



Todd Harms  
Fire Chief

# Sacramento Metropolitan Fire District

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

## BOARD OF DIRECTORS - REGULAR MEETING

Thursday, December 12, 2019 – 6:00 PM

Sacramento Metropolitan Fire District  
10545 Armstrong Avenue  
Board Room – Second Floor  
Mather, California

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

**Gay Jones**  
Board President  
Division 8

**Jennifer Sheetz**  
Board Vice President  
Division 5

**Matt Kelly**  
Board Secretary  
Division 7

**Cynthia Saylor**  
Board Member  
Division 1

**Grant Goold**  
Board Member  
Division 2

**Randy Orzalli**  
Board Member  
Division 3

**Ted Wood**  
Board Member  
Division 4

**D'Elman Clark**  
Board Member  
Division 6

**Jim Barnes**  
Board Member  
Division 9

### CALL TO ORDER

### PLEDGE TO FLAG

### METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Monday, December 16<sup>th</sup> at 6:00 pm and Wednesday, December 18<sup>th</sup> at 9:00 am on Channel 14; Webcast at [www.sacmetrofire.com](http://www.sacmetrofire.com).

The open session Meetings are also available for viewing on the District website at [www.metrofire.ca.gov](http://www.metrofire.ca.gov).

### 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 desiring 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 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. Consent Agenda is acted upon as one unit unless a Board member requests separate discussion and/or action.*

Serving Sacramento and Placer Counties



# Sacramento Metropolitan Fire District

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

## REGULAR BOARD MEETING AGENDA

THURSDAY, DECEMBER 12, 2019

	<u>Page No.</u>
<b>CONSENT ITEMS</b>	
1. <b>Action Summary Minutes</b> <b>Recommendation:</b> Approve the Action Summary Minutes for the Special Board meeting of November 9, 2019.	5
2. <b>Action Summary Minutes</b> <b>Recommendation:</b> Approve the Action Summary Minutes for the Board meeting of November 14, 2019.	8
3. <b>Resolution No. 2019-090 – John de Graaff Station 32 Dedication</b> <b>Recommendation:</b> Adopt Resolution dedicating Station 32 in memory of John de Graaff.	14
4. <b>Appoint Delegate to Sacramento Regional Fire/EMS Comms Center JPA</b> <b>Recommendation:</b> Appoint Deputy Chief Shannon as the delegate to the Sacramento Regional Fire/EMS Communications Center JPA.	15
5. <b>2020 Schedule of Regular and Special Board Meetings</b> <b>Recommendation:</b> Approve the 2020 schedule of regular and special Board Meetings, and cancel meetings that fall on or near holidays.	16
6. <b>Surplus Vehicle Designation</b> <b>Recommendation:</b> Adopt a Resolution establishing a list of surplus vehicles and sell or donate the vehicles as deemed appropriate by the Fire Chief.	18
7. <b>Maintenance Contract – Lifepak 15 Monitor/Defibrillator Inventory</b> <b>Recommendation:</b> Approve the one-year Stryker ProCare Program maintenance contract for the Lifepak 15 inventory.	22
8. <b>Revision of Board Policy – Family and Medical Leave</b> <b>Recommendation:</b> As recommended by the Policy Committee, approve the revision to the Family and Medical Leave Policy	34
<b>PRESENTATION ITEMS</b>	
1. <b>5 Years of Service to Director Barnes (Chief Harms)</b> <b>Recommendation:</b> Receive presentation. No action required.	*
<b>ACTION ITEMS</b>	
1. <b>Contract Approval – Fuel and Lubricant Procurement</b> <i>(Mark Jones, Logistics/Purchasing Manager)</i> <b>Recommendation:</b> Approve contract to allow Metro Fire participate in the Sacramento Area Council of Government regional fuel contract.	42
2. <b>Notice of Award – RFP 19-13 Future Fire Station 68 Construction Manager at Risk (Erin Castleberry, Administrative Specialist)</b> <b>Recommendation:</b> Adopt a Resolution authorizing the Fire Chief, or designee, to execute the agreement with Roebbelen Construction Management Services, Inc.	45



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## REGULAR BOARD MEETING AGENDA

THURSDAY, DECEMBER 12, 2019

3. **Sacramento LAFCo Run-Off – Selection of Alternate Special District Commissioner** (*President Jones*) 119  
**Recommendation:** Select one candidate for Alternate Special District Commissioner, Office No. 6 and 7.
  
4. **Election of Board Officers** (*Board Clerk Penilla*) 130  
**Recommendation:** Nominate and elect members of the Board to serve as:  
a) President, b) Vice President, and c) Secretary for one year terms to commence January 1, 2020.

## REPORTS

1. **PRESIDENT'S REPORT**—(*President Jones*)
2. **FIRE CHIEF'S REPORT**—(*Chief Harms*)  
**OPERATIONS' REPORT** – (*Deputy Chief Bridge*)
3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT**
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 Jones*)  
Next Meeting: January 9, 2020 at 5:30 PM
  - B. **Communications Center JPA** – (*AC Wagaman*)  
Report Out: December 10, 2019 at 9:00 AM  
Cosumnes Community Services District Board Chambers  
8820 Elk Grove Boulevard  
Elk Grove, CA 95624  
Next Meeting: December 24, 2019 at 9:00 AM
  - C. **California Fire & Rescue Training JPA** – (*DC Shannon*)  
Next Meeting: January 16, 2020 at 4:00 PM
  - D. **Finance and Audit Committee** – (*Director Kelly*)  
Report Out: December 12, 2019 at 5:30 PM  
Next Meeting: January 23, 2020 at 5:30 PM
  - E. **Policy Committee** – (*Director Goold*)  
Next Meeting: TBD

## BOARD MEMBER QUESTIONS AND COMMENTS



# Sacramento Metropolitan Fire District

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## REGULAR BOARD MEETING AGENDA

THURSDAY, DECEMBER 12, 2019

### CLOSED SESSION

1. **Workers' Compensation Settlement Authority - Two matters Pursuant to California Government Code Section 54956.9 (a)**
  - A. Randy Bowes and the Sacramento Metropolitan Fire District  
Claim #s SMDN – 549157; SMDN – 54946  
Workers Compensation Settlement Authority  
Lenahan, Lee, Slater, Pearse & Majernik, LLP
  - B. Jeffrey Dornbush and the Sacramento Metropolitan Fire District  
Claim #s SMDN – 549055; SMDM -548975; SMDI – 548398; SMDO - 549322  
Workers Compensation Settlement Authority  
Lenahan, Lee, Slater, Pearse & Majernik, LLP
  
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant Exposure to litigation pursuant to California Government Code Section 54956.9 (b): One case**
  - A. Claim Against Public Entity Pursuant to Government Code Section 910  
Medic Ambulance Service, Inc. v. Sacramento Metropolitan Fire District  
General Counsel Lavra

### ADJOURNMENT

#### NEXT BOARD MEETING(S):

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

- Next Regular Board Meeting – January 9, 2020 at 6:00 PM

*The following action and presentation items are scheduled for the next board meeting agenda. Board members are requested to identify additional action or presentation items they desire to be scheduled on the agenda.*

**ANTICIPATED AGENDA ITEMS: TBD**

**Posted on December 9, 2019**

**Melissa Penilla, Clerk of the Board**

\* No written report

\*\*  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.



# Sacramento Metropolitan Fire District

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

**TODD HARMS**  
Fire Chief

## **ACTION SUMMARY MINUTES – SPECIAL MEETING**

### **BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT SATURDAY, NOVEMBER 9, 2019 – 9:00 A.M. 10545 Armstrong Avenue – Board Room Mather, California**

#### **CALL TO ORDER**

The meeting was called to order at 9:00 a.m. by President Jones. Board members present: Clark, Goold, Jones, Kelly, Orzalli, Saylor, Sheetz and Wood. Board members absent: Barnes. Staff present: Chief Harms, Board Clerk Penilla, Executive Staff and various Command Staff.

#### **PLEDGE TO FLAG**

**PUBLIC COMMENT: None**

#### **PRESENTATION ITEM:**

#### **1. Annual Board Workshop**

##### **Introduction and Mission Driven Culture – Chief Harms**

Chief Harms welcomes everyone, and thanks Directors and staff for joining to work through the strategic plan. He shared that over the last several weeks they have completed 20 meetings with the members in Fire Chief's Forums. The various groups talked about several items including new Station 68, the amount of calls our medics respond to, vehicle accidents, mobile integrated health program, future growth within the District, bathrooms related to gender, and retirements. Chief Harms wrapped up an overview of the Chief's forums by reminding everyone that the number one priority is service delivery, and the current areas of focus which are training, general consistency throughout the shifts, and the dispatch center.

Effective January 1, 2020 Metro Fire and City Fire will have a command officer assigned to the dispatch center. These officers will be tasked with working operationally and administratively with dispatch center staff.

Director Goold asks about EMD? Do these protocols disallow for dispatchers to make decisions and be adaptable based on the situation. Chief Harms responds with that being something we are going to look at, along with CQI.

Director Jones asks about the procedure for sending out strike teams. AC Wagaman responds with an overview of the process, a call comes in through the dispatch center, with the request being worked through the Operations Division. The goal is to have the strike team at the rendezvous point within half an hour, which we have been successful in doing this year. Director Jones also asks about the bathrooms related to gender, with Chief Harms responding based on

the makeup of the crew at the particular station. Director Jones asks for more information on this, as she spent significant time, along with previous Director Lawson, on this issue.

Lastly, Chief Harms touched on the Metro Way, and referenced a document that was passed out to each of the Directors. This document allows for Metro Fire to remain consistent in the way that we act and expectations we have as a fire agency. There is one core value where the feedback from the membership has been negative, and that is Service Before Self, which we would like to change Dedication to Duty. In 2020 we plan to roll this out to membership with the help of AC House, and Hermocillo-Azevedo Strategic Communications LLC.

9:30 AM

Tim Dunkin with Dunkinworks welcomed the Board to the Strategic Planning Workshop. He explained his slightly different approach to developing a Strategic Plan. This includes effective planning, looking at big-ticket items and making sure they are addressed throughout the plan. This Plan becomes a tool used on an ongoing basis, potentially looked at on a quarterly basis, utilized as a management tool. This helps the Board and staff know where Metro Fire is at and the path going forward.

Tim passes out the format model to be used today to develop the strategic plan. There are four areas: maintaining the District in alignment with the mission, oversight of programmatic services, oversight of fiscally responsibility, and sustainability in a variety of ways including culture, which are the key responsibilities of Board Leadership. There is a significant amount of Metro Fire's budget that is designated to things like salaries and maintaining District owned facilities, leaving only a small amount that can be used at the Board's discretion.

