICT, in writing, either within fifteen (15) days of receipt of the DISTRICT's response or within fifteen (15) days of the DISTRICT's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the DISTRICT shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- e) Following the meet and confer conference, if the claim or any portion remains in dispute, the CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the CONTRACTOR submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

In accordance with California Public Contract Code Section 20104.4, the following procedures apply to civil actions to resolve claims of \$375,000 or less between the DISTRICT and the CONTRACTOR:

- a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties. The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both Parties. If the Parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- b) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- c) Notwithstanding any other provision of law, upon stipulation of the Parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who is receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
- d) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

In accordance with California Public Contract Code Section 20104.6, the DISTRICT shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Agreement. In any suit filed under Public Contract Code Section 20104.4 concerning the Agreement, the DISTRICT shall pay interest at the legal rate on any arbitration award or judgment. Such interest shall accrue from date the suit was filed.

**52. CHOICE OF LAW**

The CONTRACTOR agrees that if a dispute arises in the performance of this Agreement the laws of the State of California will govern.

**53. ENTIRE AGREEMENT**

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between DISTRICT and the CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof.

**54. ACCESS AND RETENTION OF RECORDS**

The CONTRACTOR shall provide the DISTRICT and its designees, upon request, access to all records related this Agreement, and the CONTRACTOR shall maintain its records related to this Agreement for a period of not less than five (5) years after the final payment to the CONTRACTOR is made by the DISTRICT.

**55. MODIFICATION OF AGREEMENT**

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

**56. SEVERABILITY**

If any part of this Agreement or the application thereof is declared to be invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are deemed severable.

**57. SUCCESSORS AND ASSIGNS**

This Agreement is binding upon and inures to the benefit of the successor, executors, administrators, and assigns of each party to this Agreement, provided, however, that the CONTRACTOR shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the DISTRICT. Any attempted assignment without such consent shall be invalid.

**58. NOTICES**

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

**Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

To DISTRICT: Sacramento Metropolitan Fire District  
Attn: Erin Castleberry, Administrative Analyst  
10545 Armstrong Avenue, Suite 200  
Mather, CA 95655

To CONTRACTOR: Access Systems, Inc.  
Attn: Brandon Herd, President  
4947 Hillsdale Circle  
El Dorado Hills, CA 95762

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

**59. SIGNATORIES**

By signing this Agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year above written.

**DISTRICT:**

**CONTRACTOR:**

By:

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title:

Title: \_\_\_\_\_

Date:

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

**EXHIBIT A**  
**Scope of Work**

**1. SCOPE OF WORK**

The CONTRACTOR shall furnish all equipment, tools, apparatus, facilities, materials, labor, and skill necessary to perform and complete, in a good and workmanlike manner, the Project in accordance with the Contract Documents (as described below) and applicable law.

The Scope of Work for the Project is as follows:

- A. Station 22 (6248 Chestnut Avenue, Orangevale, CA 95662): CONTRACTOR will provide and install:

1. (1) Identiv MX4-SO3B Access Control Panel
2. (1) Altronix AL600ULAACM Lock Power Supply
3. (1) Identiv DS47L-SSP-HL Hi-Intensity Scramble Prox Card Reader
4. (1) Identiv MB5 Outdoor Scramble Prox Back Box
5. (2) Identiv MELM2 End of Line Resistor Pack
6. (1) Identiv 8110ABP0000 Proximity Card Reader
7. (2) Command Access CL180EU-24-L6-626 Cylindrical Lock
8. (2) Command Access ETH420 4.5x4.5 Electrified Door Hinge
9. (2) Don Jo Rp-14-2 Push Plate
10. (2) GRI 4405A Surface Mount Door Contact
11. (2) Yuasa 12vdc 7ahr Back-up Battery
12. All necessary *PLENUM* rated cable for a complete system
13. All necessary *EMT* conduit for exposed wire ways
14. Appliance cord with male plug for 120v receptacle installed by others

- B. Station 26 (8000 Palmerson Drive, Antelope, CA 95843): CONTRACTOR will provide and install:

1. (1) Identiv MX8-SO3B Access Control Panel
2. (1) Altronix AL600ULAACM Lock Power Supply
3. (1) Identiv DS47L-SSP-HL Hi-Intensity Scramble Prox Card Reader
4. (1) Identiv MB5 Outdoor Scramble Prox Back Box
5. (3) Identiv 8110ABP0000
6. (4) Identiv MELM2 End of Line Resistor Pack
7. (4) Command Access CL180EU-24-L6-626 Cylindrical Lock
8. (4) Command Access ETH420 4.5x4.5 Electrified Door Hinge
9. (4) Don Jo RP-14-2 Push Plate
10. (4) GRI 4405A Surface Mount Door Contact
11. (2) Yuasa 12vdc 7ahr Back-up Battery
12. All necessary *PLENUM* rated cable for a complete system
13. All necessary *EMT* conduit for exposed wire ways
14. Appliance cord with male plug for 120v receptacle installed by others

- C. Station 28 (8189 Oak Avenue, Citrus Heights, CA 95610): CONTRACTOR will provide and install:

1. (1) Identiv MX4-SO3B Access Control Panel
2. (1) Altronix AL600ULAACM Lock Power Supply
3. (1) Identiv DS47L-SSP-HL Hi-Intensity Scramble Prox Card Reader
4. (1) Identiv MB5 Outdoor Scramble Prox Back Box
5. (1) Identiv 8110ABP0000 Proximity Card Reader
6. (2) Identiv MELM2 End of Line Resistor Pack
7. (2) Command Access CL180EU-24-L6-626 Cylindrical Lock
8. (2) Keedex KDLA Door Cord
9. (2) Don Jo RP-14-2 Push Plates
10. (2) GRI 4405ASurface Mount Door Contact
11. (2) Yuasa 12vdc 7ahr Back-up Battery
12. All necessary *PLENUM* rated cable for a complete system
13. All necessary *EMT* conduit for exposed wire ways
14. Appliance cord with male plug for 120v receptacle installed by others

D. Station 50 (8880 Gerber Road, Sacramento, CA 95828): CONTRACTOR will provide and install:

1. (2) Identiv MX4-SO3B Access Control Panel
2. (2) Altronix AL600ULAACM Lock Power Supply
3. (1) Identiv DS47L-SSP-HL Hi-Intensity Scramble Prox Card Reader
4. (1) Identiv MB5 Outdoor Scramble Prox Back Box
5. (3) Identiv 8110ABP0000
6. (4) Identiv MELM2 End of Line Resistor Pack
7. (3) Command Access CL180EU-24-L6-626 Cylindrical Lock
8. (1) HES 960012/24 VDC Electric Door Strike
9. (1) Von Duprin 990NL-R/V Door Pull
10. (3) Keedex KDLA Door Cord
11. (3) Don Jo RP-14-2 push plates
12. (4) GRI 4405A Surface Mount Door Contact
13. (2) Yuasa 12vdc 7ahr Back-up Battery
14. All necessary *PLENUM* rated cable for a complete system
15. All necessary *EMT* conduit for exposed wire ways
16. Appliance cord with male plug for 120v receptacle installed by others

E. Station 55 (7776 Excelsior Road, Sacramento, CA 95829): CONTRACTOR will provide and install:

1. (1) Identiv MX2-SO3B Access Control Panel
2. (1) Altronix AL600ULAACM Lock Power Supply
3. (1) Identiv DS47L-SSP-HL Hi-Intensity Scramble Prox Card Reader
4. (1) Identiv MB5 Outdoor Scramble Prox Back Box
5. (1) Identiv MELM2 End of Line Resistor Pack
6. (1) Keedex KDLA Door Cord
7. (1) Command Access CL180EU-24-L6-626-REX
8. (1) Don Jo RP-14-2 Push Plate
9. (1) GRI 4405ASurface Mount Door Contact
10. (2) Yuasa 12vdc 7ahr Back-up Battery
11. All necessary *PLENUM* rated cable for a complete system
12. All necessary *EMT* conduit for exposed wire ways
13. Appliance cord with male plug for 120v receptacle installed by others

F. Station 58 (7250 Sloughhouse Road, Elk Grove, CA 95624): CONTRACTOR will provide and install:

1. (1) Identiv Mx4-SO3B Access Control Panel
2. (1) Altronix AL600ULAACM Lock Power Supply
3. (1) Identiv DS47L-SSP-HL Hi-Intensity Scramble Prox Card Reader
4. (1) Identiv MB5 Outdoor Scramble Prox Back Box
5. (2) Identiv 8110ABP0000 Proximity Card Reader
6. (3) Identiv MELM2 End of Line Resistor Pack
7. (3) Command Access CL180EU-24-L6-626 Cylindrical Lock
8. (2) Command Access ETH420 4.5x4.5 Electrified Door Hinge
9. (1) Keedex KDLA Door Cord
10. (3) Don Jo RP-14-2 Push Plate
11. (3) GRI 4405A Surface Mount Door Contact
12. (2) Yuasa 12vdc 7ahr Back-up Battery
13. All necessary *PLENUM* rated cable for a complete system
14. All necessary *EMT* conduit for exposed wire ways
15. All necessary Cordmate Wiremold for exposed wirepaths
16. Appliance cord with male plug for 120v receptacle installed by others

- G. Station 59 (7210 Murieta Drive, Rancho Murieta, CA 95683): CONTRACTOR will provide and install:
1. (1) Identiv Mx4-SO3B Access Control Panel
  2. (1) Altronix AL600ULAACM Lock Power Supply
  3. (1) Identiv DS47L-SSP-HL Hi-Intensity Scramble Prox Card Reader
  4. (1) Identiv MB5 Outdoor Scramble Prox Back Box
  5. (1) Identiv 8110ABP0000 Proximity Card Reader
  6. (2) Identiv MELM2 End of Line Resistor Pack
  7. (2) Command Access CL180EU-24-L6-626 Cylindrical Lock
  8. (2) Command Access ETH420 4.5x4.5 Electrified Door Hinge
  9. (2) Don Jo RP-14-2 Push Plate
  10. (2) GRI 180-12-W Recessed Mount Door Contact
  11. (2) Yuasa 12vdc 7ahr Back-up Battery
  12. All necessary *PLENUM* rated cable for a complete system
  13. All necessary *EMT* conduit for exposed wire ways
  14. All necessary Cordmate Wiremold for exposed wirepaths
  15. Appliance cord with male plug for 120v receptacle installed by others
- H. Station 65 (11201 Coloma Road, Gold River, CA 95670): CONTRACTOR will provide and install:
1. (1) Identiv MX4-SO3B Access Control Panel
  2. (1) Altronix AL600ULAACM Lock Power Supply
  3. (1) Identiv DS47L-SSP-HL Hi-Intensity Scramble Prox Card Reader
  4. (1) Identiv MB5 Outdoor Scramble Prox Back Box
  5. (3) Identiv MELM2 End of Line Resistor Pack
  6. (3) Keedex KDLA Door Cord
  7. (3) Command Access CL180EU-24-L6-626-REX Electrified Cylindrical Lock
  8. (3) Don Jo RP-14-2 Push Plate
  9. (3) GRI 4405A Surface Mount Door Contact
  10. (2) Yuasa 12vdc 7ahr Back-up Battery
  11. All necessary *PLENUM* rated cable for a complete system
  12. All necessary *EMT* conduit for exposed wire ways
  13. Appliance cord with male plug for 120v receptacle installed by others
- I. Station 102 (4501 Marconi Avenue, Sacramento, CA 95821): CONTRACTOR will provide and install:
1. (1) Identiv MX2-SO3B Access Control Panel
  2. (1) Altronix AL600ULAACM Lock Power Supply
  3. (1) Identiv DS47L-SPX-HL Hi-Intensity Scramble Prox Card Reader
  4. (1) Identiv MB5 Outdoor Scramble Prox Back Box
  5. (1) Identiv MELM2 End of Line Resistor Pack
  6. (1) Keedex KDLA Door Cord
  7. (1) Command Access CL180EU-24-L6-626-REX
  8. (1) Don Jo RP-14-2 Push Plate
  9. (1) GRI 4405ASurface Mount Door Contact
  10. (2) Yuasa 12vdc 7ahr Back-up Battery
  11. All necessary *PLENUM* rated cable for a complete system
  12. All necessary *EMT* conduit for exposed wire ways
  13. Appliance cord with male plug for 120v receptacle installed by others
- J. Station 106 (2200 Park Towne Circle, Sacramento, CA 95825): CONTRACTOR will provide and install:
1. (1) Identiv Mx4-SO3B Access Control Panel
  2. (1) Altronix AL600ULAACM Lock Power Supply
  3. (1) Identiv DS47L-SSP-HL Hi-Intensity Scramble Prox Card Reader
  4. (1) Identiv MB5 Outdoor Scramble Prox Back Box
  5. (1) Identiv 8110ABP0000 Proximity Card Reader
  6. (2) Identiv MELM2 End of Line Resistor Pack

7. (1) Command Access CL180EU-24-L6-626-REX Cylindrical Lock
8. (1) Command Access ETH420 4.5x4.5 Electrified Door Hinge
9. (1) HES 9400 12/24VDC Door Strike
10. (1) Von Duprin 996L-NL Door Pull
11. (2) Don Jo RP-14-2 Push Plate
12. (1) Bosch DS160 PIR Motion Rex
13. (2) GRI 4405A Surface Mount Door Contact
14. (2) Yuasa 12vdc 7ahr Back-up Battery
15. All necessary *PLenum* rated cable for a complete system
16. All necessary *EMT* conduit for exposed wire paths
17. All necessary Cordmate Wiremold for exposed wire paths
18. Appliance cord with male plug for 120v receptacle installed by others