We will be looking at having 3-5 key strategies, and identifying the projects associated with each strategy. One thing to keep in mind is that the goal today is not to focus on the approximate 85% of the budget that is already designated to resources.

We review the mission of Metro Fire, which is to provide professional and compassionate protection, education, and service to our community. With that comes several big areas of focus: people, service delivery, infrastructure or asset management, budget sustainability, forecasting or the future, partnerships and optics management, community engagement, and communication.

External engagement – partnerships specifically formal and informal (improves visibility federal/state/local), communications and marketing (develop communications strategy), and community outreach (assessment of current and future K-12 options and activities).

Members – culture (implement the Metro Way, and member for life program), professional development (review of professional development program), health and well-being (risk management assessment, wellness center plan), recruitment and retention (diversity development and recruitment plan, hiring plan including diversity development and EMT/Paramedic).

Service Delivery – best practices (EMS – service delivery, Emergency Response, Special Operations), administrative coordination (fire dispatch analysis), sustainability (standard of coverage analysis, data analysis), accreditation (research process).

**Break at 10:50am, resume at 11:00am.**

Capital Assets – Real property (CIP, Real Estate Plan), vehicle and apparatus (CIP, risk management analysis), professional equipment (CIP).

Financial Management – new revenues (analysis of future consolidations, analysis of new revenue opportunities), current revenue maintenance (fee studies), future projections (multiple year projection for annual budget)

**Break at 12:00pm, resume at 12:30pm.**

The next step in the Planning process is to prioritize each of the projects with an A – already in process, B – coming soon, and C – on radar and will come at a later time.

We will receive this strategic plan document in draft form, Tim recommends the Board finalize and adopt this plan, and the Chief report out on the plan on a quarterly basis. It also gives the Board an opportunity to reprioritize this document on a quarterly basis, with a full review once per year.

Chief Harms talks about the strength in being here and creating this plan. He thanks each of the Board Members for their commitment and being engaged with Metro Fire. He especially thanks Tim for his work today. Director Jones shares the same sentiments as Chief Harms and thanks everyone for their participation.

**ADJOURNMENT**

The meeting adjourned at 2:13 p.m.

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Gay Jones, President

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Matt Kelly, Secretary

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Melissa Penilla, Clerk of the Board



TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

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## ACTION SUMMARY MINUTES – REGULAR MEETING

**BOARD OF DIRECTORS  
SACRAMENTO METROPOLITAN FIRE DISTRICT  
Thursday, November 14, 2019  
10545 Armstrong Avenue – Board Room  
Mather, California**

### CALL TO ORDER

The meeting was called to order at 6:00 pm by President Jones. Board members present: Barnes, Clark, Gould, Jones, Saylor, Sheetz, and Wood. Board members absent: Kelly and Orzalli. Staff present: Chief Harms, Clerk Penilla, and General Counsel Lavra.

### PLEDGE TO FLAG

**PUBLIC COMMENT:** None.

**President Jones announced at the beginning of the meeting that Action Item #1 has been removed from the agenda.**

### CONSENT ITEMS

**Action:** Moved by Clark, 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 Board meeting of October 24, 2019.  
**Action:** Approved Action Summary Minutes.
- 2. Temporary Construction Easement – Watt/Myrtle**  
**Recommendation:** Adopt a resolution authorizing the execution of a temporary construction easement at Watt and Myrtle.  
**Action:** Adopted Resolution No. 2019-089

### PRESENTATION ITEMS

- 1. FY2017/18 Achievements from the Government Finance Officers Association**  
*(Amanda Thomas, Chief Financial Officer)*  
**Recommendation:** Receive presentation. No action required.  
**Action:** Presentation received, no action taken.
- 2. Advanced Life Support Ambulance Service RFP Process**  
*(Mark Jones, Logistics/Purchasing Manager)*  
**Recommendation:** Receive presentation. No action required.

During the presentation Mr. Jones discussed future dates to present related items to the Board, a presentation item is planned for February 27, 2020, and an action item for the meeting on March 12, 2020. These dates may fluctuate due to negotiations with bidders.



### **Director Goold's Questions**

What level of inter-rater reliability will you set, and who will monitor that inter-rater reliability?

Will there be a scoring rubric provided to the individual proposers? And will there be a rubric for the proposal review and interview review? Have the rubrics been developed, and again, will they be provided to the parties prior to the review? Will the rubric be weighted, or will each item have equal importance? He challenges staff to determine the best practice related to rubrics and ambulance procurement.

Have you identified how this new process is different than the last process, and if so what changes were made?

Related to negotiations, he inquired who we will negotiate with, all parties or the top ranked proposer? Mark Jones responded, staff will negotiate with the top ranked proposer first. Director Goold recognized we could exhaust the pool if negotiations with all proposers are unsuccessful.

Has staff reached out to any of the Directors to determine what criteria they would like to see in the responses, specific to the ambulance provision piece?

Director Goold publically stated that he has other questions, but will do those offline.

### **Director Saylor's Questions**

Why do we need to do this RFP in the first place? Why can't Metro Fire's own medics do this? Chief Harms responds to this question, he explains the addition of surge protection in the system is key to staffing levels. Ultimately, would we like to maybe have all fire based medics in the system, yes. The ability in the SRP Program gives us a recruiting area of bringing people into the organization. An example of where the ambulance service contract could be beneficial is during the Kincaid Fire, or during the air show, when we need surge protection or up-staffing quickly. Staffing in 12-hour shifts gives us the flexibility to put additional medics in place during peak times at a beneficial cost.

In September we began running medic units with overtime paramedics, or Flex Medics. Is that correct?

Chief Harms responds, he explains we budget each year for six months for two flex medics. One of the issues this year involved a number of the SRP employees went into the fire academy in July, and a SRP academy running at the same time. To help with this we extended our flex medics until the SRP Academy was done.

What is the unit hour cost of flex medic units running with overtime paramedics?

Chief Harms does not have the numbers in front of him, but he offers that information along with fire base medics, SRP medics, overtime for fire and SRP units, and our contract with AMR.

**Action:** Presentation received, no action taken.

### **ACTION ITEMS**

#### **1. Contract Approval – Fuel and Lubricant Procurement**

*(Mark Jones, Logistics/Purchasing Manager)*

**Recommendation:** Approve contract to allow Metro Fire participate in the Sacramento Area Council of Government regional fuel contract.

**Action:** This item was removed from the agenda, no action taken.

**November 14, 2019 Board Meeting Action Summary Minutes**

**Page 2 of 6**

**2. Purchase Approval – Three 2019 Leader Ambulances**

*(Shea Pursell, Fleet Manager)*

**Recommendation:** Approve the purchase of three 2019 Leader Ambulances at an amount not to exceed \$630,878.52.

**Action:** Moved by Wood, seconded by Clark, and carried unanimously by members present to purchase of three 2019 Leader Ambulances at an amount not to exceed \$630,878.52

**REPORTS**

**1. PRESIDENT'S REPORT:**

President Jones reported on the recent 2X2 meeting with Sacramento County, it was a great meeting to share information and raise awareness levels, and thanked all who participated. She was also appreciative of the participation that took place during the strategic planning process this weekend. She and Director Saylor attended the Special District Advisory Committee to Sacramento County LAFCo, Metro Fire continues to be a leading special district in this group. President Jones attended the LAFCo conference two weeks ago, this event took place in Sacramento, and attendees had a chance to visit the West Sacramento regional fire museum.

**2. FIRE CHIEF'S REPORT:**

**Recruitment**

Single Role EMT and Paramedic, Final Filing Date 11/29, 4:00 PM

**Reassignment**

Effective 11/18, Captain/Paramedic Shani Cornell selected to fill the EMS Day Captain

Effective 10/21, Captain Brian Currie and Captain JD Flint are temporarily assigned to days through June 30, 2020. They will report to the Training Division and work on the Strategy & Tactics program. Their primary role is to assist the Operations Division in facilitating and delivering a consistent training package to the different battalion training locations.

**Retirement**

Effective 11/1, Captain Paul Burke – 29 years of service

**Meetings**

Fire Chief Forums: 20 sessions during the end of October through November 8<sup>th</sup>.

10/29, Count of Sacramento / Metro Fire 2x2 had a very positive first meeting

10/30, Labor Management Collaboration Meeting (LMCM)

10/30, Here for Tomorrow – Celebrating our Community Life Savers

- Hosted by Cosumnes Fire
- While off-duty, Captain Ed Henderson was at Bartholomew Sports Complex in Elk Grove when he witnessed a sudden cardiac arrest. He directed the other bystanders on what to do and, as Cosumnes units arrived, he took the iPad and completed all of the personal information from the family on scene. With his quick response, and being at the right place at the right time, there was a positive response for the patient.

10/30, Sacramento Kings First Responder Night

11/2, Pioneer Mutual Hook & Ladder Society – Grand Opening of the Sacramento Regional Fire Museum Learning & Event Center

11/9, Annual Workshop – Strategic Planning

### **OPERATIONS REPORT**

Assistant Chief Lozano reported out for the Operations Division. Since the last Board Meeting on October 24<sup>th</sup> Metro Fire responded to 5,903 total calls, with about 4,337 being EMS related and a transport rate of 68%. The busiest medic unit was Medic 101 with 269 responses, and E53 was the busiest engine with 291 responses. Metro Fire responded to 17 building fires.

He highlighted a response that demonstrated teamwork in the Operations Division, this incident was a vegetation fire that took place on October 30<sup>th</sup>. Crews responded to Grant Line Road for a reported Vegetation Fire, with a vehicle into a pole, wires down, vehicle and grass on fire. Upon arrival, crews found a 1 acre grass fire, a fully involved vehicle, broken power pole with wires down, and victims who had self-extricated. Medic crews went to work right away, the Dozer Operator put a line around the fire, and crews assisted in extinguishing the fire. SMUD was contacted to shut the power off. In total the incident took about half an hour with a total of 3 acres burned.

Metro Fire responded to a major in-flight emergency at Mather Airport for a reported issue with the front landing gear. There were five people on board with three hours of loiter time to burn fuel. BC Jenkins and AC Wagaman were able to stage command, operations, medical, fire control, and plan for contingencies. The plane landed, to which the nose gear did collapse, but the pilot did an amazing job keeping the nose gear up as long as possible. All passengers were able to safely exit the plane with no injuries.

### **3. SMFD – FIREFIGHTERS LOCAL 522 REPORT:**

FF/P Mitch Thomas assigned to Truck 106 on A shift, and A shift representative reported to the Board. VP Jamison along with the Executive Board is attending the California Firefighter Joint Apprenticeship Conference. A member, Holly Gardner, recently attended the Women's Conference in Boston. He is looking forward to the Board approving the changes to the Sick Leave and Leave of Absence policies, Metro Fire has become a very young department and many employees have growing families. Lastly, he reminds every one of the Dean Baker Crab Feed.