K. Station 109 (5634 Robertson Avenue, Carmichael, CA 95608): CONTRACTOR will provide and install:

1. (1) Identiv Mx4-SO3B Access Control Panel
2. (1) Altronix AL600ULAACM Lock Power Supply
3. (1) Identiv DS47L-SSP-HL Hi-Intensity Scramble Prox Card Reader
4. (1) Identiv MB5 Outdoor Scramble Prox Back Box
5. (2) Identiv 8110ABP0000 Proximity Card Reader
6. (3) Identiv MELM2 End of Line Resistor Pack
7. (3) Command Access CL180EU-24-L6-626-REX Cylindrical Lock
8. (3) Keedex KDLA Door Cord
9. (3) Don Jo RP-14-2 Push Plates
10. (3) GRI 4405A Surface Mount Door Contact
11. (2) Yuasa 12vdc 7ahr Back-up Battery
12. All necessary *PLenum* rated cable for a complete system
13. All necessary *EMT* conduit for exposed wire paths
14. All necessary Cordmate Wiremold for exposed wire paths
15. Appliance cord with male plug for 120v receptacle installed by others

L. Station 112 (6801 34<sup>th</sup> Street, North Highlands, CA 95660): CONTRACTOR will provide and install:

1. (1) Identiv Mx4-SO3B Access Control Panel
2. (1) Altronix AL600ULAACM Lock Power Supply
3. (1) Identiv DS47L-SSP-HL Hi-Intensity Scramble Prox Card Reader
4. (1) Identiv MB5 Outdoor Scramble Prox Back Box
5. (1) Identiv 8110ABP0000 Proximity Card Reader
6. (2) Identiv MELM2 End of Line Resistor Pack
7. (2) Command Access CL180EU-24-L6-626-REX Cylindrical Lock
8. (2) Command Access ETH420 4.5 x 4.5 Electrified Hinge
9. (2) Don Jo Rp-14-2 Push Plate
10. (2) GRI 180-12-W Recessed Mount Door Contact
11. (2) Yuasa 12vdc 7ahr Back-up Battery
12. All necessary *PLenum* rated cable for a complete system
13. All necessary *EMT* conduit for exposed wire ways
14. All necessary Cordmate Wiremold for exposed wire paths
15. Appliance cord with male plug for 120v receptacle installed by others

M. Station 114 (5824 Kelly Way, McClellan, CA 95652): CONTRACTOR will provide and install:

1. (1) Identiv Mx4-SO3B Access Control Panel
2. (1) Altronix AL600ULAACM Lock Power Supply
3. (1) Identiv DS47L-SSP-HL Hi-Intensity Scramble Prox Card Reader
4. (1) Identiv MB5 Outdoor Scramble Prox Back Box
5. (2) Identiv 8020ABP0000 Mullion Proximity Card Reader

- 6. (3) Identiv MELM2 End of Line Resistor Pack
  - 7. (1) Von Duprin 996NL-L Door Pull
  - 8. (1) HES 9400 12/24VDC Door Strike.
  - 9. (3) Bosch DS160 PIR Motion Rex
  - 10. (2) Don Jo RP-14-2 Push Plates
  - 11. (3) GRI 180-12-W Recessed Mount Door Contact
  - 12. (2) Yuasa 12vdc 7ahr Back-up Battery
  - 13. All necessary *PLENUM* rated cable for a complete system
  - 14. All necessary *EMT* conduit for exposed wire ways
  - 15. All necessary Cordmate Wiremold for exposed wire paths
  - 16. Appliance cord with male plug for 120v receptacle installed by others
- N. Station 116 (7995 Elwyn Avenue, Elverta, CA 95626): CONTRACTOR will provide and install:
- 1. (1) Identiv Mx4-SO3B Access Control Panel
  - 2. (1) Altronix AL600ULACM Lock Power Supply
  - 3. (1) Identiv DS47L-SPX-HL Hi-Intensity Scramble Prox Card Reader
  - 4. (1) Identiv MB5 Outdoor Scramble Prox Back Box
  - 5. (2) Identiv 8110ABP0000 Proximity Card Reader
  - 6. (2) Identiv MELM2 End of Line Resistor Pack
  - 7. (2) Keedex KDLA Door Cord
  - 8. (2) Command Access CL180EU-24-L6-626-REX Electrified Cylindrical Lock
  - 9. (2) Don Jo RP-14-2 Push Plate
  - 10. (2) GRI 4405A Surface Mount Door Contact
  - 11. (2) Yuasa 12vdc 7ahr Back-up Battery
  - 12. All necessary *PLENUM* rated cable for a complete system
  - 13. All necessary *EMT* conduit for exposed wireways
  - 14. All necessary Cordmate Wiremold for exposed wire paths
  - 15. Appliance cord with male plug for 120v receptacle installed by others
- O. Station 117 (7961 Cherry Brook Drive, Elverta, CA 95626): CONTRACTOR will provide and install:
- 1. (1) Identiv Mx4-SO3B Access Control Panel
  - 2. (1) Altronix AL600ULACM Lock Power Supply
  - 3. (1) Identiv DS47L-SSP-HL Hi-Intensity Scramble Prox Card Reader
  - 4. (1) Identiv MB5 Outdoor Scramble Prox Back Box
  - 5. (2) Identiv 8110ABP0000 Proximity Card Reader
  - 6. (2) Identiv MELM2 End of Line Resistor Pack
  - 7. (1) Keedex KDLA Door Cord
  - 8. (1) Command Access ETH420 Electrified 4.5 x 4.5 Door Hinge
  - 9. (2) Command Access CL180EU-24-L6-626-REX Electrified Cylindrical Lock
  - 10. (2) Don Jo RP-14-2 Push Plates
  - 11. (2) GRI 180-12-W Recessed Mount Door Contact
  - 12. (2) Yuasa 12vdc 7ahr Back-up Battery
  - 13. All necessary *PLENUM* rated cable for a complete system
  - 14. All necessary *EMT* conduit for exposed wire ways
  - 15. All necessary Cordmate Wiremold for exposed wire paths
  - 16. Appliance cord with male plug for 120v receptacle installed by others

2. **EXCLUSIONS**
- A. All 120v AC Power necessary for the proper functioning of the system(s) described above to be supplied by others.
  - B. CONTRACTOR is not responsible for the condition or functionality of existing equipment or new equipment provided by others. If existing equipment or equipment provided by others is found to be defective, a cost for repair or replacement will be provided to the DISTRICT for consideration.
  - C. Any other item not specifically described above.



## Sacramento Metropolitan Fire District

HEADQUARTERS: 10545 Armstrong Ave. • Mather, CA, 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

Website: [www.metropfire.ca.gov](http://www.metropfire.ca.gov)

PURCHASING: 3012 Gold Canal Dr. • Rancho Cordova, CA, 95670 • Phone (916) 859-4360 • Fax (916) 859-3729

### PRIME CONTRACTOR INFORMATION FORM

The project described below is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The prime contractor shall post job site notices, as prescribed by regulation. Additionally, each contractor and subcontractor shall furnish the records specified in Section 1776 of the California Labor Code directly to the Labor Commissioner at least monthly in a format prescribed by the Labor Commissioner.

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code and registered as a Public Works Contractor (PWC) with the DIR pursuant to California Labor Code Section 1725.5. The contractor is required to possess one or more of the following California State Contractor Licenses for this project: Class C-7 and/or C-28. The contractor's contractor license and PWC registration must remain active and in good standing throughout the term of the agreement.

Additionally, the Contractor shall familiarize themselves with the following sections of the California Labor Code for additional requirements: 1771, 1774 - 1776, 1777.5, 1813 and 1815.

Legal Contractual Name of Firm: Access Systems, Inc  
Address: 4947 Hillsdale Cir, El Dorado Hills, Ca 95762

Mailing Address (if different from above): \_\_\_\_\_  
Federal Tax ID #: 20-2066817 Contractor's License Classification: C-7/C-28  
CA Contractor License #: 814697 Contractor License Expiration Date: 5/31/2025  
DIR PWC Registration #: 1000000523 DIR PWC Registration Expiration Date: 6/30/2024  
Labor Classification(s): Electrician Inside Wireman

Will subcontractor(s) be used?  Yes  No

Does the cost of this project exceed \$25,000? If yes, a payment bond in an amount not less than 100% of the total amount of the public works contract shall be provided to the District prior to the commencement of any work.  Yes  No

Point of Contact Name for this Project: Brandon Herd  
Title: President  
Email Address: bherd@accesssystems.us Phone #: 916-941-8099  
Name & Title of Bidder (Printed): Brandon Herd - President  
Bidder's Signature: B. Herd Date: 9/21/2023



## Sacramento Metropolitan Fire District

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PURCHASING: 3012 Gold Canal Dr. • Rancho Cordova, CA, 95670 • Phone (916) 859-4360 • Fax (916) 859-3729

ADAM A. HOUSE  
*Fire Chief*

### DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4104 of the California Public Contract Code, the Contractor shall set forth the name, location of the place of business, the California contractor license number, and Public Works Contractor Registration (PWCR) number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime Contractor's total bid.

Additionally, the portion of the work that will be done by each subcontractor under this act shall be disclosed. The prime Contractor shall list only one subcontractor for each portion as is defined by the prime Contractor in his or her bid. If the prime Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, the prime Contractor shall be deemed to have agreed to perform such portion itself, and the prime Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

Except as provided for in California Public Contract Code Sections 4107 or 4109, a prime Contractor whose bid is accepted may not substitute a person as a subcontractor in place of the subcontractor listed on the original bid.

SUBCONTRACTOR NAME & LOCATION	CALIFORNIA CONTRACTOR LICENSE #	PWCR #	PORTION OF WORK
N/A	N/A	N/A	N/A

Company Name: N/A

Name & Title of Bidder (Printed): N/A

Bidder's Signature: B. House Date: N/A



## Sacramento Metropolitan Fire District

HEADQUARTERS: 10545 Armstrong Ave. • Mather, CA, 95655 • Phone (916) 859-4300 • Fax (916) 859-3702  
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ADAM A. HOUSE  
*Fire Chief*

### WORKERS' COMPENSATION DECLARATION

The undersigned declares:

I am aware of the provisions of Section 3700 of the Labor Code which require 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 the work of this contract.

Company Name (Printed):

Access Systems, Inc

Bidder Signature:

B Herd

Bidder Name (Printed):

Brandon Herd

Bidder Title:

President

Date:

9/21/2023

**EXHIBIT B**  
**Payment Terms**

**1. CONTRACT PRICE**

As full compensation in consideration of completion of the Project in accordance with the Contract Documents, and in consideration of the fulfilment of all of the CONTRACTOR's obligations under the Contract Documents, the DISTRICT will pay to the CONTRACTOR in lawful money of the United States the total price of \$199,990, broken down as follows:

<b>Location</b>	<b>Price</b>
Station 22	\$ 12,110.00
Station 26	\$ 18,585.00
Station 28	\$ 11,566.00
Station 50	\$ 22,941.00
Station 55	\$ 11,499.00
Station 58	\$ 13,397.00
Station 59	\$ 10,775.00
Station 65	\$ 18,269.00
Station 102	\$ 9,903.00
Station 106	\$ 12,872.00
Station 109	\$ 14,028.00
Station 112	\$ 10,358.00
Station 114	\$ 11,837.00
Station 116	\$ 10,718.00
Station 117	\$ 11,132.00
<b>Total Contract Price</b>	<b>\$199,990.00</b>

**2. PAYMENT TERMS**

Payment will be made to the CONTRACTOR in accordance with the following:

- A. Basis of Payment. Payment shall be made for work actually performed on a percent completed basis. Applications for payment shall specify the percentage of completion as to each milestone that is subject to the application, and no advance payment shall be made for the goods or services furnished by the CONTRACTOR pursuant to the Agreement. The CONTRACTOR shall accept a purchase order from the DISTRICT with Net 45-day payment terms from the date of the application for payment.
- B. Applications for Payment. Applications for payment shall be provided to the DISTRICT no less than monthly once work on the Project has commenced. To be eligible for payment, the CONTRACTOR's applications for payment shall include a copy of internal certified payroll reports from the CONTRACTOR and any subcontractors, and all necessary supporting documentation (such as fringe benefits statement), prepared in accordance with California Labor Code Section 1776 and the Agreement for each employee of the CONTRACTOR and any subcontractors engaged in the performance of the Project during the preceding months. The certified payroll records shall be on the forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division (<https://www.dir.ca.gov/ilse/DLSE-PublicWorks.htm>). Separately, the CONTRACTOR and all subcontractors shall also submit their certified payroll records directly to the Labor Commissioner using the DIR's data-driven electronic Certified Payroll Record (eCPR) reporting system as required by the Agreement. Applications for payment will not be processed without the required internal certified payroll reports and verification that such certified payroll reports have been uploaded to the DIR as described herein. Copies of submitted eCPRs may be provided to the DISTRICT as a supplement to the required internal certified payroll reports, but in no way shall be considered a substitute for the required internal certified payroll reports. Failure to comply with these requirements or to provide an application for payment in conformance with this section may delay payment.

C. Final Payment. The DISTRICT shall pay the CONTRACTOR's final application for payment and release retention in accordance with applicable law and this section, following acceptance of the Project provided that:

- 1) The CONTRACTOR has furnished satisfactory evidence that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the DISTRICT.
- 2) No claim has been presented to the DISTRICT by any person based upon any acts or omissions of the CONTRACTOR or any subcontractor engaged in the performance of the Project.
- 3) No other claim or dispute exists under the Agreement or applicable law concerning payment of the CONTRACTOR's final invoice and/or release of the Agreement retention.
- 4) The CONTRACTOR's application for final payment contains a written waiver of all claims against the DISTRICT of which the CONTRACTOR may not yet have asserted at the time of the submission of the application for final payment.