### **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 Jones)**

Next Meeting: TBD

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

Report Out: November 12, 2019 at 9:00 AM

The heard a presentation from the Center's GIS Staff, who are experts in the field, and what is to come in the future related to how we respond to calls.

- C. **California Fire & Rescue Training JPA – (DC Shannon)**  
Next Meeting: January 16, 2020 at 4:00 PM
- D. **Finance and Audit Committee – (Director Kelly)**  
Next Meeting: December 12, 2019 at 5:30 PM
- E. **Policy Committee – (Director Goold)**  
Report Out: November 14, 2019 at 5:30 PM  
The Committee met earlier and took action on the Family and Medical Leave Policy with changes coming to the full Board for consideration. We also heard changes on administrative policies related to the recently negotiated contract for Sick Leave, Leave of Absence, and Modified Duty.  
Next Meeting: TBD

## **BOARD MEMBER QUESTIONS AND COMMENTS**

Director Saylor thanked CFO Thomas for the presentation and congratulated the Finance Division for the award. She thanked staff for the work done on Saturday, and their efforts during the workshop.

Director Goold congratulated the Finance Division for their award and hopes the awards are on Metro Fire's website, so the public can see the transparency efforts. He too appreciated the workshop on Saturday, and thanked staff for the great experience and shared ideas. Lastly, as the holiday season approaches, he urges people to reach out to those who are less blessed.

Director Wood congratulated CFO Thomas and staff, and thanked Mr. Pursell for all the work he does.

Director Clark echoed comments related to the Finance Division's award, and thanked Mark Jones and Shea Pursell for the presentations. He also enjoyed attending the strategic planning meeting over the weekend.

Director Barnes congratulated the Finance Division for being recognized for their great work. He wished a Happy Thanksgiving to everyone, and reminded people to hug their families a little tighter during the holiday season.

Director Sheetz congratulated Captain Burke and is looking forward to attending the academy graduation and Dean Baker Crab Feed. She also congratulated the Finance Division, and is confident we will continue to get more yearly medallions. She was pleased with the presentation from Mark Jones, specifically the slide that talked about decisions being kept internally.

Director Jones is looking forward to attending the Dean Baker Crab Feed and wished everyone a Happy Thanksgiving.

## CLOSED SESSION

The Board convened to Closed Session at 6:55 pm.

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant Exposure to litigation pursuant to California Government Code Section 54956.9 (b): One case**

- A. Claim Against Public Entity Pursuant to Government Code Section 910  
Catherine Nevins v. Sacramento Metropolitan Fire District  
Deputy Chief Casentini

**Action:** On a motion by Goold, seconded by Sheetz, and carried unanimously by members present to reject the claim.

2. **PERSONNEL MATTERS – PUBLIC EMPLOYEE EMPLOYMENT Pursuant to California Government Code Section 54957**  
Fire Chief Employment

**Action:** The Board took no reportable action.

The Board reconvened to Open Session at 7:10 pm

## ADJOURNMENT

The meeting was adjourned at 7:13 pm.

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Gay Jones, President

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Matt Kelly, Secretary

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Melissa Penilla, Board Clerk

# *Resolution for Captain John de Graaff Station 32 Dedication*

*WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District wish to dedicate Station 32 in memory of John de Graaff, who passed away April 25, 2009, at the age of 54 from cardiac arrest; and*

*WHEREAS, John de Graaff served for 30 years with the Sacramento Metropolitan Fire District. He was an honorable Fire Captain, well respected by his peers, who took great pride in public service and making his community safe. He worked at Metro Fire Station 32, located on Roediger Lane, proudly serving the Sacramento community of Fair Oaks; and*

*WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District, on behalf of the Sacramento Metropolitan Fire District does hereby acknowledge the exemplary public service and dedication of John de Graaff.*

*NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Sacramento Metropolitan Fire District does hereby proclaim recognition and remembrance of John de Graaff for his countless contributions and the support he provided for the fire service and public safety by dedicating Station 32 in his honor.*

*BE IT FURTHER RESOLVED, that this foregoing Resolution No. 19-XXX was passed and adopted on December 12, 2019, by the Sacramento Metropolitan Fire District Board of Directors.*

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Gay Jones, Board President

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Melissa Penilla, Board Clerk



# Sacramento Metropolitan Fire District

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Todd Harms  
Fire Chief

**DATE:** December 12, 2019  
**TO:** Board of Directors  
**SUBJECT:** Appoint Delegate to the Sacramento Regional Fire/EMS Communications Center Joint Powers Authority

## TOPIC

Metro Fire must appoint a new primary delegate to the Sacramento Regional Fire/EMS Communications Center (SRFECC) Joint Powers Authority.

## DISCUSSION

On December 13, 2018, Assistant Chief Tyler Wagaman was appointed as Metro Fire's primary delegate to the Sacramento Regional Fire/EMS Communications Center (SRFECC) Joint Powers Authority. Due to Chief Wagaman's upcoming reassignment to the SRFECC Chief Executive Director, the need to appoint a new delegate has arisen. It is staff's recommendation that the delegate for this appointment be a Command Staff member who is familiar with the regular operations of the SRFECC and has the ability to participate in regularly scheduled meetings.

## RECOMMENDATION

Staff recommends the Board appoint Deputy Chief Brian Shannon as the new primary delegate for the Sacramento Regional Fire/EMS Communications Center (SRFECC) Joint Powers Authority. Deputy Chief Eric Bridge will remain the alternate delegate.

Submitted by:

Eric Bridge  
Deputy Chief, Operations

Approved by:

Todd Harms  
Fire Chief



**TODD HARMS**  
Fire Chief

# Sacramento Metropolitan Fire District

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

**DATE:** December 12, 2019  
**TO:** Board of Directors  
**SUBJECT:** 2020 Schedule of Regular and Special Board Meetings

## TOPIC

Schedule of regular and special board meetings for 2020, and cancellation of meetings that fall on holidays.

## DISCUSSION

The regular meetings of the Board of Directors are scheduled for the second and fourth Thursday of each month. Staff anticipates a special meeting on September 24<sup>th</sup> for the annual workshop, with cancellation of the Finance and Audit Committee earlier in the evening. The fourth Thursdays in the months of November and December fall on November 26<sup>th</sup>, Thanksgiving Day, and December 24<sup>th</sup>, Christmas Eve. It has been a past practice of the Board to cancel board meetings on dates that conflict with holidays. The Board of Directors Policies and Procedures, Paragraph 6(a), states that regular meetings may be cancelled or additional meetings may be scheduled with consent of the majority of the Board of Directors during a prior regularly scheduled Board meeting.

## RECOMMENDATION

Staff recommends the Board approve a schedule of regular and special meetings for Calendar Year 2020 as shown in Attachment 1, including cancelling the meetings of November 26<sup>th</sup> and December 24<sup>th</sup>.

Submitted By:

  
\_\_\_\_\_  
Melissa Penilla, Board Clerk

Attachment (1) – 2020 Calendar of Meetings





# Sacramento Metropolitan Fire District

10545 Armstrong Avenue, Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916)859-3720

**TODD HARMS**  
Fire Chief

## SACRAMENTO METROPOLITAN FIRE DISTRICT BOARD OF DIRECTORS SCHEDULE OF REGULAR AND SPECIAL MEETINGS CALENDAR YEAR 2020

COMMITTEE MEETINGS	BOARD MEETINGS
Thursday 5:00 pm or 5:30 pm (Dependent upon meeting length)	Thursday 6:00 pm
Executive	January 9
Finance & Audit	January 23
Policy	February 13
Finance & Audit	February 27
Policy	March 12
Finance & Audit	March 26
Policy	April 9
Finance & Audit	April 23
Policy	May 14
Finance & Audit	May 28
Policy	June 11
Finance & Audit	June 25
Policy	July 9
Finance & Audit	July 23
Policy	August 13
Finance & Audit	August 27
Policy	September 10
Finance & Audit Cancelled for Workshop	September 24 – Special Meeting Reserved for Annual Workshop
Policy	October 8
Finance & Audit	October 22
Policy	November 12
Finance & Audit	November 26 Thanksgiving
Policy	December 10
Finance & Audit	December 24 Christmas Eve

### ATTACHMENT 1

NOTE: Policy and Executive Committee meetings are held as needed.



# Sacramento Metropolitan Fire District

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

**TODD HARMS**  
Fire Chief

**DATE:** December 12, 2019  
**TO:** Board of Directors  
**SUBJECT:** Surplus Vehicle Designation

## TOPIC

Request Board authorization to surplus the below list of vehicles. In addition, give Staff direction to remove the vehicles from the District's permanent vehicle inventory.

## DISCUSSION

The attached resolution recommends the removal of the following vehicles from the fleet due to age, safety concerns, maintenance costs and/or mechanical condition.

<u>Dist. I.D. #</u>	<u>Vehicle Description</u>	<u>Mileage</u>	<u>Condition</u>
0312	1990 Pierce Type I	143852	Fair
0618	1989 Ford Type VI	42602	Fair
0619	1988 Ford Type VI	51851	Fair
0847	2000 Ford Expedition	93800	Fair
24181	2002 Saulsbury Rescue	114856	Fair
24381	2011 Chevy Medic	196803	Fair
24387	2011 Chevy Medic	200138	Fair

The District maintains a file of written requests for surplus equipment, as well as reaching out to small fire agencies throughout Northern California. All District vehicles will be processed through the District or private auction.

**FISCAL IMPACT**

None

**RECOMMENDATION**


Staff recommends that the Board approve the attached Resolution establishing a list of surplus vehicles. Once approved, steps will be taken to sell or donate the vehicles as deemed appropriate by the Fire Chief.