**EXHIBIT C**  
**Standard Conditions**  
**State Homeland Security Grant Program Funded Projects**

The following standard conditions are hereby incorporated into the Agreement and are applicable to the CONTRACTOR and all subcontractors:

**1. LOBBYING AND POLITICAL ACTIVITIES**

- A. As required by Section 1.352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the CONTRACTOR certifies that:
- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying", in accordance with its instructions.
  - 3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- B. The CONTRACTOR will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- C. The CONTRACTOR agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

**2. DEBARMENT AND SUSPENSION**

- A. As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the DISTRICT will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed Irresponsible in their dealings with the federal government.
- B. The CONTRACTOR certifies that it and its principals and subcontractors:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2.B. of this certification; and
  - 4) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

### **3. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

- A. The CONTRACTOR will comply with all state and federal statutes relating to non-discrimination, including:
- 1) Title VI of the Civil Rights Act of 1964 (Public Law (P.L) 88-352 and 42 U.S.C. §2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
  - 2) Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
  - 3) Section 504 of the Rehabilitation Act of 1973. (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
  - 4) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
  - 5) Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
  - 6) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-2), relating to confidentiality of patient records regarding substance abuse treatment;
  - 7) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental, or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units -- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) -- be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
  - 8) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
  - 9) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
  - 10) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
  - 11) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
  - 12) The CONTRACTOR will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
  - 13) Any other nondiscrimination provisions in the specific statute(s) under which the award for federal assistance has been made; and
  - 14) The requirements of any other nondiscrimination statute(s) that may apply to this Agreement.

### **4. DRUG-FREE WORKPLACE**

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

## **5. ENVIRONMENTAL STANDARDS**

- A. The CONTRACTOR will comply with state and federal environmental standards, including:
- 1) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
  - 2) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
  - 3) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
  - 4) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
  - 5) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
  - 6) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
  - 7) Executive Order 11514 which sets forth national environmental standards;
  - 8) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
  - 9) The Safe Drinking Water Act of 1974 (P.L. 93-523);
  - 10) The Endangered Species Act of 1973 (P.L. 93-205);
  - 11) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C §§ 1451 et seq.);
  - 12) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) or the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
  - 13) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.), related to protecting components or potential components of the national wild and scenic rivers system.

- B. Further, the CONTRACTOR shall not be:

- 1) In violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district;
- 2) Subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Determined to be in violation of federal law relating to air or water pollution.

## **6. HUMAN TRAFFICKING**

- A. The CONTRACTOR will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104), which prohibits grant award recipients and subrecipients, and those in performance of a contract or subcontract funded by a grant award from:
- 1) Engaging in trafficking of persons during the period of time that the award, subaward, contract, or subcontract is in effect;
  - 2) Procuring a commercial sex act during the period of time that the award, subaward, contract or subcontract is in effect;
  - 3) Using forced labor in the performance of the award, subaward, contract or subcontract.

## **7. LABOR STANDARDS**

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

**8. WORKER'S COMPENSATION**

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

**EXHIBIT D**  
**Supplemental Conditions**  
**Davis Bacon and Related Acts**

The Project to which the construction work covered by this Agreement pertains is being assisted by the United States of America and the following Federal Labor Standards are included in this Agreement pursuant to the provisions applicable to such Federal Assistance. In each case that the term "contractor" is stated within this Supplemental Conditions Exhibit, it shall mean the "CONTRACTOR" as defined in the Agreement. In each case that the term "subcontractor" is stated within this Supplemental Conditions Exhibit, it shall mean any and all subcontractors to the CONTRACTOR, and each such subcontractor's subcontractor, through all tiers. Notwithstanding the foregoing, in each case that the term "contractor or subcontractor" is stated within this Supplemental Conditions Exhibit, it shall mean the CONTRACTOR and any and all subcontractors to the CONTRACTOR, and each such subcontractor's subcontractor, through all tiers. These Supplemental Conditions ("Supplemental Conditions") contain supplemental terms and conditions which shall be applicable to the Agreement. These Supplemental Conditions are meant to supplement, and not replace, the terms and conditions of the General Conditions unless specifically noted otherwise. CONTRACTOR shall comply with the following requirements of the Federal Davis-Bacon Act which are set forth below in accordance with 29 Code of Federal Regulations section 5.5:

**I. The Contractor agrees to the following conditions for any contract in excess of \$2,000.00**

- (1) **Minimum wages.**  
(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph I(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph I(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs I(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

(2) **Withholding.** The DISTRICT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the DISTRICT may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) Payrolls and basic records.**

(i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social

security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the DISTRICT. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Website at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency or the DISTRICT.
  - (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
    - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph I(3)(ii)(B) of this section.
  - (D) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The CONTRACTOR or subcontractor shall make the records required under paragraph I(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(4) Apprentices and trainees**

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered

program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the DISTRICT or the Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**(10) Certification of eligibility.**

(i) By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**II. In addition to the requirements stated above in Section I, the Contractor agrees to the following conditions:**

(1) **Overtime requirements.** No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph II(1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth

in paragraph II(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph II(1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** The DISTRICT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

**(4) Subcontracts.** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph II(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs II(1) through (4) of this section.

The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of the DISTRICT and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

**EXHIBIT E**  
**Wage Decision CA 20230019 09/29/2023**

Insert full text Wage Decision CA 20230019 09/29/2023 (64 pages)



# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE  
*Fire Chief*

## RESOLUTION NO. 2023-XXX

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT APPROVING A BID AWARD FOR THE STATION ACCESS CONTROL PHASE 3 PROJECT

WHEREAS, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, the District adopted Resolution 2023-029 which accepted a FY2022 State Homeland Security Grant Program ("SHSGP") award in the amount of \$199,990 for the Fire Station Access Control Phase 3 project ("Project"); and

WHEREAS, the District desires to award a contract to Access Systems, Inc. for completion of the Project, in consideration of a Request for Exception to Formal Solicitation Process and in accordance with the District's Purchasing and Contracting Policy.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District, does hereby:

1. Approve a Request for Exception to Formal Solicitation Process for the Station Access Control Phase 3 Project and award the contract to Access Systems, Inc.
2. Authorize the Fire Chief or his designee to execute and administer a Public Works Project Agreement.

PASSED, APPROVED AND ADOPTED this 12<sup>th</sup> day of OCTOBER, 2023. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC  
Clerk of the Board



ADAM A. HOUSE  
Fire Chief

## Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

**DATE:** October 12, 2023

**TO:** Board of Directors

**SUBJECT:** Adopt Resolution – Contract for Emergency Medical Services (EMS)  
Cost Recovery Services

### TOPIC

Staff proposes that the Sacramento Metropolitan Fire District (District) adopt the Resolution and enter into a new contract for EMS cost recovery services with Wittman Enterprises, LLC (Wittman), effective January 1, 2024. The contract term would be for an initial three years, and may be extended for up to two additional twelve-month periods.

### BACKGROUND

In 2013 the District issued Request for Qualifications (RFQ) 13-03 for EMS cost recovery services. The Board of Directors (Board) approved the recommendation to award the five-year contract to Wittman.

In 2019 the Board approved a subsequent five-year contract to Wittman, as the procurement qualified as an exception to bidding. Per Sacramento County Code 2.56.250 § 4.(7) *Exception to Bidding*, services obtainable from suppliers which have in force a current contract with another governmental agency for the same service do not need to be let by a competitive proposal. At that time both the Cosumnes Fire Department and the Sacramento Fire Department had contracts in place with Wittman after completing a formal solicitation processes.

### DISCUSSION

The District's current contract with Wittman will expire on December 31, 2023. Wittman has met their service level agreements over the past decade and the District recommends a new contract with Wittman for EMS cost recovery services. Per the District's Purchasing and Contracting Policy, purchases may be allowed without competitive bidding when a service is obtainable from suppliers which have in force a current contract with another governmental agency for the same item or service. In October of 2022, the City of Sacramento (City) issued RFP P23121441001 Ambulance Billing Services, which was awarded to Wittman. The City's competitive solicitation

process is in-line with the District's process, and therefore this procurement is eligible for an exception to bidding. Additionally, staff has negotiated a lower fee with Wittman.

### FISCAL IMPACT

The proposed cost for the requested services would lower the fee on net collected charges from 3.75% to 3.15%, a difference of .60% and a 19% reduction in the overall fee. There are no other additional costs up front or otherwise to be borne by the District. Depending on EMS transport activity, the lower fee rate is expected to save the District approximately \$800,000 per year; a potential savings of \$4 million over the term of the contract.

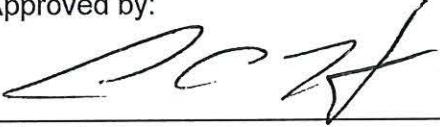
### RECOMMENDATION

Staff recommends that the Board adopt the Resolution authorizing the Fire Chief or his designee to execute a professional services agreement with Wittman Enterprises, LLC for the provision of EMS cost recovery, effective January 1, 2024.

Submitted by:

  
\_\_\_\_\_  
Dave O'Toole  
Chief Financial Officer

Approved by:

  
\_\_\_\_\_  
Adam A. House  
Fire Chief

### ATTACHMENTS:

Attachment 1: Resolution



# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE  
Fire Chief

## RESOLUTION NO. 2023-XXX

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ENTERING INTO AN AGREEMENT WITH WITTMAN ENTERPRISES, LLC. FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES (EMS) COST RECOVERY SERVICES

**WHEREAS**, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

**WHEREAS**, the District is a full-service municipal fire district, providing a wide range of services, to include emergency medical response and transport; and

**WHEREAS**, assessments and first-responder fees were implemented to maintain rapid, high-quality care for the citizens and visitors within the District's area; and

**WHEREAS**, the District desires an independent contractor to perform cost recovery services for the collection of said assessments and first-responder fees; and

**WHEREAS**, Wittman Enterprises, LLC is professionally qualified to provide such services.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors of the Sacramento Metropolitan Fire District does hereby:

1. Authorize the Fire Chief or his designee to execute a professional services agreement with Wittman Enterprises, LLC for the provision of EMS cost recovery services, effective January 1, 2024, and continuing up to December 31, 2028, subject to the provisions of the contract.

**PASSED, APPROVED AND ADOPTED** this 12th day of October 2023. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

By: \_\_\_\_\_  
President, Board of Directors

**ATTEST:**

\_\_\_\_\_  
Marni J. Rittburg, CMC, CPMC  
Clerk of the Board



Emergency Medical Committee  
2022  
Award of Excellence  
in Wildland Fire EMS/Rescue

Is awarded to  
**Sacramento Metropolitan  
Fire District**

**Bryce Mitchell, James Doyle,  
Mathew Dargan, Brian Conn**

In recognition for valuable contributions to the  
National Wildland Fire Community

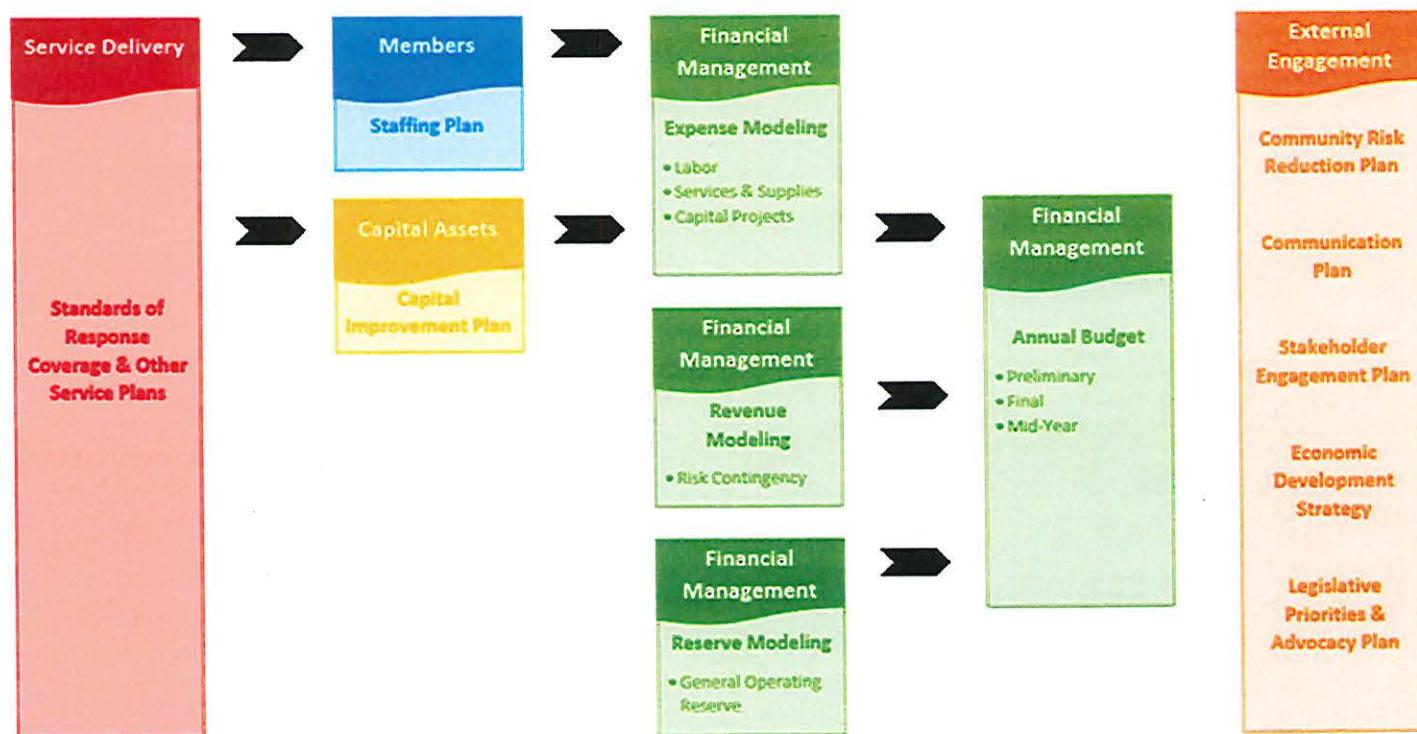
# Government Affairs at Sacramento Metro Fire

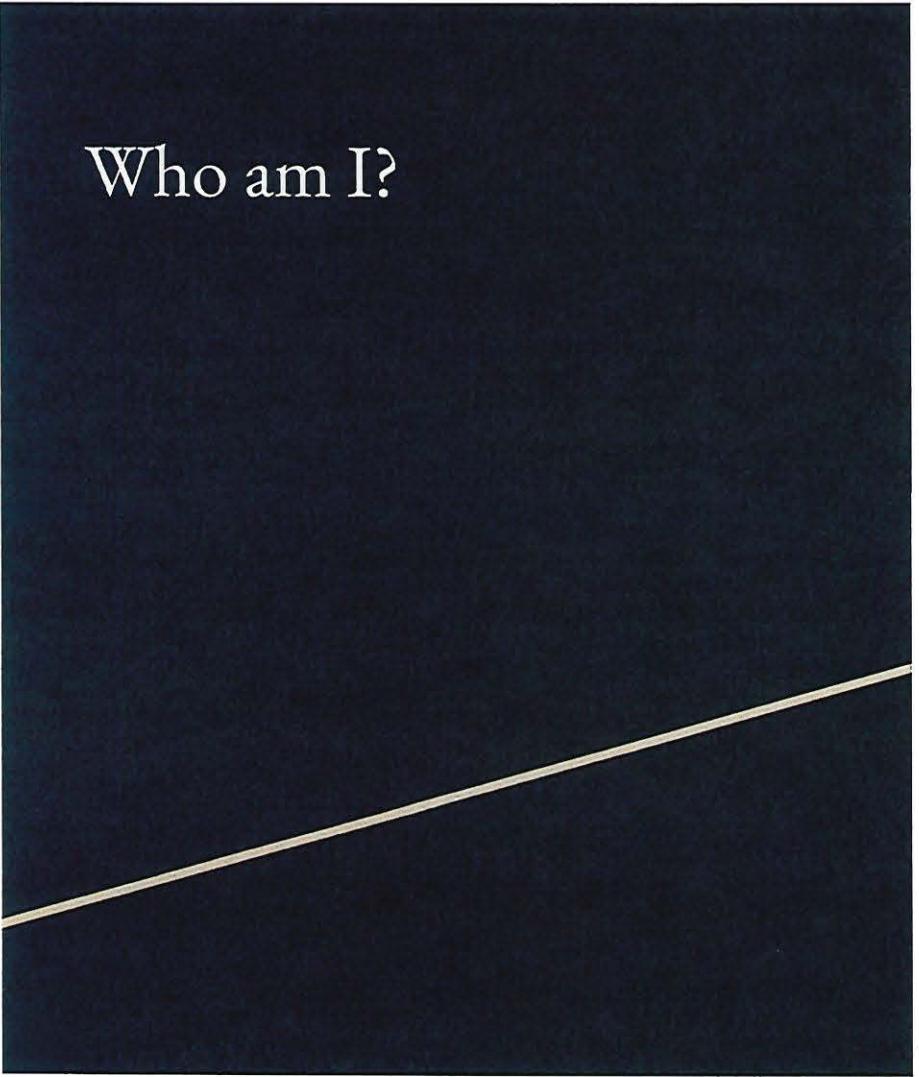
## An Overview



Presented by: Kyle Macdonald  
Director of Government Affairs  
Sacramento Metropolitan Fire District

# Strategic Planning Process and Framework



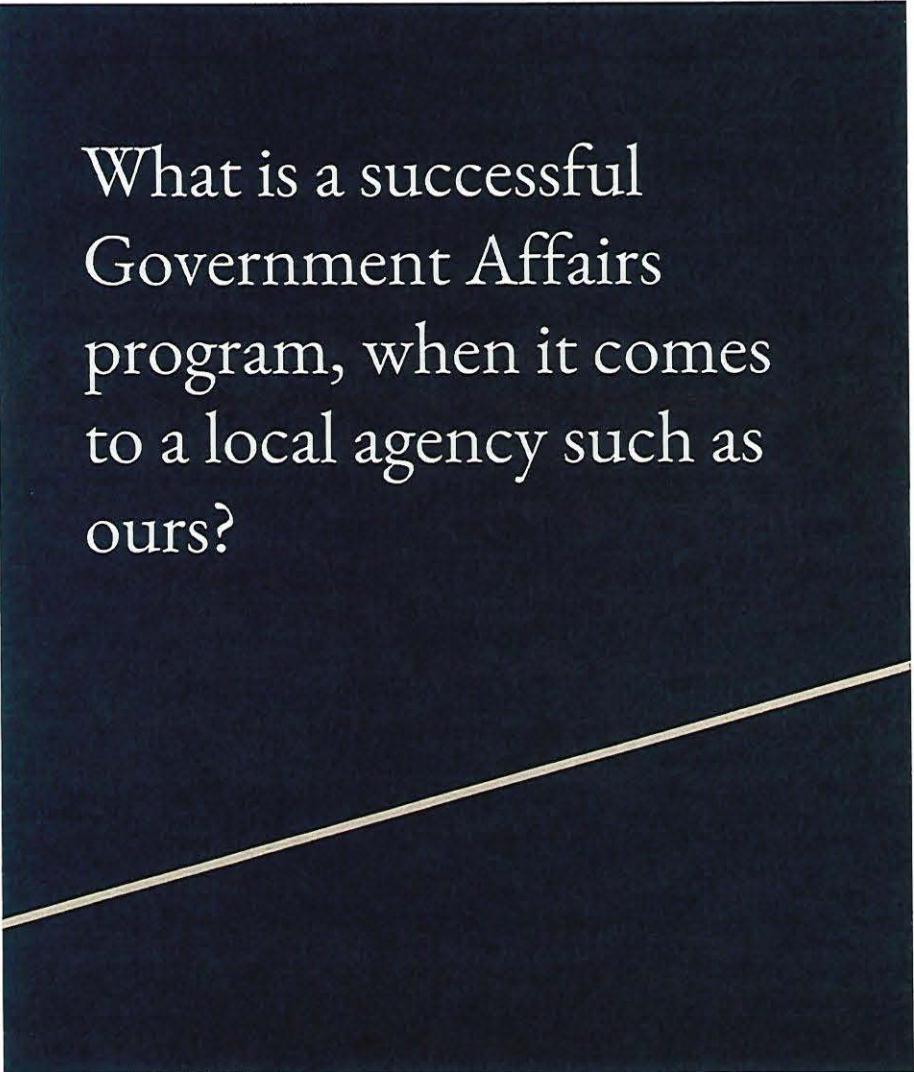


## Who am I?

- Over a decade of experience on local, county, state, and federal campaigns, service to public agencies, as well as positions held in United States Congressional offices in Washington DC and in-district
- My career has taken me from California to Washington DC, Texas to Virginia, and back to California again
- Public safety isn't just professional, it's personal

# What is Government Affairs?

- Strategic engagement with the legislative and policy process
- Relationship building with key decision makers
- Securing status as a go-to resource for facts, evidence, and testimony
- SIMPLY PUT: Working to ensure that we have a seat at the table where decisions are being made



What is a successful  
Government Affairs  
program, when it comes  
to a local agency such as  
ours?

One that thoughtfully balances:

- 1) The needs, goals, and objectives of the organization leadership, with
- 2) The desires and feedback of the agency's members, while
- 3) Looking through the lens of always providing the best possible services to the community.

Community is Key

# The Essentials of Effective Advocacy

# The Essentials: Establish Relationships Early

- Build meaningful relationships with our elected officials, legislative/policy staffers, and agency representatives.
- Do this PRIOR to having an “ask.”

## The Essentials: Continue the Conversation

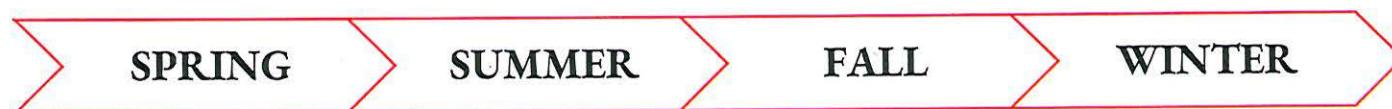
- Merely meeting with our delegation once is not enough – we must have sustained and active engagement.
- It is imperative that Metro Fire continues the conversation with our elected officials and their staff throughout the legislative session.

# The Essentials: State and Federal Priorities

- Metro Fire will annually work to create a state and federal focused priorities lists.
- These priorities – established with feedback and input from the Board of Directors – will highlight the most pressing issues facing Metro Fire.
- Upon completion of these respective documents in winter, we will coordinate their dissemination to our elected officials.
- Lastly, these priorities will help determine at which priority level we engage.

# The Essentials: Year-Round Engagement

- All too often for fire agencies, engagement with our elected officials is viewed as seasonal. It is vital for our profession – and for the safety of our community – that we engage in active, year-round efforts to foster productive working relationships.
- Utilizing best practices, Metro Fire will coordinate a seasonal program based on the below schedule:



# Spring Engagement

- When state and federal legislatures reconvene and begin introducing bills, Metro Fire will begin monitoring, tracking, and engaging at varied levels based on established prioritization levels outlined.
- In 2023, the California legislature had over 1,000 bills out of 2,600 introduced that are considered “Spot-bills.” It will be important to lean on both procedural and historical knowledge to help determine the potential outcome of those shell bills.
- During this time, Metro Fire will meet with our elected representatives and their staff members to discuss our positions, as well as offer facts and statistics that may be beneficial.
- At the state level, the budget deadline of June 15 will require our sustained engagement should fiscal impacts/benefits be on the table.

# Summer Engagement

- During summer recesses, Metro Fire will engage with our legislative offices to coordinate strategically beneficial tours and briefings with our elected representatives and staff. This will be an opportunity to highlight mid-session any priorities that have developed during the legislative season, as well as provide a chance for yet another touch-in with our officials.
- Further, Metro Fire will take this time to reassess currently tracked legislation, and determine whether modifications to the priority levels are necessary.
- At the Federal level, the appropriations season will necessitate that we continue our engagement in support of various grants and other funding opportunities.

# Fall Engagement

- In the crunch time of bill deadlines at the state level, we will be working to secure final passage of our support bills, and going full court press on the bills we intend to amend.
- At the federal level, the appropriations deadline in September means that we must maintain a high level of focus on fiscal impact/benefits to the fire service.

# Winter Engagement

- This is considered our re-group period. We will analyze passed legislation for implementation and impact, as well as coordinate a “thank you” effort for our legislative delegation, highlighting various successes.
- During this time, we will also discuss and review our state and federal priorities papers, and modify as needed.

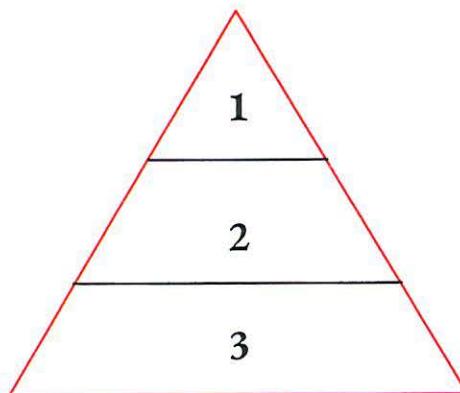
# The Essentials: Real-Time Monitoring

The importance of real-time monitoring cannot be understated. Waiting for a weekly, monthly – or in some cases quarterly – update from our advocacy partners places Metro Fire at a disadvantage for several reasons:

- First, because of the fast-paced environment in which policy and legislation may change, we must be alert and aware as soon as changes occur, so that we can position ourselves accordingly.
- Furthermore, key details and positions are oftentimes conveyed in legislative hearings. For Metro Fire to be ahead of the curb will ensure that we receive information unfiltered, and without the editorialization that may be present if we wait for various entities to circulate it.

# The Essentials: Levels of Support

- All bills are not created equal.
- With 2,900 bills introduced in California alone this year, it is impossible that we actively engage on every single one. As a result, I will work to establish an internal process to prioritize and maximize our efforts.
- The Three Tiered Process:



## Tier 1:

- This position is reserved for Metro Fire's highest priority bills. We will take active engagement – including in-person meetings, letters of position, witness testimony, etc – and regular updates will be provided internally. These bills will always be aligned with our Metro Fire priorities.

## Tier 2:

- Metro Fire will engage on these bills, albeit through our allied organizations, such as California Special Districts Association, Fire District Association of California, California Fire Chiefs Association, California Professional Firefighters, and others. We may provide letters of support, facts, or statistics; however, strategic engagement will be led by our fellow public safety organizations.

## Tier 3:

- Metro Fire may engage on these bills; however, this legislation will typically affect a small or limited aspect of the fire service, with little to no impact to Metro Fire. We will still track the bills; however, active engagement will be reserved for if/when the legislation rises in impact.