Submitted by:

Approved by:



\_\_\_\_\_  
Shea Pursell  
Fleet Manager



\_\_\_\_\_  
Brian Shannon  
Deputy Chief, Support Services



# Sacramento Metropolitan Fire District

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

TODD HARMS  
Fire Chief

## RESOLUTION NO. 2019-\_\_\_\_\_

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT WHICH DECLARES SPECIFIC FLEET VEHICLES AS SURPLUS

**WHEREAS**, the Board of Directors has adopted a Fleet Vehicle Replacement Plan; and

**WHEREAS**, the District has purchased numerous vehicles from this fiscal year's budget; and

**WHEREAS**, several vehicles in the District's fleet are aged, have safety concerns, anticipated maintenance costs and/or mechanical conditions; and

**WHEREAS**, the District recognizes the cost effectiveness of removing excess apparatus and vehicles from the fleet inventory.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Sacramento Metropolitan Fire District that the following vehicles be declared as surplus:

INCODE ASSET #	ACQUISITION		DESCRIPTION	SERIAL NO	PLANNED DISPOSAL METHOD	FAIR MARKET VALUE	RED INV TAG NO
	DATE	COST			DISPOSAL DATE		
3144	01/01/90	\$ 20,000	PIERCE 1990 TYPE I ENGINE	4P1CT02D9MA000669	AUCTION	\$ 7,500	0312
					WITHIN 90 DAYS		
3124	01/01/89	\$ 95,552	FORD 1989 TYPE VI GRASS	1FDKF38MOKKA31106	AUCTION	\$ 2,500	0618
					WITHIN 90 DAYS		
3111	01/01/88	\$ 95,552	FORD 1988 TYPE VI GRASS	2FDKF38M2JCA68824	AUCTION	\$ 2,500	0619
					WITHIN 90 DAYS		
3319	01/01/00	\$ 32,684	FORD 2000 SUV BOAT TOW	1FMPU16L2YLB19071	AUCTION	\$ 1,500	0847
					WITHIN 90 DAYS		
3500	12/18/02	\$ 688,108	WIREBUILD 2002 RESCUE	4ENGBCA8021005193	AUCTION	\$ 65,000	24181
					WITHIN 90 DAYS		
4302	07/27/11	\$ 134,329	CHEVY 2011 MEDIC	1GB9G5B69A1134233	AUCTION	\$ 4,000	24381
					WITHIN 90 DAYS		
4294	07/27/11	\$ 134,352	CHEVY 2011 MEDIC	1GB9G5B61A1132475	AUCTION	\$ 4,000	24387
					WITHIN 90 DAYS		

**PASSED AND APPROVED** this 12<sup>th</sup> day of December, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

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

Attested:

By: \_\_\_\_\_  
Clerk of the Board



**TODD HARMS**  
Fire Chief

# Sacramento Metropolitan Fire District

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

**DATE:** December 12, 2019  
**TO:** Board of Directors  
**SUBJECT:** Maintenance Contract for Lifepak 15 Monitor/Defibrillator Inventory

## TOPIC

Staff seeks the Board of Directors approval of a one-year contract for the maintenance of 90 Lifepak 15 monitor/defibrillators to be provided by Stryker.

## SUMMARY

In January 2013, Metro Fire (District) purchased a total of ninety (90) Lifepak 15 monitor/defibrillators using both grant and District funds. The purchase also included a seven-year contract for required annual maintenance and on-site repair, which expires in January 2020. The original contract was with the manufacturer, Physio-Control, Inc., which was acquired in 2016 by Stryker.

## DISCUSSION

Preventative maintenance and on-site repair are crucial to the performance of the Lifepak 15 monitor/defibrillators. The Stryker ProCare Program includes all necessary inspections, safety checks and replacements to ensure each device is up to date and functioning optimally. The contract is being proposed for a one-year term due to the advanced age of the monitors and the possibility of a future inventory refresh.

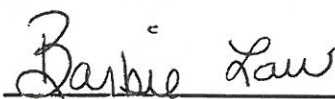
## FISCAL IMPACT

The total cost of \$137,700.00 for the Lifepak 15 maintenance contract was budgeted for and approved in the EMS Division FY 19-20 budget. Stryker provided a 15% discount on the service resulting in a savings of \$24,300.00.


## RECOMMENDATION

Staff recommends that the Board of Directors approve the one-year Stryker ProCare Program maintenance contract for the Lifepak 15 inventory.

Submitted by:

  
\_\_\_\_\_  
Barbie Law  
Assistant Chief, EMS

Approved by:

  
\_\_\_\_\_  
Todd Harms  
Fire Chief



# 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

TODD HARMS  
Fire Chief

## REQUEST FOR EXCEPTION TO COMPETITIVE BIDDING PROCESS And DISCLOSURE STATEMENT

Estimated Total Cost: \$137,700.00

Proposed Vendor: Stryker

Proposed Product/Service: ProCare Program - LP15 Prevent Onsite

This form must accompany the purchase document whenever an exception to the competitive bidding process is requested. State and local laws subject Sacramento Metropolitan Fire District to competitive bidding rules. Requests for goods and/or services from a specific vendor or 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 he/she has a potential or actual conflict of interest. Metro Fire employees who have a business relationship with or financial 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 Manager or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

### INSTRUCTIONS

1. Please check all applicable categories (a. through i.) 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.
  - 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 manufacturer or designated service representative.
- g.  Upgrade to or enhancement of existing software is available only from manufacturer.
- h.  Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.
- i.  Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation for each category checked in item 1 above. Attach additional sheets if necessary: **Stryker is the sole-source provider of LP15 maintenance.**

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 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) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

5. 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.

Barbara Law  
 Signature/Date

Assistant Chief  
 Budget Officer Title

Barbara Law  
 Printed Name

EMS  
 Department Name

Approvals

[Signature]  
 Branch Deputy Chief Approval

/ 12/5/19  
 Date





**DISCLOSURE STATEMENT TO ACCOMPANY  
REQUEST FOR EXCEPTION TO COMPETITIVE BIDDING PROCESS**

Each individual involved in evaluating and/or in making a recommendation to purchase must complete, sign, and submit a Disclosure Statement with the applicable purchase document. Filing an annual statement of economic interest does not exempt an employee from this requirement. (Attach additional information if necessary.)

1. Please list any income or gifts you received from this company during the past 12 months:

n/a

2. Please list any financial interests (stocks, shares, investments, etc.) you have in this company:

n/a

3. Do you have any other type of business relationship with this company?

Yes  No

4. To the best of your knowledge, does any member of your departmental staff have a business relationship with this company?

Yes  No

5. Do you or any of your near relatives have any financial interest in this company?

Yes  No

6. Please provide any additional information you believe should be disclosed at this time:

7. I certify that the above information is true:

Signature

Assistant Chief

Title

Barbara Law / 12.3.19

Printed Name / Date

Sales Rep Name: Krissy Oliver  
 ProCare Service Rep: Jeremy Hardesty

3800 E. Centre Ave  
 Portage, MI 49009

Date: 11/1/2019  
 ID #: 191101133442

**PROCARE PROPOSAL SUBMITTED TO:**

Account Number: 1082469  
 Account Name: Sacramento Metro Fire District  
 Account Address: 3012 Gold Canal Dr  
 City, State Zip: Rancho Cordova, CA 95670

Name: Mark Siebert  
 Title:  
 Phone: (916) 616-2588  
 Email: siebert.mark@metrofire.ca.gov

**PROCARE COVERAGE**

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Total
1	LP15	LifePak 15	LP15 Prevent Onsite	90	1	\$162,000.00

**PROGRAM INCLUDES:**

**LP15 Prevent Onsite:**

- Update software to the most current version
  - Check all batteries and battery pins
  - Inspect the integrity of accessories and recommend replacement as needed
  - Test the integrity of all cables and recommend replacement as needed
  - Electrical safety check in accordance with NFPA guidelines
  - Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
  - Check electrode expiration dates and recommend replacement as needed
  - Check printer operation and trace quality• Repairs (parts and labor) to restore equipment to manufacturer specifications
  - LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker\*
  - Power-adapter repair or replacement
  - Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure\*
  - Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure\*
  - Replacement of protective display shield, corner bumper guards,
- CO2 connector cover, shoulder strap, handle, device labels, and battery pins as deemed necessary by Stryker at time of annual inspection.

\*\* (Onsite Repairs or Depot Depending on Agreement) \*\*

Unless otherwise stated on contract, payment is expected upfront.	ProCare Total	\$162,000.00
	Discount	15%
	<b>FINAL TOTAL</b>	<b>\$137,700.00</b>

Start Date: 11/21/2019  
 End Date: 11/20/2020

\_\_\_\_\_  
 Stryker Signature Date

\_\_\_\_\_  
 Customer Signature Date

\_\_\_\_\_  
 Purchase Order Number (MUST INCLUDE HARD COPY)

Check of Purchase Order is not required

**COMMENTS:**

Please email signed Proposal and Purchase Order to [procarecoordinators@stryker.com](mailto:procarecoordinators@stryker.com).  
 information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.  
 pricing valid for 30 days.

All  
 \*\*Quote

**PAYMENT SCHEDULE**

<u>Date</u>	<u>Payment</u>	<u>Int Paid</u>	<u>Prin. Remaining</u>	<u>Balance</u>
<b>Starting Balance</b>				<b>\$ 137,700.00</b>
12/1/2019	\$ 34,425.00	\$ -	103,275.00	\$ 103,275.00
3/1/2020	\$ 34,425.00	\$ -	68,850.00	\$ 68,850.00
6/1/2020	\$ 34,425.00	\$ -	34,425.00	\$ 34,425.00
9/1/2020	\$ 34,425.00	\$ -	-	\$ -

**SERIAL NUMBER SHEET**

Item No.	Model	Serial Number	Program
1	LP15	40891825	LP15 Prevent Onsite
2	LP15	40891742	LP15 Prevent Onsite
3	LP15	40892447	LP15 Prevent Onsite
4	LP15	40891655	LP15 Prevent Onsite
5	LP15	40892001	LP15 Prevent Onsite
6	LP15	40891468	LP15 Prevent Onsite
7	LP15	40892382	LP15 Prevent Onsite
8	LP15	40892657	LP15 Prevent Onsite
9	LP15	40892448	LP15 Prevent Onsite
10	LP15	40891647	LP15 Prevent Onsite
11	LP15	40892728	LP15 Prevent Onsite
12	LP15	40892727	LP15 Prevent Onsite
13	LP15	40892658	LP15 Prevent Onsite
14	LP15	40892381	LP15 Prevent Onsite
15	LP15	40891571	LP15 Prevent Onsite
16	LP15	40891482	LP15 Prevent Onsite
17	LP15	40891474	LP15 Prevent Onsite
18	LP15	40872539	LP15 Prevent Onsite
19	LP15	40891729	LP15 Prevent Onsite
20	LP15	40892360	LP15 Prevent Onsite
21	LP15	40892359	LP15 Prevent Onsite
22	LP15	40892247	LP15 Prevent Onsite
23	LP15	40892002	LP15 Prevent Onsite
24	LP15	40891645	LP15 Prevent Onsite
25	LP15	40891623	LP15 Prevent Onsite
26	LP15	40891824	LP15 Prevent Onsite
27	LP15	40891193	LP15 Prevent Onsite
28	LP15	40886368	LP15 Prevent Onsite
29	LP15	40875880	LP15 Prevent Onsite
30	LP15	40874738	LP15 Prevent Onsite
31	LP15	40891194	LP15 Prevent Onsite
32	LP15	40891922	LP15 Prevent Onsite
33	LP15	40891997	LP15 Prevent Onsite
34	LP15	40891195	LP15 Prevent Onsite
35	LP15	40891646	LP15 Prevent Onsite
36	LP15	40890432	LP15 Prevent Onsite
37	LP15	40891232	LP15 Prevent Onsite
38	LP15	40891182	LP15 Prevent Onsite
39	LP15	40890319	LP15 Prevent Onsite
40	LP15	40891130	LP15 Prevent Onsite
41	LP15	40890343	LP15 Prevent Onsite
42	LP15	40890232	LP15 Prevent Onsite
43	LP15	40892889	LP15 Prevent Onsite
44	LP15	40891251	LP15 Prevent Onsite
45	LP15	40885668	LP15 Prevent Onsite
46	LP15	40885665	LP15 Prevent Onsite
47	LP15	40885667	LP15 Prevent Onsite
48	LP15	40887562	LP15 Prevent Onsite
49	LP15	40885832	LP15 Prevent Onsite
50	LP15	40893852	LP15 Prevent Onsite
51	LP15	40885837	LP15 Prevent Onsite
52	LP15	40880848	LP15 Prevent Onsite
53	LP15	40893788	LP15 Prevent Onsite
54	LP15	40885835	LP15 Prevent Onsite
55	LP15	40885663	LP15 Prevent Onsite
56	LP15	40885664	LP15 Prevent Onsite
57	LP15	40892886	LP15 Prevent Onsite
58	LP15	40885840	LP15 Prevent Onsite

59	LP15	40892947	LP15 Prevent Onsite
60	LP15	40892948	LP15 Prevent Onsite
61	LP15	40892887	LP15 Prevent Onsite
62	LP15	40893787	LP15 Prevent Onsite
63	LP15	40886160	LP15 Prevent Onsite
64	LP15	40887174	LP15 Prevent Onsite
65	LP15	40885838	LP15 Prevent Onsite
66	LP15	40893918	LP15 Prevent Onsite
67	LP15	40894024	LP15 Prevent Onsite
68	LP15	40886941	LP15 Prevent Onsite
69	LP15	40886636	LP15 Prevent Onsite
70	LP15	40893919	LP15 Prevent Onsite
71	LP15	40886595	LP15 Prevent Onsite
72	LP15	40886159	LP15 Prevent Onsite
73	LP15	40886942	LP15 Prevent Onsite
74	LP15	40886438	LP15 Prevent Onsite
75	LP15	40885839	LP15 Prevent Onsite
76	LP15	40893666	LP15 Prevent Onsite
77	LP15	40890342	LP15 Prevent Onsite
78	LP15	40890231	LP15 Prevent Onsite
79	LP15	40890228	LP15 Prevent Onsite
80	LP15	40887581	LP15 Prevent Onsite
81	LP15	40891153	LP15 Prevent Onsite
82	LP15	40890277	LP15 Prevent Onsite
83	LP15	40892888	LP15 Prevent Onsite
84	LP15	40890316	LP15 Prevent Onsite
85	LP15	40890230	LP15 Prevent Onsite
86	LP15	40890223	LP15 Prevent Onsite
87	LP15	40893846	LP15 Prevent Onsite
88	LP15	40882009	LP15 Prevent Onsite
89	LP15	40882010	LP15 Prevent Onsite
90	LP15	40894027	LP15 Prevent Onsite

## SERVICE AGREEMENT

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and Sacramento Metro Fire District, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

### 1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

### 2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

### 3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

### 4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

### 5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

### 6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

### 7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

### 8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

#### **9. OPERATION MAINTENANCE**

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

#### **10. SERVICE PLAN WARRANTY AND LIMITATIONS**

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

#### **11. WAIVER EXCLUSIONS**

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

#### **12. LIMITATION OF LIABILITY**

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

#### **13. INDEMNIFICATION**

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

#### **14. TERM AND TERMINATION**

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

#### 15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

#### 16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

#### 17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

#### 18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96Z499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

#### 19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

#### 20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

#### 21. MISCELLANEOUS



Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

## **22. MAINTENANCE INSPECTION**

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.



Todd Harms  
Fire Chief

# Sacramento Metropolitan Fire District

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

**DATE:** December 12, 2019  
**TO:** Board or Directors  
**SUBJECT:** Revision of Board Policy  
Policy 01.003.07 – Family and Medical Leave

## TOPIC

Adopt the proposed changes to the current 01.003.07 Board Policy regarding Family and Medical Leave.


## DISCUSSION

The current Board Policy 01.003.06 Family and Medical Leave was approved by the Board on May 17, 2017. This policy was reviewed by the Human Resources Division and language has been added to allow employees to keep an identified amount of hours in their Sick Leave "A" Bank prior to going on unpaid leave. This revised policy was reviewed and approved by the Policy Committee at the November 14, 2019, Policy Committee Meeting. District Management and representatives of the Sacramento Area Firefighters Local 522 have met and agreed on the proposed changes.


## RECOMMENDATION

Recommend the Board of Directors approve the revision to the Family and Medical Leave Policy.

Submitted By:

  
Melisa Maddux  
Human Resources Manager

Approved By:

  
Greg Casentini  
Deputy Chief, Administration

# Sacramento Metropolitan Fire District

## BOARD POLICY

POLICY TITLE: Family and Medical Leave

OVERSIGHT: Administration

POLICY NUMBER: 01.003.07

EFFECTIVE DATE:

02/02/00

REVIEW DATE:

11/14/19

### *Background*

The Sacramento Metropolitan Fire District (District) is required by law to comply with the Family Medical Leave Act (FMLA) of 1993 and its additional treatment under the California Family Rights Act (CFRA), the National Defense Authorization Act of 2008 (NDAA), and the Pregnancy Disability Leave Act (PDL). The FMLA/CFRA/PDL leaves are unpaid, and provide employment protection to qualified employees who take leave for qualified family or medical conditions.

### *Purpose*

To comply with the FMLA/CFRA/PDL, and to provide policy and procedure for employees to request such leave.

### *Scope*

This policy applies to all District employees.

### *Definitions*

1. **Family and Medical Leave Act of 1993 (FMLA):** United States federal law requiring covered employers to provide employees job-protected and unpaid leave for qualified medical and family reasons. Qualified medical and family reasons include: personal or family illness, family military leave, pregnancy, adoption, or the foster care placement of a child.
2. **California Family Rights Act (CRFA):** State law that was enacted from the Family and Medical Leave Act of 1993. The same qualifications and requirements apply except that Domestic Partnerships are recognized under CRFA, and not under FMLA. In order to claim CFRA for a domestic partner, a couple must have had previously filed a Declaration of Domestic Partnership with the California Secretary of State. Reasons for leave are serious personal health issues, including pregnancy or the care of a seriously ill child, spouse, domestic partner or parent.
3. **Pregnancy Disability Leave (PDL):** Under California's Pregnancy Disability Leave Law, employers are required to allow eligible employees up to four months leave if considered disabled by pregnancy, childbirth or conditions related to pregnancy.
4. **National Defense Authorization Act of 2008 (NDAA):** On January 28, 2008, President Bush signed into law new FMLA leave entitlements for military families amending the FMLA to provide two types of military family leave for "FMLA-

- eligible employees”, (1) Qualifying Exigency Leave, and (2) Military Caregiver Leave.
5. **Eligible Employee:** An employee who has 12 or more months of continuous service and who has accumulated at least 1,250 hours of service in the previous 12 consecutive month period qualifies for FMLA/CFRA. Employees are eligible for PDL upon hire.
  6. **Employment Protection:** Upon returning from leave, placing an employee in the same position or a position that has the same or similar duties and pay and that can be performed at the same or similar geographic location as the position held prior to the leave.
  7. **Qualified Family or Medical Condition:** (A) The birth of a child of the employee, the placement of a child with the employee in connection with the adoption or foster care of the child by the employee, or the serious health condition of a child of the employee; (B) Care given by the employee to a parent or spouse who has a serious health condition; (C) Tending to the employee’s own serious health condition which makes the employee unable to perform the functions of his/her position; (D) Leave for Qualifying Exigency arising out of the fact that the employee’s spouse, child, or parent is a covered military member on active duty; or (E) Covered service member Leave is provided to care for a service member with a serious injury or illness.
  8. **Serious Injury or Illness:** An illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.
  9. **Authorized Health Care Provider:** A physician, surgeon, nurse practitioner, nurse midwife, or other person capable of providing health care services. This definition includes: podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (related to spinal manipulation). These professionals must be performing "within the scope of their practice as defined under state law."
  10. **Baby Bonding:** Leave for an employee, either male or female, to bond with his/her own child or with his/her adopted or foster child. All leave for baby bonding must conclude within one year of the birth of the child, or one year from the date a child under the age of 18 was placed with the employee for adoption or foster care.
  11. **Employee's Parent:** A biological parent or an individual who stands or stood in “loco parentis” to an employee when the employee was a child.
  12. **Employee's Son or Daughter:** A biological, adoptive, foster, or step child, or a legal ward of the employee. A child of a person standing in “loco parentis” who is under the age of 18, or 18 and older and incapable of self-care because of a mental or physical disability. This definition includes a child of registered domestic partners.

13. **Employee's Spouse/Domestic Partner:** The District defines the term spouse as a legal marriage partner, being either a husband or wife. Registered domestic partners are defined as same sex couples or opposite sex couples with one partner over age 62 who have registered their relationship with the California Secretary of State.
14. **Single 12-month Period:** Begins the first day the eligible employee takes leave and ends 12 months after that date, regardless of the method used by the employer to determine the employee's 12 workweeks of leave entitlement for other FMLA-qualifying reasons.
15. **Qualifying Exigency Leave:** The need for leave arising because the spouse, child, or parent of an employee is on active duty, or has been notified of an impending call to active duty status.
16. **Military Caregiver Leave:** Such leave may be taken by an eligible employee to care for a covered service member with a serious injury or illness. This type of FMLA leave is based on a recommendation of the President's Commission on Care for America's Returning Wounded Warriors.
17. **Covered Military Member:** The employee's parent, spouse, son, daughter (includes biological, adopted, foster, stepchild or legal guardianship of child), who is on active duty or call to active duty status.
18. **Covered Service Member:** Current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty.

## *Policy*

1. An eligible employee may receive up to 12 weeks of unpaid leave during a 12 month period for a qualified family or medical condition.
2. If the employee is on a leave of absence due to own illness or injury or the illness or injury of their qualified family member, the employee is required to use half (1/2) of their annually accrued sick leave benefits (*see Sick Leave Policy for further details*). Once half (1/2) of the annually accrued sick leave benefits have been exhausted and the employee is still on leave of absence, the employee will then be required to use their Sick Accruals, Vacation Accruals or combination of each. Only when the employee has exhausted all of their paid leave accruals can the employee go on an unpaid leave.
  - a. An employee can elect to keep the following Sick Leave Accruals in their Sick Leave A Bank without having to exhaust Sick Leave prior to exhausting their Vacation/PTO Accruals or a combination of each.