# The Essentials: Cultivating Collaboration

- Metro Fire will capitalize on our position as the largest local fire district in California's capital region, and work to leverage this by cultivating collaborative relationships with the community, our elected officials at all levels, as well as agencies, organizations, and business groups.
- Through the various state and federal fire and special district groups, Metro Fire will actively participate in legislative meetings, committees, and other opportunities where we can occupy a seat in service to the district.
- Furthermore, I will work with divisions within Metro Fire including Community Relations to help foster productive partnerships across the spectrum.

# Organizational Roles in the Process

# Organizational Roles: The Board of Directors

- Elected by the community that Metro Fire serves, our Board of Directors are uniquely positioned to take constituent feedback and help aid in the setting of long term policy priorities.
- On Tier 1 items especially, we will look to collaborate with direct engagement.
- We will lean on the Board when we annually fine-tune our legislative priorities.
- Regular communication will be instituted.

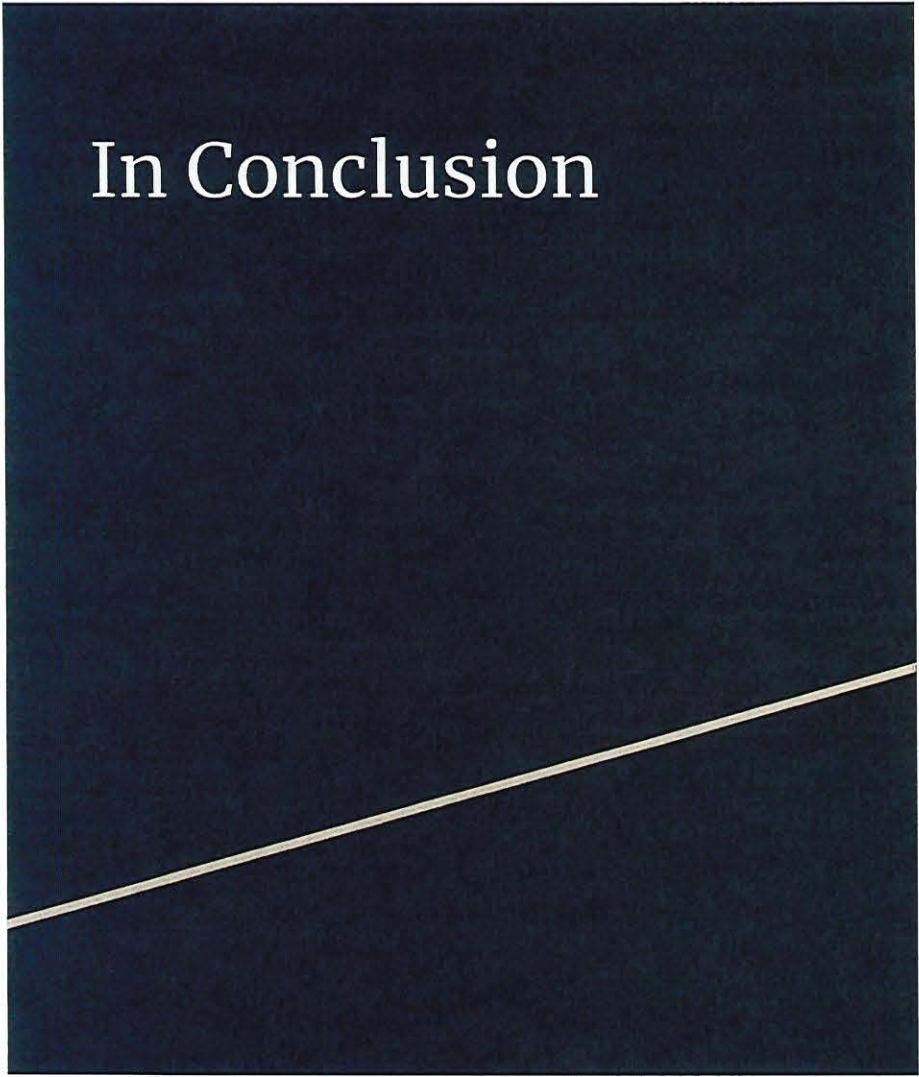
## Organizational Roles: The Fire Chief

- Similar to the Board, it will be up to the Fire Chief to help establish shorter term policy priorities that work to advance Metro Fire's long term interests.
- Further, the Chief will be the agency signatory for various positions that Metro Fire may take on local, state, and federal policy.
- Additionally, when Metro Fire is asked to testify before a legislative body, or meet to discuss substantive policy, the Chief – or his/her designee – will be the lead individual tasked with appearing.

# Organizational Roles: Director of Govt. Affairs

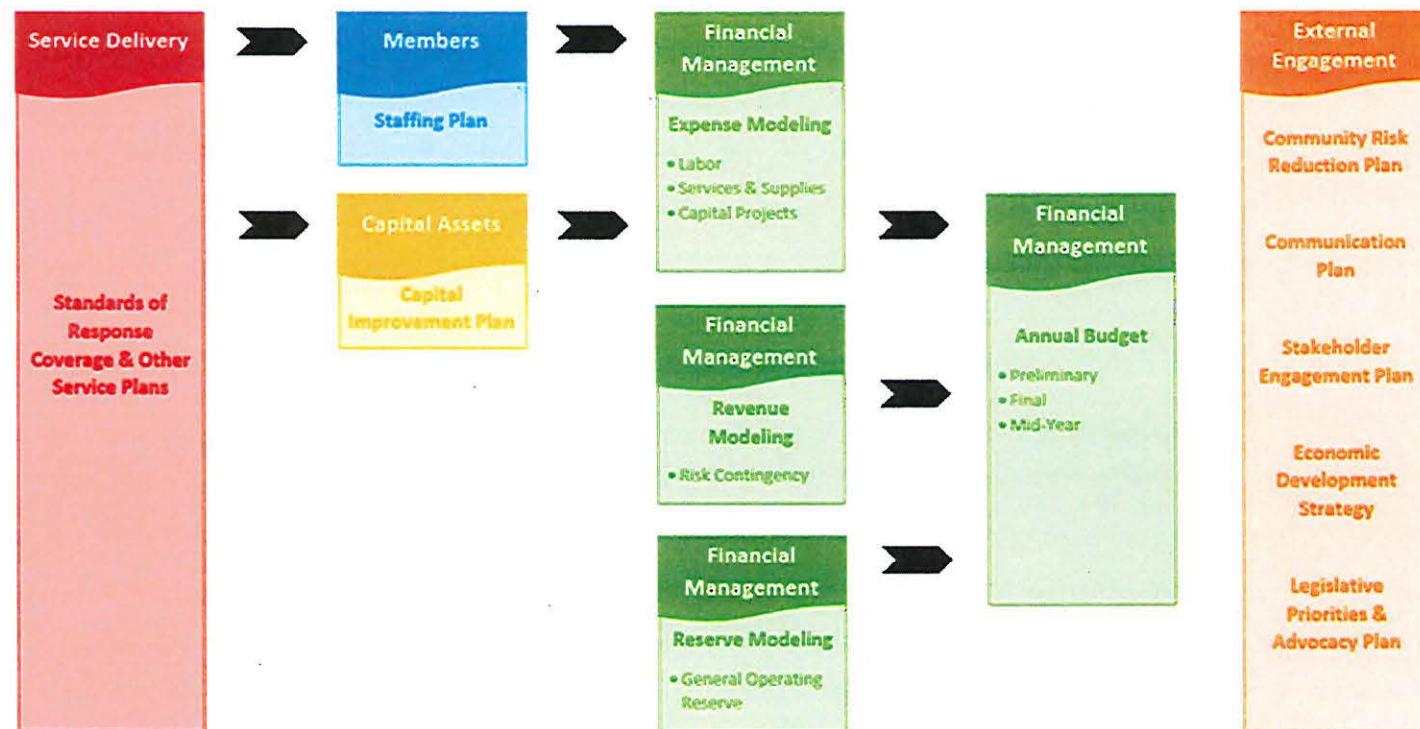
- Serving as a strategic resource to both the Board and the Fire Chief, the Director of Government Affairs will be responsible for helping set and implement both long and short term policy priorities.
- This will be accomplished by diligently following the aforementioned action plan.
- The Director of Government Affairs will be the chief legislative liaison to our elected officials, and policy professionals. As a result, Metro Fire will lean on the experience and expertise to help navigate the policy process, as well as the historical knowledge of legislative intent.

# In Conclusion



With a revitalized focus and demonstrated commitment to enhancing our intergovernmental affairs program, the Sacramento Metropolitan Fire District is uniquely positioned to excel in 2023 and beyond. There is no misconception – our goals are lofty, and the work will be hard; however, if Metro Fire devotes the necessary resources, authority, and time, I am confident that our agency will only continue to strengthen our standing at all levels of government, as well as in the community we serve.

# Strategic Planning Process and Framework



# Contact

**Kyle Macdonald**, *Director of Government Affairs*  
Sacramento Metropolitan Fire District

[macdonald.kyle@metrofire.ca.gov](mailto:macdonald.kyle@metrofire.ca.gov)

###



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

**DATE:** October 12, 2023

**TO:** Board of Directors

**SUBJECT:** Project Delivery Method – Zinfandel Phase 3 Buildout

## TOPIC

Approval requested for using a design-build construction project delivery method and best value procurement methodology for the Zinfandel Phase 3 Buildout project.

## BACKGROUND

On February 23, 2023, the Board of Directors (Board) adopted Resolutions 2023-08 to accept funding in the amount of \$13 million from the State of California for the Zinfandel Phase 3 Buildout project (Project) and 2023-09 to amend the District's Capital Improvement Plan to authorize the implementation of the Project.

## DISCUSSION

The District typically uses a design-bid-build construction project delivery method for its major construction projects because specifications are clearly known and defined in advance, and the District is in control over project budget and schedule. For the Zinfandel Phase 3 Buildout project (Project), there are several stakeholder considerations with regard to both budget and schedule, and, while performance requirements and user needs are known, exact specifications are not defined. In consideration of these factors, the Project is better suited for a design-build project delivery method whereby the District will hold a single contract with a design-build entity who will be responsible for both the design and construction of the Project.

The design-build method allows for early coordination between the designer and builder, creating both cost and schedule efficiencies. It eliminates change orders resulting from discrepancies in design documents, and shifts risk normally borne by the District in a design-bid-build model instead to the design-build entity who is responsible for delivering a project that meets the District's performance requirements, budget, and schedule.

Public Contract Code Section 22160 *et seq.* authorizes the governing body of a local agency to make a determination that it is in the best interest of the agency to utilize a design-build project delivery method and use a best value procurement methodology. Using this method includes a two-step solicitation process that first requires the District to issue a Request for Qualifications for design-build entities for the purpose of short-listing potential builders who will be eligible to submit a proposal for the Project after a subsequent Request for Proposals is issued.

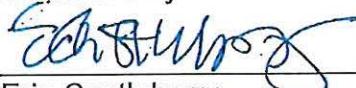
### FISCAL IMPACT

There is no direct impact to the District's budget in authorizing the use of the design-build construction project delivery method, however, cost efficiencies in the Project budget are anticipated as a result of utilizing this method.

### RECOMMENDATION

Staff recommends that the Board adopt a resolution approving the use of the design-build construction delivery method and authorize related acts for the design and construction of the Zinfandel Phase 3 Buildout project.

Submitted by:



Erin Castleberry  
Administrative Analyst

Approved by:



Jeff Frye  
Chief Development Officer

### ATTACHMENTS:

Attachment 1: Resolution

Attachment 2: Request for Qualifications 23-07 Design-Build Entities



# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE  
Fire Chief

## RESOLUTION NO. 2023-XXX

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT APPROVING THE USE OF THE DESIGN-BUILD CONSTRUCTION DELIVERY METHOD AND AUTHORIZING RELATED ACTS FOR THE DESIGN AND CONSTRUCTION OF THE ZINFANDEL PHASE 3 BUILDOUT PROJECT PURSUANT TO PUBLIC CONTRACT CODE 22160 ET SEQ

WHEREAS, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, the Board has authorized the Zinfandel Phase 3 Buildout project ("Project") to construct additional facilities at the Zinfandel First Responder Training Facility located at 3801 Zinfandel Drive in Rancho Cordova, California; and

WHEREAS, the District desires to use the design-build construction delivery method whereby the District will select a design-build entity ("Builder") to design and construct the Project; and

WHEREAS, Public Contract Code section 22160 *et seq.* authorizes the governing board of a local agency, upon making a determination that it is in the best interest of the local agency, to enter into a design-build contract for both the design and construction of a fire protection facility if that contract exceeds One Million Dollars (\$1,000,000.00); and

WHEREAS, the District's Board of Directors ("Board") has determined that the design build process is in the best interest of the District for the design and construction of the Project pursuant to Public Contract Code section 22160 *et seq.* because the Legislature has found and declared that the design-build method of project delivery, using a best value procurement methodology, has been authorized for various agencies that have reported benefits from those projects, including reduced project costs, expedited project completion, and design features that are not achievable through the traditional design-bid-build method; and

WHEREAS, the design-build process for the design and construction of the Project allows for direct coordination between the designer and builder since they are one entity, thereby allowing major decisions regarding Project components and design elements to be coordinated at an earlier stage, optimizing and reducing Project costs and expediting Project completion; and

WHEREAS, utilizing the design-build method for this Project allows the District to determine Project costs earlier and enables the District to select a Builder that has the ability to design and construct the Project within the established budget and will contractually be obligated to construct the Project within budget; and

WHEREAS, the District will select the Builder using the "best value" procurement methodology pursuant to Public Contract Code sections 22161 and 22164; and

WHEREAS, the District will short-list potential Builders in accordance with Public Contract Code section 22164 by using the Request for Qualifications ("RFQ") attached hereto as Exhibit "A"; and

**RESOLUTION NO. 2023-XXX**

Page 2

**WHEREAS**, once a short-list of potential Builders has been developed pursuant to the RFQ, the District will issue a Request for Proposal ("RFP") to all short-listed Builders for competitive sealed proposals pursuant to Public Contract Code section 22164 to be approved by the Board at a subsequent meeting; and

**WHEREAS**, all competitive proposals in response to the RFP will be evaluated using the "best value" selection method pursuant to Public Contract Code section 22164 and the District will award a contract to the responsible Builder whose proposal is determined to offer the best value to the public.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors of the Sacramento Metropolitan Fire District, as follows:

1. Determination of Best Interest of the District. The Board determines that it is in the best interest of the District to use the design-build construction delivery method pursuant to Public Contract Code section 22160 *et seq.* for construction of the Project.
2. Cost of Project. The Board finds that the Project costs for the design and construction of the Project will exceed One Million (\$1,000,000.00).
3. Approval of RFQ and Use of Best Value Procurement Methodology. The Board hereby approves the RFQ attached hereto as Exhibit "A" and use of the "best value" procurement methodology to short-list potential Builders and to award a contract to a Builder after review and evaluation of responses to the RFP to be approved by the Board at a subsequent meeting.
4. Delegated Authority. The Board hereby authorizes the Fire Chief or his designee to revise and negotiate documents and to do any and all things necessary or advisable in order to effectuate the purpose and intent of this Resolution, all subject to ratification of the Board. Said delegation shall be valid during the solicitation process and construction of the Project, or until otherwise rescinded by the Board.
5. Effective Date. This Resolution shall take effect upon adoption.

**PASSED, APPROVED AND ADOPTED** this 12<sup>th</sup> day of OCTOBER, 2023. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

By: \_\_\_\_\_  
President, Board of Directors

**ATTEST:**

Marni J. Rittburg, CMC, CPMC  
Clerk of the Board



## Sacramento Metropolitan Fire District

HEADQUARTERS: 10545 Armstrong Ave., Ste. 200 • Mather, CA, 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

Website: [www.metrofire.ca.gov](http://www.metrofire.ca.gov)

PURCHASING: 3012 Gold Canal Dr. • Rancho Cordova, CA, 95670 • Phone (916) 859-4360 • Fax (916) 859-3729

ADAM A. HOUSE  
Fire Chief

## REQUEST FOR QUALIFICATIONS (RFQ) 23-07

The Sacramento Metropolitan Fire District is requesting qualifications for:

### DESIGN-BUILD ENTITIES

In an effort to transition from a paper-based solicitation process, the Sacramento Metropolitan Fire District (District) is now utilizing an e-Procurement Portal (OpenGov). OpenGov is a fully automated web-based e-procurement bidding system.

#### SUBMIT ELECTRONIC PROPOSAL VIA:

<https://secure.OpenGov.com/portal/metrofire>

Responses may be received up to but not later than Monday, November 13, 2023, 12:00 PM PST, via OpenGov. OpenGov's clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The District strongly recommends completing your response well ahead of the deadline.

## TABLE OF CONTENTS

SECTION 00 – IMPORTANT DATES.....	3
SECTION 01 – INTRODUCTION.....	3
A. INTRODUCTION.....	3
B. REQUEST FOR PRE-QUALIFICATION OF DESIGN-BUILD ENTITIES.....	4
SECTION 02 – PROJECT DESCRIPTION.....	5
A. PROJECT BACKGROUND.....	5
B. PROJECT DESCRIPTION.....	5
C. PROJECT BUDGET & SCHEDULE.....	6
D. CONTRACT.....	6
E. DISTRICT STANDARDS.....	6
F. LABOR REQUIREMENTS.....	6
SECTION 03 – RFQ RESPONSE EVALUATION CRITERIA.....	7
A. TWO-PART EVALUATION.....	7
SECTION 04 – RESPONSE SUBMISSION & GENERAL REQUIREMENTS.....	8
A. GENERAL INFORMATION.....	8
B. RFQ PROVISIONS.....	9
C. SUBMISSION OF RFQ RESPONSE.....	9
D. SUBMISSION REQUIREMENTS.....	10
SECTION 05 – STATEMENT OF QUALIFICATIONS (SOQ): GENERAL REQUIREMENTS.....	10
A. SOQ CONTENTS.....	10
B. SOQ ORGANIZATION & FORMAT.....	10
SECTION 06 – DESIGN-BUILD ENTITY COVER LETTER.....	11
A. REQUIREMENTS.....	11
SECTION 07 – DESIGN-BUILD TEAM ORGANIZATION.....	11
A. REQUIREMENTS.....	11
SECTION 08 – DESIGN-BUILD TEAM KEY MEMBERS.....	12
A. REQUIREMENTS.....	12
B. LICENSING & CERTIFICATIONS.....	13
C. SUBSTITUTION OF KEY TEAM MEMBERS.....	13
SECTION 09 – DESIGN-BUILD TEAM PROJECT APPROACH.....	13
A. REQUIREMENTS.....	13
SECTION 10 – DESIGN-BUILD TEAM EXPERIENCE.....	14
A. REQUIREMENTS.....	14
SECTION 11 – DESIGN-BUILD TEAM CLAIMS & LITIGATION HISTORY.....	15
A. REQUIREMENTS.....	15
SECTION 12 – DESIGN-BUILD TEAM CERTIFICATION.....	16
A. REQUIREMENTS.....	16
SECTION 13 – PRE-QUALIFICATION QUESTIONNAIRE.....	16
A. REQUIREMENTS.....	16
SECTION 14 – CONCEPTUAL DRAWINGS.....	16

## SECTION 00 – IMPORTANT DATES

RFQ SCHEDULE	DATE	TIME
RFQ Issued/Published	Friday, October 13, 2023	
RFQ Question Submission Deadline	Monday, October 23, 2023	12:00 PM
Answers to Questions	Friday, October 27, 2023	4:00 PM
Submission Deadline	Monday, November 13, 2023	12:00 PM
Pre-Qualified List Issued	Friday, January 12, 2023	
RFP Issued	January 2024	
Mandatory Job Walk	January 2024	
Proposal Submission Deadline	February 2024	
Interviews	March 2024	
Contract Award Issued	March 2024	

All dates are subject to change at the discretion of the Sacramento Metropolitan Fire District.

## SECTION 01 - INTRODUCTION

### A. INTRODUCTION

Pursuant to Public Contract Code section 22160 et seq., the Sacramento Metropolitan Fire District's (District) Board of Directors has approved the use of design-build construction delivery method for the Zinfandel First Responder Training Facility Phase 3 Buildout (the "Project").

The District has established a procedure to pre-qualify design-build entities using a questionnaire based on the document developed by the Director of the Department of Industrial Relations (DIR), (Public Contract Code § 22164 (b)). The pre-qualification questionnaire must be completed by the "design-build entity" and all applicable members of the "design-build team" (as these terms are defined in Public Contract Code § 22161), verified under oath, and submitted with the Statement of Qualifications (SOQ) described herein this RFQ. Potential design-builders will submit a complete RFQ response containing all information requested for review and consideration by the District.

The District will award a contract to the design-build entity that provides the "best value" to the District using the criteria set forth in this RFQ and subsequent Request for Proposals (RFP). Once a design-build entity is successfully pre-qualified and short-listed in accordance with this RFQ, it will be invited to submit a proposal to the District in response to an RFP that will be issued by the District for the completion of the Project.

The procurement includes the following design-build practices:

1. Use a two-phase solicitation process; a Request for Qualifications (RFQ) and a Request for Proposal (RFP).
2. Use an RFQ to create a short-list of design-build entities for the RFP.
  - a. The group will be short-listed to up to five (5) entities based upon the results of the RFQ evaluation.
  - b. Only those short-listed entities will receive invitations to submit RFP documents.

3. Use of an RFP describing the Project for a competitive procurement by the design-build entities.
  - a. The numerical score from the RFQ will not carry over to the RFP scoring criteria.
  - b. The RFP selection will use a "best value" approach for the selection of the design-build entity.

All documents provided pursuant to this RFQ that are not otherwise a public record under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) shall not be open to public inspection.

**B. REQUEST FOR PRE-QUALIFICATION OF DESIGN-BUILD ENTITIES**

Notice is hereby given that the District has determined that all design-build entities wishing to submit a proposal for the completion of the Project must be pre-qualified prior to submitting a proposal for the Project. It is mandatory that all design-build entities who desire to submit a proposal fully complete the pre-qualification questionnaire, provide all materials requested herein, and be approved by the District to be on the final pre-qualified list. No proposal will be accepted from a design-build entity that has failed to comply with these requirements and be listed on the final pre-qualified list. The last date to submit a response to this RFQ shall be as set forth in Section 00. Design-build entities are encouraged to submit their response as soon as possible, so that they may be notified of omissions of information to be remedied or of their pre-qualification status well in advance of the District's issuance of the RFP for this Project.

Answers to all questions contained in this RFQ, with accompanying notes and supplemental information, are required. The District will use these documents as the basis of rating each design-build entity. The District reserves the right to check other sources available. The District's decision will be based on objective evaluation criteria as set forth in the pre-qualification questionnaire.

The District reserves the right to adjust, increase, limit, suspend or rescind any scoring in this RFQ based on subsequently learned information.

Each SOQ and Pre-Qualification Questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by all members of the design-build team. If any information provided by a design-build entity becomes inaccurate, the design-build entity or any member of the design-build team must immediately notify the District and provide updated accurate information in writing, under penalty of perjury.

The District reserves the right to waive minor irregularities and omissions in the information contained in any submitted response, the pre-qualification process, and to make all final determinations.

In an effort to transition from a paper-based solicitation process, the District is now utilizing an e-Procurement Portal (OpenGov): <https://secure.OpenGov.com/portal/metrofire>. OpenGov is a fully automated web-based e-procurement bidding system. Design-build entities shall submit their response to this RFQ via OpenGov. The District may refuse to grant pre-qualification where the requested information and materials are not provided, or where a response is not timely or fully submitted to the District by the deadline noted in Section 00.

## SECTION 02 – PROJECT DESCRIPTION

### A. PROJECT BACKGROUND

In 2008, the District purchased 53 acres of land located at 3801 Zinfandel Drive in Rancho Cordova, California and initiated the development of an advanced all-risk training facility to facilitate quality hands-on emergency service training for enhanced community safety and preparedness. To date, the District has completed two phases of development on the site.

Phase 1 (2008-2011) included the purchase of the property; preparation of strategic planning documents including a training needs assessment, strategic business plan, and conceptual site design; completion of environmental review and filing of the Negative Declaration; and installation of site infrastructure for the southernmost 15 acres of the site including civil work, underground utilities, roadwork, and parking lot.

Phase 2 (2012-2014) included the installation of security gate and fencing; traffic signal installation; and the construction and installation of urban search and rescue props including office building collapse structure, confined space breaking and breaching maze, exterior and interior shoring structure, lifting and moving training area, and trench shoring and confined space prop.

Through continued development, the District will provide state-of-the-art training facilities and educational programs to facilitate regional training programs and response initiatives, deliver high quality multi-agency and multidisciplinary training programs and exercises, provide realistic opportunities for increasing community preparedness through citizen education and training that will enhance community response capabilities.

### B. PROJECT DESCRIPTION

The Phase 3 Buildout includes the design and construction of the following:

1. Multipurpose administrative/training/storage building (22,000+/- SF): administrative space for training division, classrooms, fitness/conditioning space, restroom and shower facilities, kitchen/breakroom area, and equipment and apparatus storage space.
2. Outdoor classroom/restroom (1,000+/- SF): covered space with seating and restroom facilities.
3. Emergency Vehicle Operations Course (4 acres +/-): cast-in-place concrete/asphalt roadway network designed for heavy vehicle operators' training.
4. Multi-story training tower (3-4 story): firefighting training tower including stairways, windows, landings, balconies, breaching doors, burn rooms, and FDC standpipe.

Creating healthy training environments that are in compliance with regulatory requirements, in accordance with best practices, and simulate real response conditions is a top priority. The suggested facilities meet the growing training needs while mitigating potential hazards including exposure to high heat environments and other environmental contaminants (primarily carcinogens). The application of separate "dirty" and "clean" training spaces, along with decontamination facilities, is designed to limit exposures and safeguard firefighter health and safety. The proposed facilities will enhance response capabilities and preparedness by facilitating predictable, consistent, documented and validated training in realistic conditions.

Conceptual drawings for the Project are provided for reference in **ATTACHMENT B**.

**C. PROJECT BUDGET & SCHEDULE**

The Project Budget for the design and construction of the Project is \$15-20 million. The District reserves the right to change the Project cost prior to contract award through addenda and after contract award in accordance with the design-build contract. Project completion shall be no later than October 2025.

**D. CONTRACT**

The District is currently developing the design-build contract. It will be made available for review at the time the Request for Proposal is released.

**E. DISTRICT STANDARDS**

The District has a list of District Standards of materials and procedures that the design-build entity shall follow. It will be made available for review at the time the Request for Proposal is released.