- i. Shift Personnel: 48 hours of Sick Leave
  - ii. Day Personnel: 34.28 hours of Sick Leave
  
3. If the employee is on intermittent leave of absence due to own illness or injury or the illness or injury of their qualified family member, the employee is required to use half (1/2) of their annually accrued sick leave benefits (*see Sick Leave Policy for further details*) for the hours and/or days missed due to their leave reasons. Once half (1/2) of the annually accrued sick leave benefits have been exhausted the employee will then be required to use their Sick Accruals, Vacation Accruals or combination of each for all the hours and/or days missed due to their leave reasons. Only when the employee has exhausted all of their paid leave accruals can the employee go on an unpaid leave.
  - a. An employee can elect to keep the following Sick Leave Accruals in their Sick Leave A Bank without having to exhaust Sick Leave prior to exhausting their Vacation/PTO Accruals or a combination of each.
    - i. Shift Personnel: 48 hours of Sick Leave
    - ii. Day Personnel: 34.28 hours of Sick Leave
  
4. Employees are eligible to take up to 12 weeks of FMLA/CFRA within a 12 month period. However, if an employee is medically required to be absent from work for longer than the 12 week period granted under FMLA/CFRA rights, the District will go through an interactive process with the employee and attempt to provide reasonable accommodation. That reasonable accommodation will also include the employee remaining on leave for an extended period of time, not to exceed 12 months from the original start date of the employee's leave. If the employee is medically required to be on leave for longer than 12 months from the original start date of their leave and the employee is unable to return to work, the District will go through another interactive process with the employee to determine if reasonable accommodation can be provided. If it is determined that reasonable accommodation cannot be provided, the District will then terminate the employee once their leave has exceeded 12 months from the original start date of their leave.
  
5. For information regarding how an employee's pay will be supplemented while on disability, please contact the Human Resources Division.
  
6. An eligible employee who is disabled because of pregnancy is entitled to Pregnancy Disability Leave (PDL). PDL provides up to four months of leave. PDL is followed by a maximum of 12 weeks of CFRA. CFRA and FMLA run concurrently, however PDL and CFRA do not run concurrently.
  
7. An eligible employee is entitled to take up to 26 workweeks of leave during a "single 12-month period" to care for a seriously injured or ill covered service member.

8. An eligible employee is entitled to two types of Military Family Leave: Qualifying Exigency Leave, and Military Caregiver Leave.
9. FMLA will run concurrently with CFRA, PDL, Protected Sick Leave (*see Sick Leave Policy for details*), Qualifying Exigency Leave, and Military Caregiver Leave.
  - a. FMLA will also run concurrently with Workers' Compensation leave as long as the injury is one that meets the criteria for a "serious health condition", unless the employee is Safety Personnel receiving salary continuation in lieu of temporary disability payments under California Labor Code Section 4850.
10. An employee can elect to keep the following Sick Leave Accruals in their Sick Leave A Bank prior to exhausting their Vacation/PTO Accruals or a combination of each:
  - a. Online Suppression: 48 hours of Sick Leave
  - b. Day Staff: 34.28 hours of Sick Leave

### *Procedures*

The following procedures apply when requesting FMLA/CFRA/PDL. Contact the Human Resources Division as soon as you become aware of the need for leave.

1. If the event necessitating leave becomes known to the employee more than 30 calendar days before the need for leave, the request must be submitted in writing at least 30 days before the leave is needed.
2. If the need for leave is not foreseeable, the employee must provide as much advance notice as possible by submitting required certification from the authorized health care provider no later than five working days after learning of the need for leave.
3. If the leave is needed for a planned medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid disruption to District operations, subject to the approval of the authorized health care provider.
4. If the leave is needed to care for an ill child, parent, spouse, or domestic partner, the employee must provide a certification completed by the authorized health care provider which can be obtained from the Human Resources Division, and must state the following:
  - a. date of commencement of the serious health condition;
  - b. probable duration of the condition;
  - c. estimate of the amount of time which the authorized health care provider believes the employee needs to care for the child, parent, spouse, or domestic partner; and
  - d. confirmation that the serious health condition warrants the participation of a family member.

- e. The diagnosis, treatment or similar details shall not be included.
5. If the leave is needed for the employee's own serious health condition, the employee must provide a certification completed by the authorized health care provider which can be obtained from the Human Resources Division, and must state the following:
  - a. date of commencement of the serious health condition;
  - b. probable duration of the condition; and
  - c. a statement that the employee is unable to perform the function of his/her position because of the serious health condition.
  - d. The diagnosis, treatment or similar details shall not be included.
6. The District will require recertification from the authorized health care provider if additional leave is required for the employee's own medical condition, or to care for an ill child, parent, spouse, or domestic partner.
7. The District will require certification by the employee's authorized health care provider that the employee is fit to return to his/her job. If the employee fails to provide a fit to return to work certification from the authorized health care provider, the employee may be denied reinstatement until such time as the certificate is obtained. (Note: This policy must be applied uniformly for return from any type of medical leave.)
8. If the leave is needed for Military Family Leave (Qualifying Exigency Leave/Military Caregiver Leave) employee must provide proof of active duty/deployment documentation for the covered service member.
9. An employee taking approved leave that is covered under FMLA/CFRA/PDL will be allowed to continue participating in any health benefit plans in which he/she was enrolled prior to the first day of the leave at the District's expense minus the employee contribution.
10. Under some circumstances employees may take FMLA/CFRA/PDL intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule as determined by the authorized health care provider.
  - a. If on Intermittent FMLA, employee must notify their chain of command as well as the Human Resources Division prior to the Intermittent FMLA absence to ensure the absence(s) will be counted as FMLA. If there is an emergency situation, the employee must notify their chain of command immediately however can contact the Human Resources Division within 24 hours of the absence in order for that absence(s) to be counted as FMLA.
11. When leave is used for baby bonding and both parents work for the District, the District may limit the two employees to a combined total of 12 weeks of FMLA/CFRA. The employees determine how the time will be split.
12. Upon return from FMLA/CFRA/PDL, an employee will be reinstated to his/her original job, or to an equivalent job with equivalent pay, benefits and other



employment terms and conditions. In addition, an employee's use of FMLA/CFRA/PDL will not result in the loss of any employment benefit that the employee earned or was entitled to before using leave.

13. Pursuant to federal and state law, reinstatement after FMLA/CFRA/PDL may be denied to employees:
  - a. when the refusal is necessary to prevent substantial and grievous economic injury to the District's operations by declaration of the Board of Directors;
  - b. when the refusal is related to misconduct which would have resulted in termination regardless of the leave taken; or
  - c. when the employee does not return at the designated time.

For additional information about eligibility for FMLA/CFRA/PDL, contact the Human Resources Division.

### *References*

1. Family Medical Leave Act
2. California Family Rights Act
3. Pregnancy Disability Leave Act
4. United States Department of Labor - [Title 38 United States Code \(U.S.C.\) Chapter 43 \(4301-4335\)](#) — USERRA Code
5. United States Department of Labor - [Title 20 Code of Federal Regulations \(C.F.R.\) part 1002 USERRA Regulations](#)
6. The National Defense Authorization Act for FY 2008 ("NDAA"), Public Law 110-181
7. California Labor Code Sections [4850](#), [12945.2](#) and [230](#)
8. Senate Bill 579
9. All current policies can be found in the Policy App.



# Sacramento Metropolitan Fire District

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

**TODD HARMS**  
Fire Chief

DATE: December 12, 2019  
TO: Board of Directors  
SUBJECT: Fuel and Lubricant Procurement

## TOPIC

Board notification of Metro Fire opting in to a Sacramento Area Council of Government regional automotive fuel procurement contract.

## BACKGROUND

In May of 2019, the Sacramento Area Council of Governments (SACOG) released a bid for automotive fuel and lubricants, allowing local governments to opt in to the contract agreement.

## DISCUSSION

The bid was for an automotive fuel and lubricant agreement seeking a 3 year contract with two additional one year options. SACOG contacted local agencies to see who may be interested in participating in the cooperative contract. Metro Fire elected to take advantage of this contract in order to receive savings for our fuel purchases. SACOG selected Hunt and Sons Inc. as the provider and entered into a regional fuel agreement for 3 years, allowing participating agencies to enter into a sub agreement. Hunt and Sons Inc. has been providing fuel for Metro Fire, so there will not be any operational change in our fuel delivery or any negative impact to our agency. In addition to local taxes for fuel, the price for Diesel and Unleaded is based on the Sacramento unbranded daily rack price reported by the Oil Price Information Service (OPIS) plus the total contractors margin. This margin is based on the actual bidder margin, the delivery point differential from the rack, and the bobtail delivery method to our sites. These added together calculate the total contractor margin which for Metro Fire is .049 cents per gallon. Our current contractor margin from the agreement with the State is .11 cents per gallon.

## FISCAL IMPACT

The 19/20 budgeted amount for Diesel is \$800,000 and Unleaded is \$175,000.

## RECOMMENDATION

Staff recommends the Board to allow Metro Fire as a participating agency in the SACOG regional fuel contract.

### Submitted by:

  
\_\_\_\_\_  
Mark Jones  
Purchasing Manager


  
\_\_\_\_\_  
Brian Shannon  
Deputy Chief - Support Services

Exhibit "A-12"  
**FORM OF PARTICIPATING AGENCY SUB AGREEMENT**

**FUEL PROCUREMENT SUB-AGREEMENT**  
**between**  
***Hunt & Sons, Inc. and Participating Agency***

THIS FUEL PROCUREMENT AGREEMENT (the "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the *Insert Name of Participating Agency, a describe form of entity* (hereinafter "Participating Agency"), and *Hunt & Sons, Inc., a California Corporation* (the "Contractor").

**RECITALS:**

A. The Sacramento Area Council of Governments ("SACOG") has entered into a Standard Agreement with Contractor, dated September 1<sup>st</sup>, 2019 to provide various forms of fuel products to certain participating SACOG member agencies and other eligible entities (the "SACOG Agreement"); and

B. The Participating Agency desires to purchase fuel products from Contractor pursuant to the terms and conditions set forth below.

**AGREEMENT:**

NOW, THEREFORE, the parties agree as follows:

1. The provisions of the SACOG Agreement are incorporated into this Agreement as though set forth in full herein. Except as otherwise expressly set forth herein, the terms and conditions of the SACOG Agreement are made applicable to Contractor's provision of services to the Participating Agency.

2. Contractor shall perform the scope of work attached to this Agreement as Exhibit A and incorporated herein. The estimated fuel requirements set forth on Exhibit A are estimates only and do not bind the Participating Agency to purchase that amount of fuel products.

3. The Participating Agency shall pay Contractor in arrears for fuel delivered in accordance with the rate schedule set forth in Exhibit A. Payments shall be made pursuant to the payment provisions set forth in the SACOG Agreement.

4. Insurance Requirements. **Choose one of the following:**

(a) Contractor shall obtain and maintain the insurance required under Section 15 of the SACOG Agreement and shall cause the Participating Agency to be named as an additional insured thereunder.

(b) *If the Participating Agency has different insurance requirements, they should be inserted here in place of the foregoing text.*

5. *Insert any other special terms and conditions.*

6. The Participating Agency shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address set forth next to its signature, below.

7. Project Manager:

The Participating Agency's project manager for this Agreement is \_\_\_\_\_, unless Participating Agency otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be **mailed by first-class mail** to the Participating Agency Project Manager at the following address:

*Project Manager, Title*

*Participating Agency*

*Address*

*Address*

Contractor's project manager for this Agreement is Josh Hunt. No substitution of Contractor's project manager is permitted without the prior written agreement of Participating Agency, which agreement shall not be unreasonably withheld. Communication to Contractor required by this Agreement shall be **mailed by first-class mail** to:

*Josh Hunt, General Manager*

*Hunt & Sons, Inc.*

*5750 So. Watt Avenue*

*Sacramento, CA 95829*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

***PARTICIPATING AGENCY (insert):***

\_\_\_\_\_  
*Name, Title*

***HUNT & SONS, INC.:***

\_\_\_\_\_  
*Josh Hunt, General Manager*



# Sacramento Metropolitan Fire District

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

**TODD HARMS**  
Fire Chief

**DATE:** December 12, 2019  
**TO:** Board of Directors  
**SUBJECT:** Notice of Award – RFP 19-13 Future Fire Station 68 Construction Manager at Risk

## BACKGROUND

Earlier this year, the Sacramento Metropolitan Fire District (District) identified an appropriate permanent site for Fire Station 68 in Rancho Cordova and executed a land exchange agreement with the City of Rancho Cordova for the site. On April 25, 2019, the District's Board of Directors approved an award for the architecture and engineering of the new station, and design for the station has commenced. The Construction Manager at Risk (CMAR) delivery method was determined to be most appropriate for the construction of the new station.

## DISCUSSION

Staff issued Request for Proposal (RFP) 19-13 Future Fire Station 68 Construction Manager at Risk Services on October 25, 2019. RFP 19-13 was posted on Public Purchase, the District's website, and was sent to all firms included on the District's previous CMAR Multiple Award Schedule. A public proposal opening was conducted on November 15, 2019 and one (1) qualified proposal was received from Roebbelen Construction Management Services, Inc. After reviewing Roebbelen's proposal in detail, Staff interviewed the firm on November 20, 2019. Staff determined Roebbelen's proposal to be satisfactory and has negotiated an agreement for CMAR services.

## FISCAL IMPACT

The costs for this agreement are as follows:

Pre-Construction Services	\$106,183
General Conditions	\$654,606
Inspector of Record Allowance	\$221,760
Testing and Inspection Allowance	\$85,000
CM Fee (including overhead and profit)	4% of Direct Construction Cost
Proposed Contingency	4% of Direct Construction Cost
Builder's Risk and Liability Insurance	1.54% of Direct Construction Cost

Pre-Construction costs are already included in the FY19/20 Budget. Once construction bidding is complete, Staff will bring a recommendation back to the Board for the approval of the Guaranteed Maximum Price (GMP) and the Notice to Proceed with construction.

## RECOMMENDATION

Staff recommends that the Board approve the award and authorize the Fire Chief or his designee to execute the attached agreement with Roebbelen Construction Management Services, Inc.

Submitted by:

  
Erin Castleberry  
Administrative Specialist

  
Jeff Frye  
Economic Development Manager



# Sacramento Metropolitan Fire District

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

TODD HARMS  
Fire Chief

## RESOLUTION NO. 2019-\_\_\_\_\_

### **AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR FUTURE FIRE STATION 68**

**WHEREAS**, the Sacramento Metropolitan Fire District (District) provides fire protection, emergency medical services and hazardous material response to a population of over 745,000 throughout a 359 square mile area; and

**WHEREAS**, the District has commenced the design of Future Fire Station 68 in Rancho Cordova (Project) and is now in need of Construction Manager at Risk services in order to complete the Project; and

**WHEREAS**, the District conducted a competitive proposal process for Construction Manager at Risk services (RFP 19-13); and

**WHEREAS**, Roebbelen Construction Management Services, Inc. submitted a qualified response to RFP 19-13 and such response was deemed satisfactory; and

**WHEREAS**, Staff has negotiated an agreement with Roebbelen Construction Management Services, Inc. for Construction Management at Risk services.

**THEREFORE, BE IT RESOLVED**, that the Sacramento Metropolitan Fire District, a public entity established under the laws of the State of California, does hereby:

1. Authorize the Fire Chief or his designee to execute the attached agreement with Roebbelen Construction Management Services, Inc. for Construction Management at Risk services.

**PASSED AND APPROVED** this 12<sup>th</sup> day of December, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

**Sacramento Metropolitan Fire District**

\_\_\_\_\_  
President, Board of Directors

**Attested by:**

\_\_\_\_\_  
Clerk of the Board

## **Sacramento Metropolitan Fire District Construction Manager at Risk Agreement**

This Agreement, dated as of December 13, 2019 is by and between the Sacramento Metropolitan Fire District (“DISTRICT”), and Roebbelen Construction Management Services, Inc. (“CMAR”), hereinafter collectively referred to as the “Parties”. This Agreement will be effective upon final execution by the Parties.

### **RECITALS**

**WHEREAS**, the DISTRICT intends to build a new fire station located in Rancho Cordova, California (APN 067-1110-026-0000), “Project”; and

**WHEREAS**, the DISTRICT desires to obtain the services of Roebbelen Construction Management Services, Inc., as more fully described in Exhibits A and B here to, “Definition of Services”; and

**WHEREAS**, CMAR is professionally qualified to provide such services and is willing to provide them to DISTRICT on 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. SCOPE OF SERVICES**

CMAR agrees to perform all services described in Exhibits A and B, in accordance with the schedule outlined in Exhibit C, for payment pursuant to Exhibits D and E, and in accordance with the terms and conditions of this Agreement and those described in the DISTRICT’s RFP 19-13 Future Fire Station 68 Construction Manager at Risk Services, incorporated herein by reference.

These documents, along with the entirety of this Agreement and all Construction Documents furnished by the DISTRICT or Architect during the term of this Agreement (including all drawings and specifications) shall constitute the Contract Documents.

**4. TERM**

This Agreement shall be in effect from the date of final execution by the Parties until full completion of the Project as described in Exhibit C. Terms and conditions, which relate to indemnification and other related matters, shall survive the expiration of this Agreement.

**5. PAYMENT**

For service performed in accordance with this Agreement, payments shall be made to CMAR as provided in Exhibits D and E hereto.

6. **TAXES**

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

7. **INDEPENDENT CONTRACTOR**

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

Neither CMAR, 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.

CMAR 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 CMAR agrees to indemnify and hold DISTRICT harmless from any and all liability which DISTRICT may incur because of CMAR's failure to pay such amounts.

In carrying out the work contemplated herein, CMAR 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 DISTRICT.

CMAR 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 CMAR is engaged in the geographical area in which CMAR practices its profession.

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

8. **CONFLICT OF INTEREST**

CMAR 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 CMAR from working for others as long as CMAR ensures that such work does not constitute a conflict of interest.



9. **INDEMNIFICATION**

CMAR 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 CMAR to perform its obligations under this Agreement
- b) The inaccuracy of any representation or warranty by CMAR 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 CMAR or any other subcontractor, or anyone directly or indirectly employed by CMAR or any subcontractor
- d) Any claim of damage or loss resulting from hazardous materials introduced, discharged, or disturbed by CMAR 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 CMAR 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 CMAR for damage or injury (including death) to persons or property by reason of the negligence of CMAR, its officers, agents, employees or subcontractors, which liability is not impaired or otherwise affected hereby, the CMAR 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 CMAR, 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 CMAR, 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. CMAR 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 CMAR 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 CMAR or any subcontractor, a person indirectly employed by CMAR or any subcontractor, or anyone for whose acts CMAR 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 CMAR 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.

CMAR 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 CMAR, any subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

CMAR shall indemnify separate contractors from and against losses arising out of the negligent acts, omissions, or willful misconduct of CMAR, 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 CMAR reasonably, timely notification of the receipt of any third party claim relating to this Agreement.

**10. LIMITATION OF LIABILITY**

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

**11. 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 California 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, CMAR 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.

**12. INSURANCE**

CMAR 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 CMAR 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.

#### Professional Liability

- a) Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

#### Builders Risk and Liability

- a) Coverage shall be in an amount equal to the replacement cost of the completed Project (without deduction for depreciation) including the cost of excavations, grading, and filling.
- b) Policy limits shall be 100% of the Contract Sum plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.
- c) Insured property shall include material or portions of the construction work located away from the Project site but intended for use at the Project site, and shall cover material or portions of the construction work in transit. The policy or policies shall cover the cost of removing debris, including demolition.
- d) The policy or policies shall provide that all proceeds thereunder shall be payable to the DISTRICT, and shall name the DISTRICT, CMAR, and all subcontractors and suppliers of all tiers as named insured. The DISTRICT will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the construction work.
- e) Any deductible applicable to the insurance shall be identified in the policy or policies' documents, and responsibility for paying the part of any loss not covered because of the application of such deductibles shall be apportioned among the parties except for the DISTRICT as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for the insured. The DISTRICT shall be entitled to 100% of its loss. CMAR shall pay the DISTRICT any portion of that loss not covered because of a deductible at the same time the proceeds of the insurance are paid to the DISTRICT. Any insured, other than the DISTRICT, making claim to which a deductible applies shall be responsible for 100% of the loss not insured because of the deductible.

#### 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 CMAR, products and completed operations of the CMAR, premises owned, occupied or used by the CMAR, or automobiles owned, leased, hired, or borrowed by the CMAR. 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. CMAR 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.

CMAR 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 CMAR.

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  
[purchasing@metrofire.ca.gov](mailto:purchasing@metrofire.ca.gov)

**13. NOTICE TO PROCEED**

After the Guaranteed Maximum Price (GMP) has been established by CMAR and accepted by the DISTRICT, and if the DISTRICT elects to move forward with the construction of the Project as proposed in the GMP, the DISTRICT will prepare the Notice to Proceed (Exhibit E) for execution by the Parties. The Notice to Proceed shall outline the GMP, which shall be the not-to-exceed maximum price that the DISTRICT and CMAR agree upon as payment (Contract Sum) for managing, providing, constructing, and completing the Project.

**14. PERFORMANCE AND PAYMENT BONDS**

Performance and Payment Bonds for 100% of the construction cost will be required prior to commencement of work. CMAR firm shall provide the bonds from all trade contractors no later than ten (10) days after the Notice to Proceed is executed.