**F. LABOR REQUIREMENTS**

The design-build entity and all its subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code section 1720 et seq., it shall be mandatory upon the design-build entity to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

The application of state prevailing wage rates when higher is required whenever federally funded or assisted projects are controlled or carried out by the District. If there is a difference between the predetermined federal prevailing wage rate and the state prevailing wage rate for similar classifications of work the higher rate must be paid. The District will not accept state or federal wage classifications, not specifically included in the federal and state minimum wage determinations.

A design-build entity or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

All payroll records as detailed in Labor Code §1776 of the design-build entity and all subcontractors shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) once every thirty (30) days while Work is being performed on the Project and within thirty (30) days after the final day of Work performed on the Project (or more frequently if required by the District or the Labor Commissioner). The design-build entity and all subcontractors shall submit their own payroll records to the Labor Commissioner on the internet website of the Department of Industrial Relations and such payroll records shall be in an electronic format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The design-build entity and all subcontractors of any tier must comply with the requirements set forth in Public Contract Code section 22164 (c), including providing an enforceable commitment that the design-build entity and all subcontractors of any tier will use a "skilled and trained workforce" to perform all work on the Project that falls within an apprenticeship occupation in the building and construction trades in accordance with Public Contract Code section 2600 et seq.

## SECTION 03 - RFQ RESPONSE EVALUATION CRITERIA

### A. TWO-PART EVALUATION

Responses to the RFQ will be evaluated in two parts. The first rating of the design-build entity will be based on the scores for the individual sections of the Pre-Qualification Questionnaire provided in ATTACHMENT A.

PRE-QUALIFICATION QUESTIONNAIRE		MAX POINTS
Part I – Information About the Design-Build Entity Members		
	For identification purposes only	Not scored
Part II – Essential Requirements for the Design-Build Entity		
	Disqualified if any threshold question is not answered appropriately	Pass/Fail
Part III – Scored Questions		
A	General Contractor	210
B	Architect of Record	120
C	Principal Engineer(s)	95 each
D	Electrical Subcontractor(s)	170
E	Mechanical Subcontractor(s)	170
F	Other Subcontractor(s)	170
Part IV – Recent Projects Completed		
A	Design-Build Project 1	140
B	Design-Build Project 2	140
C	Design-Build Project 3	140

The successfully qualified design-build entity must separately pass all three scored sections in the Pre-Qualification Questionnaire (Part II – Essential Requirements for the Design-Build Entity, Part III – Scored Questions, and Part IV – Recent Projects Completed).

The second rating of the design-build entity will be numerically evaluated based upon a 2,000-point scoring system on the SOQ scoring criteria.

STATEMENT OF QUALIFICATIONS		MAX POINTS
Part I – Cover Letter		
A	Identification of Proposer	Not scored
B	Acknowledgment of Addenda	Not scored
C	Legal Structure of Company	Not scored
D	SOQ Point of Contact	Not scored
Part II – Team Organization		
A	Team Integration	200
B	Teaming Organization Chart	200

<b>Part III – Key Team Members</b>		
A	Design-Build Project Manager	110
B	Architect Project Manager	100
C	Structural Engineer Project Manager	60
D	Civil Engineer Project Manager	60
E	Electrical Engineer Project Manager	60
F	Mechanical Engineer Project Manager	60
G	Construction Project Manager	100
H	Superintendent	50
<b>Part IV – Project Approach</b>		
A	Project Approach	100
B	Quality Control for Design	100
C	Quality Control for Construction	100
<b>Part V – Experience</b>		
A	General Contractor Past Performance	175
B	Architect of Record Past Performance	175
C	Principal Engineer(s) Past Performance	125
D	Teaming Matrix	125
<b>Part VI – Claims &amp; Litigation History</b>		
A	Claims and Litigation History	100
<b>Part VII – Certification</b>		
A	Certification	Not scored
<b>SOQ TOTAL POINTS</b>		<b>2000</b>

## **SECTION 04 – RESPONSE SUBMISSION & GENERAL REQUIREMENTS**

### **A. GENERAL INFORMATION**

#### **1. Restriction on Communication**

All communications relating to this RFQ must be directed to the District via OpenGov. All direct communications between Proposers and District staff members, Board members or other District officials concerning this RFQ are strictly prohibited. Failure to comply with these requirements will result in disqualification.

#### **2. Examination of Documents**

By submitting a response to this solicitation, the Proposer represents that it has thoroughly examined and become familiar with the work required for the Project under this RFQ, it is familiar with the desired scope, and it is capable of performing quality work to achieve the District's objectives consistent with industry and professional standards.

Should a Proposer require clarification of this RFQ, the Proposer shall notify the District in writing via OpenGov. Written questions are due from Proposers as noted in Section 00. The District will issue written addenda clarifying any questions which will be sent via OpenGov to all persons who are following the RFQ. Proposers are required to register for an account through OpenGov. Once the submitter has completed their registration, in order for the submitter to receive addenda notifications via email, the Proposer must click on this RFQ and click on "Follow."

3. Addenda

The District reserves the right to revise or amend the solicitation documents. Such changes, if any, will be announced by addenda to this solicitation via OpenGov. Only questions answered by formal written addenda will be binding. No person is authorized to make any oral interpretation of any provision in this RFQ or the RFQ process, nor shall any oral interpretation be binding on the District. Oral statements or any instructions in any form, other than an addendum as described above, shall be void and unenforceable.

4. Funds for Design and Construction

The design and construction costs will be subject to the funds available for this Project. This amount will be listed in the RFP. The project may include a mix of local, state and federal funding sources. The District seeks to procure a contract offering the best value with the highest quality facilities meeting or exceeding the requirements and criteria established in the RFQ and RFP with the funds available. The District may not be able to make an award if the proposed prices exceed available funds for this Project.

**B. RFQ PROVISIONS**

The following information applies to all design-build entities who will submit a SOQ in response to this RFQ in addition to submitting a fully complete Pre-Qualification Questionnaire. Proposing firms will bear all costs of this RFQ.

1. Only design-build teams, as defined by Public Contract Code section 22161, are eligible to submit a response to the RFQ.
2. The proposer shall submit all requested information specified in the RFQ solicitation. The SOQ and the Prequalification Questionnaire are the proposer's response to the RFQ. The response must set forth full, accurate and complete information as required by this solicitation, including attachments.
3. The District will consider the adequacy of any submission in deciding the relevance and weight of the information to this RFQ. Where information about a specific subcontractor is properly submitted and given significant weight during the evaluation, the failure of the design-builder to actually perform with that subcontractor may be grounds for disqualification or termination or default.

**C. SUBMISSION OF RFQ RESPONSE**

In an effort to transition from a paper-based solicitation process, the Sacramento Metropolitan Fire District is now utilizing an e-Procurement Portal (OpenGov). OpenGov is a fully automated web-based e-procurement bidding system.

SUBMIT ELECTRONIC PROPOSAL VIA: <https://secure.OpenGov.com/portal/metrofire>

Responses may be received via OpenGov up to but not later than the Submission Deadline identified in Section 00. OpenGov's clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The District strongly recommends completing your response well ahead of the deadline. Proposers are solely responsible for ensuring all responses are timely received by the District. The District shall not be responsible for any delivery issues.

#### D. SUBMISSION REQUIREMENTS

To be considered complete, responses to the RFQ must include the following documents:

1. Pre-Qualification Questionnaire

The Pre-Qualification Questionnaire outlined in Section 13 and provided in ATTACHMENT A must be completed in its entirety and submitted in Adobe Acrobat PDF format.

2. Statement of Qualifications

A Statement of Qualifications (SOQ) document that conforms with the requirements outlined in Section 05 – Section 12 below must be submitted in Adobe Acrobat PDF format.

Each file shall be submitted electronically as previously described.

### SECTION 05 – STATEMENT OF QUALIFICATIONS (SOQ): GENERAL REQUIREMENTS

#### A. SOQ CONTENTS

The contents of the SOQ shall include the following sections, in the order listed below:

1. Design-Build Entity Cover Letter

The requirements for the cover letter are outlined in Section 06 below.

2. Design-Build Team Organization

The requirements for the description of the design-build team organization are outlined in Section 07 below.

3. Design-Build Team Key Members

The requirements for the description of the design-build team key members are outlined in Section 08 below.

4. Design-Build Team Project Approach

The requirements for the description of the design-build team's project approach are outlined in Section 09 below.

5. Design-Build Team Experience

The requirements for the description of the design-build team's past experience are outlined in Section 10 below.

6. Design-Build Team Claims and Litigation History

The requirements for claims and litigation history disclosures are outlined in Section 11 below.

7. Design-Build Team Certification

The SOQ certification requirement language is provided in Section 12 below.

#### B. SOQ ORGANIZATION & FORMAT

Each section of the SOQ must be clearly identified in accordance with the section names listed above. No additional materials shall be included in the SOQ unless specifically requested in Sections 06-12. Page numbers limits will apply in accordance with the requirements outlined in Sections 06-12. The font size shall be no less than 11-point.

## SECTION 06 – DESIGN-BUILD ENTITY COVER LETTER.

### A. REQUIREMENTS

The Proposer shall provide a maximum two-page cover letter. The cover letter may provide optional information about the design-build team and must, at a minimum, contain the following:

1. Name, title, mailing address, e-mail address and telephone number of primary point of contact (POC) for the SOQ.
2. Signature, name, title, mailing address, e-mail address and telephone number for the person authorized to contractually bind the design-build team, if different from the primary POC for the SOQ.
3. Proposed working relationship between Lead Entity and subcontractors.
4. Acknowledgment of receipt of all RFQ addenda, if any. List Addendum number and date issued.
5. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date submittals are due.
6. Description of why Proposer is uniquely qualified to serve as a Design-Build Entity to the District.

## SECTION 07 – DESIGN-BUILD TEAM ORGANIZATION

### A. REQUIREMENTS

The Proposer shall provide a maximum five-page description of the design-build team organization. This section must, at a minimum, contain the following:

1. Team Integration
  - a. Provide a description of the design-build team's legal structure (not the general contractor's legal structure). Is the proposed team a joint venture or a prime contractor/subcontractor or an integrated design-builder?
  - b. Identify each legal entity included on the design-build team as necessary, including, but not limited to: General Contractor, Architect of Record and Principal Engineer(s) (structural, civil, electrical, mechanical).
  - c. Describe how internal differences within the design-build team will be resolved. Provide a description of the teaming integration that facilitates issue resolution associated with design and construction challenges.
2. Team Organization Chart  
Provide a team organization chart which clearly delineates communication/reporting relationships among the design-build team key personnel, including key sub-consultants, subcontractors, and proposed quality control group.
3. Teams that demonstrate a complete understanding of the risk transfer from the District to the design-build team and then from the general contractor to the designers will be rated more favorably. Teams that include profit sharing or incentives to all design-build team members may receive additional consideration.

## SECTION 08 – DESIGN-BUILD TEAM KEY MEMBERS

### A. REQUIREMENTS

The Proposer shall provide brief resumes, up to two pages, for each of the key team members requested below. Do not provide additional resumes. In total, resumes must not exceed sixteen pages. For all resumes, proven experience with design-build projects for public entities and/or public safety training facilities will receive additional consideration.

#### 1. Design-Build Project Manager

This is the premier role on the design-build team and will act as the first point of contact between the design-build team and the District's team. The position requires a minimum of five years' experience in design or construction management. Demonstrate satisfactory experience to lead, manage and control both design and construction. The design-build project manager must be solely assigned to the planned Project. An individual that demonstrates cross functional expertise such as proven project manager, construction manager, and licensed architect or engineer will be rated more favorably.

#### 2. Architect Project Manager

A licensed professional architect with a minimum of five years' experience in projects of similar size and scope. An architect with construction administration experience will be rated more favorably.

#### 3. Structural Engineer Project Manager

A licensed professional structural engineer with a minimum of five years' experience designing structural systems for projects of similar size and scope.

#### 4. Civil Engineer Project Manager

A licensed professional civil engineer with a minimum of five years' experience designing for site conditions for projects of similar size and scope.

#### 5. Electrical Engineer Project Manager

A licensed professional electrical engineer with a minimum of five years' experience designing electrical systems for projects of similar size and scope.

#### 6. Mechanical Engineer Project Manager

A licensed professional mechanical engineer with a minimum of five years' experience designing mechanical systems for projects of similar size and scope. If another mechanical engineer is used to provide plumbing and/or HVAC, those individuals should be identified as appropriate.

#### 7. Construction Project Manager

The position requires a degree in Construction Management, Engineering or related field and a minimum of five years' experience in construction and construction management. The degree may be substituted by an additional five years of experience. Demonstrate satisfactory experience to lead, manage and control the integrated design and construction operations, quality control program and subcontracts. Proven experience with all applicable governmental approvals will be rated more favorably.

#### 8. Superintendent

The position requires a minimum of five years' experience as superintendent, managing multiple trades and subcontractors with proven experience in safety and quality control.

#### B. LICENSING & CERTIFICATIONS

All design professionals, including, but not limited to architects, engineers, fire protection engineers, land surveyors, landscape architects, etc. must be licensed to practice in the State of California.

All contractors and subcontractors are required to have an active contractor license in California and properly registered with the Department of Industrial Relations.

#### C. SUBSTITUTION OF KEY TEAM MEMBERS

If the Proposer is selected to continue to the RFP phase, the design-build team members identified in the SOQ must be included in any subsequent proposals submitted for the Project. Any change or substitution to key team members must be brought immediately to the attention of the District, who at their discretion will determine if such change or substitution is grounds for disqualification.

### SECTION 09 – DESIGN-BUILD TEAM PROJECT APPROACH

#### A. REQUIREMENTS

The Proposer shall provide a maximum five-page description of the design-build team's project approach and quality control processes as outlined below.

##### 1. Project Approach

This section requires a description of the interactions within the team, the District and with third-party agencies during the design and construction.

- a. Describe the roles of the design team with the construction team during design then during construction.
- b. Describe how the contractor and key subcontractors will be involved during the design process.
- c. Demonstrate an effective leadership and management system to control the design, maintain budget and schedule.
- d. Demonstrate how the team will review the available record drawings and develop a plan to verify field conditions necessary to produce accurate design documents.
- e. Describe the approach to eliminating change orders associated with existing conditions.
- f. Describe how systems will be selected to minimize operational costs over the life of the facility.
- g. Describe how District-provided requirements for phasing, design, construction, milestones and third-party agency requirements will be integrated into a comprehensive schedule.

##### 2. Quality Control for Design

This section requires a description of the process the design team will utilize to develop a complete and well-coordinated set of contract documents.

- a. Describe how revisions to the design will be controlled and tracked.
- b. Provide information on how the design team will submit packages to all applicable governmental agencies for timely approval.
- c. Identify how design modification approvals will be obtained from all applicable governmental agencies and the District during construction.
- d. Identify any constructability reviews, building information modeling, clash detection, etc. that may be employed by the design-build team.

3. Quality Control for Construction

Provide a description of the team's capabilities to commit and assure construction quality control.

- a. Describe how the team will handle internal and external requests for information, shop drawings, submittal reviews, progress meetings, site visits, contract completion, closeout, as-built and completion documentation.
- b. Provide a brief description of the general contractor's quality control plan.
- c. How unforeseen or unanticipated conditions on the Project will be handled and controlled.
- d. How errors or omissions in the construction documents will be handled and controlled.

## SECTION 10 – DESIGN-BUILD TEAM EXPERIENCE

### A. REQUIREMENTS

The Proposer shall provide a description of the design-build team's experience. This section must contain the following:

1. Past Performance

Provide up to three design-build project descriptions (one-page maximum per project) for each of the key team members: General Contractor, Architect of Record, and Principal Engineer(s) (structural, civil, electrical, mechanical).

- a. Project descriptions must include the following information:
  - i. Firm Name
  - ii. Name of Project
  - iii. Type of Facility
  - iv. Contract Amount
  - v. Start and Completion dates
  - vi. Identify the designer or general contractor for this Project
  - vii. Role on the Project
  - viii. Type of delivery method – design-build, design-bid-build, CM at-risk, private negotiated, bridging, or other
  - ix. Brief description of project
  - x. Detailed description of work self-performed – what exactly did this firm do for the project? Use this opportunity to highlight the skills and accomplishments the key team member brought to the project.
- b. It is to the Proposer's advantage to submit up to three projects for each key team member even if they are within the same company.
- c. If the Lead Entity or other key team members have no design-build experience, other project experience that is similar in size and scope is acceptable but not as advantageous.
- d. Projects that are similar in size, value, type of facility and complexity will be rated favorably.
- e. Recent relevant experience of the team members that closely resembles the Project will receive the highest ratings.
- f. Projects are required to have been completed within the last five years or are currently more than 50% of the total project duration complete.

2. Teaming Matrix

Provide a one-page teaming matrix showing projects that the design-build team has successfully completed within the past five years or are currently more than 50% of the total project duration complete.

- a. Projects may include various delivery methods such as: design-build, design-bid-build, CM at-risk, private negotiated, bridging, or other.
- b. The District will evaluate the design-build team's prior experience working together to attain successfully completed projects. Matrices that show design-build teaming experience on projects of similar size and scope will receive additional consideration.
- c. Example Teaming Matrix Format

PROJECT NAME	TYPE OF DELIVERY (Design-Build, Design- Bid-Build, CM@Risk, etc.)	TYPE OF PROJECT (Fire Stations, Training Facilities, Institutional, etc.)	GENERAL CONTRACTOR	ARCHITECT	STRUCTURAL ENGINEER	CIVIL ENGINEER	MECHANICAL ENGINEER	ELECTRICAL ENGINEER
Project 1			X	X	X			X
Project 2			X	X				X
Project 3				X	X	X	X	
Project 4			X					X

## SECTION 11 – DESIGN-BUILD TEAM CLAIMS & LITIGATION HISTORY

### A. REQUIREMENTS

All members of the design-build team included in the SOQ must disclose and provide information regarding any of the following in the past seven years:

1. Any claims, lawsuits, arbitration or other legal proceedings that involve the District.
2. Any claims, lawsuits, arbitration or other legal proceedings filed against any member of the design-build team by an owner or public agency.
3. Any claims, lawsuits, arbitration or other legal proceedings filed by any member of the design-build team against an owner or public agency.
4. Termination for cause or for convenience of any contract entered into by any member of the design-build team.
5. Any claim, lawsuit, arbitration or other legal proceeding regarding professional misconduct, bad faith, discrimination, or sexual harassment involving any member of the design-build team.
6. Any disciplinary action and/or investigation conducted by any local, state or federal agency involving any member of the design-build team.

The District may also consider any responses and information contained in the Pre-Qualification Questionnaire submitted by the proposer related to any claims, disputes, disciplinary action, etc.

## SECTION 12 – DESIGN-BUILD TEAM CERTIFICATION

### A. REQUIREMENTS

Each legal entity comprising the design-build team must complete and submit a certification with the language provided below:

I, \_\_\_\_\_ (printed name) hereby declare that I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of entity) submitting this Statement of Qualifications and all attachments hereto; that I am duly authorized to execute this Certification on behalf of the above-named company; and that all information set forth in this Statement of Qualifications and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date. I acknowledge that any false statements, inaccuracies or failure to disclose are grounds for disqualification. In executing this Declaration, I hereby permit the Sacramento Metropolitan Fire District to contact any owner, school district, contractor, subcontractor, supplier or any other party that the Sacramento Metropolitan Fire District deems relevant for purposes of verifying or gathering any information necessary to complete the evaluation of this Statement of Qualifications submittal.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was:

Subscribed at \_\_\_\_\_ (location and city), County of \_\_\_\_\_, on \_\_\_\_\_, State of \_\_\_\_\_, on \_\_\_\_\_ (date).

\_\_\_\_\_  
(Signature)

(If signed by other than the sole proprietor, a general partner, or corporate officer, attach original notarized power of attorney or corporate resolution.)

All information submitted for prequalification evaluation will be considered official information acquired in confidence and the District will maintain its confidentiality to the extent permitted by law.

## SECTION 13 – PRE-QUALIFICATION QUESTIONNAIRE

### A. REQUIREMENTS

The Pre-Qualification Questionnaire provided in ATTACHMENT A must be completed in its entirety and submitted in Adobe Acrobat PDF format as a separate file.

## SECTION 14 – CONCEPTUAL DRAWINGS

Conceptual drawings are provided for reference in ATTACHMENT B. Conceptual drawings are provided to communicate a vision for the Project but should not limit Proposer's ideas provided the Project Description is accomplished.



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

**DATE:** October 12, 2023  
**TO:** Board of Directors  
**SUBJECT:** FY2023/24 Capital Improvement Plan Amendment

## TOPIC

Request to approve an amendment to the FY2023/24 Capital Improvement Plan.

## BACKGROUND

On September 14, 2023, the Sacramento Metropolitan Fire District's (District) Board of Directors adopted Resolution 2023-048 to adopt the FY2023/2024 – 2027/2028 Capital Improvement Plan (CIP) which authorized the implementation or continuation of twenty-three (23) capital projects, including Project 23-54 Squad Vehicle Acquisition 2023.

## DISCUSSION

Project 23-54 Squad Vehicle Acquisition 2023 as approved in the current CIP included the purchase and equipping of three (3) squad vehicles. The requested CIP amendment would approve the funding of one additional squad vehicle and the associated vehicle communications package. When the District's first squad unit was placed in service in August of 2022, the District assigned a temporary vehicle to be deployed while specifications for the permanent squad vehicle were developed. With specifications complete and an additional squad unit planned to go into service with a temporary vehicle in November 2023, the funding of a total of four (4) vehicles is required to provide two (2) frontline units and two (2) mechanical reserve units. Current lead times for the squad vehicles is 530 days, so the purchase of these vehicles is critical to ensuring continuity of operations as well as for providing flexibility to support service delivery changes in the coming years.

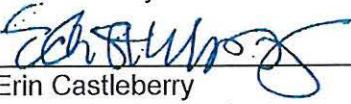
## FISCAL IMPACT

The total cost for the purchase and equipping of the additional vehicle is \$353,570. \$29,760 will be funded in the General Fund by a use of reserves, while \$323,810 will be funded in the Capital Facilities Fund and financed over five (5) years.

## RECOMMENDATION

Staff recommends the Board adopt the attached resolution to amend the FY2023/24 Capital Improvement Plan and the budget amendment resolutions for the General Fund 212A and Capital Facilities Fund 212D.

Submitted by:

  
Erin Castleberry  
Administrative Analyst

Approved by:

  
Jeff Frye  
Chief Development Officer

## ATTACHMENTS:

- Attachment 1: Resolution – FY2023/24 Capital Improvement Plan Amendment
- Attachment 2: Resolution – Budget Amendment for General Fund 212A
- Attachment 3: Resolution – Budget Amendment for Capital Facilities Fund 212D



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

## RESOLUTION NO. 2023-XXX

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT AMENDING THE FY2023/2024 CAPITAL IMPROVEMENT PLAN

**WHEREAS**, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

**WHEREAS**, the Board of Directors passed Resolution 2023-048 on September 23, 2023 to adopt the FY2023/2024 – 2027/2028 Capital Improvement Plan ("CIP"); and

**WHEREAS**, changes to Project 23-54 Squad Vehicle Acquisition 2023 are necessary in order to maintain continuity of operations and provide flexibility to support service delivery changes in the coming years; and

**WHEREAS**, the District desires to amend the FY2023/24 CIP to authorize the requested changes to Project 23-54 Squad Vehicle Acquisition 2023.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors of the Sacramento Metropolitan Fire District does hereby approve the requested changes to Project 23-54 Squad Vehicle Acquisition 2023 and amend the FY2023/24 Capital Improvement Plan to reflect these changes.

**PASSED, APPROVED AND ADOPTED** this 12<sup>th</sup> day of OCTOBER, 2023. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

By: \_\_\_\_\_  
President, Board of Directors

**ATTEST:**

Marni J. Rittburg, CMC, CPMC  
Clerk of the Board



# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE  
Fire Chief

## RESOLUTION NO. 2023-XXX

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING A BUDGET AMENDMENT TO THE FINAL BUDGET FOR THE GENERAL FUND 212A FOR THE FISCAL YEAR 2023/24

**WHEREAS**, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

**WHEREAS**, the Board of Directors has adopted an amendment to the FY2023/24 Capital Improvement Plan to approve additional funding for Project 23-54 Squad Vehicle Acquisition 2023; and

**WHEREAS**, a use of reserves is required to fund the additional expenditure; and

**WHEREAS**, the Final Budget for the General Fund 212A for Fiscal Year 2023/24 was adopted by the Board of Directors on September 14, 2023, which did not include this funding.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Sacramento Metropolitan Fire District that, in accordance with Section 13890 of the Health and Safety Code, the Final Budget for the General Fund 212A for the Fiscal Year 2023/24 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	COST	ACCOUNT CATEGORY	BUDGET INCREASE/ (DECREASE)
ACCOUNT	FUND	CENTER	CENTER	
20226500	212A	2129212	2129212000	COMPUTER INV EQUIP \$ 4,670
20227200	212A	2129212	2129212000	COMM EQUIP SUPPLY \$ 24,500
20281100	212A	2129212	2129212000	COMPUTER SERVICES \$ 590
74000000	212A	2129212	2129212000	FUND BALANCE UNRESERVED (\$ 29,760)

**BE IT FURTHER RESOLVED** that the means of financing the expenditure program will be by monies derived from all revenue sources and fund balance available.

**RESOLUTION NO. 2023-XXX**

Page 2

**PASSED, APPROVED AND ADOPTED this 12<sup>th</sup> day of OCTOBER, 2023. I,  
MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE  
DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a  
regular meeting of the Sacramento Metropolitan Fire District Board by the following roll  
call vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

By: \_\_\_\_\_  
President, Board of Directors

**ATTEST:**

---

Marni J. Rittburg, CMC, CPMC  
Clerk of the Board



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

## RESOLUTION NO. 2023-XXX

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING A BUDGET AMENDMENT TO THE FINAL BUDGET FOR THE CAPITAL FACILITIES FUND 212D FOR THE FISCAL YEAR 2023/24

WHEREAS, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, the Board of Directors has adopted an amendment to the FY2023/24 Capital Improvement Plan to approve additional funding for Project 23-54 Squad Vehicle Acquisition 2023; and

WHEREAS, the Final Budget for the Capital Facilities Fund 212D for Fiscal Year 2023/24 was adopted by the Board of Directors on September 14, 2023, which did not include this funding.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Sacramento Metropolitan Fire District that, in accordance with Section 13890 of the Health and Safety Code, the Final Budget for the Capital Facilities Fund 212D for the Fiscal Year 2023/24 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET INCREASE/ (DECREASE)
43430100	212D	2123000	2123000000	VEHICLES	\$323,810
98987200	212D	2123000	2123000000	PROCEEDS FROM FINANCING	\$323,810

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all revenue sources and fund balance available.

PASSED, APPROVED AND ADOPTED this 12<sup>th</sup> day of OCTOBER, 2023. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

### SACRAMENTO METROPOLITAN FIRE DISTRICT

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC  
Clerk of the Board