**15. COMPLIANCE WITH APPLICABLE CODE REQUIREMENTS**

CMAR and its subcontractors shall perform the construction work in accordance with the following applicable code requirements:

- a) All laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over the DISTRICT, CMAR, any subcontractor, the Project, the Project site, the construction work, or the prosecution of the construction 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, CMAR shall comply with the provisions regarding nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day set forth in this Agreement.

CMAR 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). CMAR shall promptly notify the DISTRICT in writing if CMAR becomes aware during the performance of the work that the Contract Documents are at variance with applicable code requirements.

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

**16. CONFORMITY WITH LAW AND SAFETY**

In performing services under this Agreement, CMAR 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.

**17. SAFETY OF PERSONS AND PROPERTY**

CMAR shall take adequate precautions for safety of and shall provide adequate protection to prevent damage, injury, or loss to the following:

1. Employees involved in the Project and other persons who may be affected thereby.
2. The Project in place and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody, or control of CMAR or subcontractors.
3. Other property at the Project site and adjoining property.

CMAR 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.

CMAR shall not load or permit any part of the Project or the Project site 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, CMAR shall

exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel.

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

**18. HAZARDOUS MATERIALS**

In such instance where CMAR's scope of work includes the abatement and removal of hazardous materials found anywhere on or within the Project site, CMAR 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, CMAR shall also give those notices at the appropriate times. CMAR shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified. CMAR's obligations under this section shall include signing (as the agent for the DISTRICT) any manifests required for the disposal of hazardous materials.

**19. USE OF DISTRICT PROPERTY**

CMAR 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.

**20. USE OF PROJECT SITE**

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

**21. WORK HOURS**

CMAR shall comply with any applicable Noise Ordinance or Rule and neither it nor its subcontractors shall undertake work on the Project site other than at the times and sound level permitted by the Noise Ordinance.

**22. PARKING**

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

**23. ACCESS TO CONSTRUCTION WORK**

The DISTRICT, their consultants, and other persons authorized by the DISTRICT will at all times have access to the construction work wherever it is in preparation or progress. CMAR shall provide safe and proper facilities for such access and for inspection.

**24. SUPERINTENDENT AND KEY PERSONNEL**

Failure to maintain a full-time superintendent on the Project site at all times that construction work is in progress shall be considered a material breach of this Agreement, entitling the DISTRICT to terminate this Agreement or alternatively, issue a stop work order until the superintendent is on the Project site. If, by virtue of issuance of said stop work order, CMAR fails to complete the work on time, CMAR will be assessed liquidated damages in accordance with this Agreement.

CMAR shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. CMAR shall not employ a proposed superintendent to whom the DISTRICT or Architect has made reasonable and timely objection. The superintendent shall not be changed without the DISTRICT's consent, which shall not unreasonably be withheld.

The superintendent may not perform the work of any trade, pick-up materials, or perform any work not directly related to the supervision and coordination of the work at the Project site when the Project is in progress.

Substitution or replacement of any named individual requires the written approval of the DISTRICT and approval will be at the sole discretion of the DISTRICT. Failure to provide the listed individuals at all times work is in progress shall be considered a material breach of this Agreement unless the named individuals are no longer employed or retained by CMAR, a company CMAR has a financial interest in, or a parent company of CMAR; such material breach shall entitle the DISTRICT to terminate this Agreement or alternatively, issue a stop work order until the individual or an acceptable replacement is provided. If, by virtue of issuance of said stop work order, CMAR fails to complete the work on time, CMAR will be assessed liquidated damages in accordance with this Agreement.

**25. SELF-PERFORMED WORK**

CMAR and its affiliates may not carry out trade work with its own forces without the DISTRICT's express written consent, which permission may be withheld or conditioned by the DISTRICT in its sole and absolute judgment. In such case that the DISTRICT grants permission for self-performed work by the CMAR, such work shall be treated as general conditions costs and shall not be subject to the CMAR percentage fee.

**26. SUBCONTRACTUAL RELATIONS**

Any part of the construction work performed for CMAR by a first-tier subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require the subcontractor, to the extent of the construction work to be performed by the subcontractor, to be bound to CMAR by the terms of the Contract Documents, to assume toward CMAR all the obligations and responsibilities which CMAR assumes towards the DISTRICT by the Contract Documents, and to perform such portion of the construction work 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 construction work to be performed by subcontractor, so that subcontracting thereof will not prejudice such rights. CMAR shall cause each such subcontract to expressly include the following requirements:

- a) Subcontractor waives all rights that subcontractor may have against the DISTRICT for damages caused by fire or other perils covered by builder's risk property insurance carried by CMAR, except for such rights subcontractor may have to the proceeds of such insurance held by CMAR.
- b) The DISTRICT and entities and agencies designated by the DISTRICT will have access to and the right to audit and the right to copy at the DISTRICT's cost all of subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Project. Subcontractor shall preserve all such records and other items for a period of at least three (3) years after Final Completion.

Upon the request of the DISTRICT, CMAR shall promptly furnish to the DISTRICT a true, complete, and executed copy of any subcontract. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the DISTRICT.

**27. ASSIGNMENT AND SUBCONTRACTING**

Except as proposed in Exhibit B and hereby approved by the DISTRICT, CMAR may not subcontract, transfer, or assign any portion of this Agreement without prior, written approval from the DISTRICT. Each subcontractor must be approved in writing by the DISTRICT. The substitution of one subcontractor for another may be made only at the discretion of the DISTRICT and with prior, written approval from the DISTRICT.

Notwithstanding the use of approved subcontractors as proposed in Exhibit B, CMAR will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by CMAR.

**28. RIGHT TO REFUSE PERSONNEL**

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

**29. PREVAILING WAGE RATES**

For purposes of this section, the term subcontractor shall not include suppliers, manufacturers, or distributors.

CMAR shall comply and shall ensure that all subcontractors 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 this Agreement. The work under this Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations.

The State of California Department of Industrial Relations 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. CMAR shall post a copy of the general prevailing per diem wage rates as well as job site notices as prescribed by regulation at the job site. By this reference, such schedule is made part of the Contract Documents. CMAR shall



pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by CMAR in the execution of the Project. CMAR shall cause all subcontracts to include the provision that all subcontractors shall pay not less than the prevailing rates to all workers employed by such subcontractors in the execution of the Project. CMAR 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 Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the work done by CMAR or any subcontractor. The amount of this penalty shall be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the Contract Sum or sought directly from the surety under its Performance Bond if there are insufficient funds remaining in the Contract Sum. CMAR 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.

**30. APPRENTICES**

For purposes of this section, the term subcontractor shall not include suppliers, manufacturers, and distributors.

Only apprentices, as defined in the State of California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by CMAR and subcontractors as apprentices. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training and in accordance with prevailing wage law pursuant to the Labor Code, including but not limited to Section 1777.5. CMAR bears responsibility for compliance with this section for all apprenticeable occupations.

Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed to work at the Project in the craft or trade to which the apprentice is indentured.

When CMAR or subcontractors employ workers in any apprenticeship craft or trade on the Project, CMAR or subcontractors shall (1) send contract award information to the applicable joint apprenticeship committee that can supply apprentices to the site of the public work and (2) apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the area of the Project site, for a certificate approving CMAR or subcontractors under the apprenticeship standards for the employment and training of apprentices in the area of the Project site. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeypersons who shall be employed in the craft or trade on the Project. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of journeyperson work, except as permitted by law.

CMAR or subcontractors shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeyworkers fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

“Apprenticeship craft or trade,” as used in this section, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

If CMAR or subcontractors employ journeyworkers or apprentices in any apprenticeship craft or trade in the area of the Project site, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the area of the Project site are contributing, CMAR and subcontractors shall contribute to the fund or funds in each craft or trade in which they employ journeyworkers or apprentices on the Project in the same amount or upon the same basis and in the same manner done by the other contractors. CMAR may include the amount of such contributions in computing its bid for the Project; but if CMAR fails to do so, it shall not be entitled to any additional compensation therefore from the DISTRICT.

In the event CMAR willfully fails to comply with this section, it will be considered in violation of the requirements of this Agreement.

Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by CMAR or subcontractors of journeyworker trainees who may receive on-the-job training to enable them to achieve journeyworker status in any craft or trade under standards other than those set forth for apprentices.

**31. CERTIFIED PAYROLL RECORDS**

For purposes of this section, the term subcontractor shall not include suppliers, manufacturers, or distributors.

CMAR and all subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyworker, apprentice, worker, or other employee employed in connection with the Project. All payroll records shall be certified as being true and correct by CMAR or subcontractors keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of CMAR 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 CMAR 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 CMAR performing the Work shall not be marked or obliterated.

CMAR shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request.

CMAR shall regularly file a certified copy of the payroll records with the State of California Department of Industrial Relations, 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, CMAR shall have ten (10) days in which to comply following receipt of notice specifying in what respects CMAR must comply. Should noncompliance still be evident after the ten (10) day period, CMAR 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 Sum.

**32. CONSTRUCTION CONTINGENCY**

A construction contingency shall be included in the Contract Sum and shall be used to pay for unforeseen work that must be completed in order to deliver the Project. The use of the contingency to pay for work shall require approval by the DISTRICT, but no reasonable use shall be disallowed. Contingency shall not be used for work or costs that should have otherwise been anticipated and included in the Contract Sum. Work paid by the construction contingency shall not be subject to the CMAR percentage fee. CMAR shall itemize the approved use of the contingency and account for the contingency balance on a separate accounting accompanying each payment request. The DISTRICT shall not be responsible to pay for any unused portion of the budgeted construction contingency. Contingency-eligible costs in excess of the contingency amount shall be borne by CMAR.

**33. TRADE CONTRACTOR CONTINGENCIES**

CMAR shall include construction contingency in its fee proposal. CMAR shall not allow contingencies as part of trade contractors' bids. CMAR shall not cause the trade contractors to include any construction contingency or allowances in their bids. CMAR shall obtain the DISTRICT's review and approval of the proposed trade contractor bid documents and trade contractor agreements before subcontractor bidding.

**34. CHANGE ORDER REQUESTS**

Change order requests that are not contingency-eligible must be made in writing to the DISTRICT and shall be reviewed by CMAR and Architect prior to final approval by the DISTRICT. DISTRICT-requested change orders shall follow the same approval process. The DISTRICT reserves the right to reject any change order request. Any adjustment to the Contract Sum resulting from an

approved change order will not be considered final until an amendment to this Agreement has been executed by the Parties.

**35. COST MONITORING AND REPORTING**

CMAR shall monitor costs incurred for the pre-construction phase separately from costs incurred during the construction phase. At the request of the DISTRICT, CMAR may be required to provide a cost report supporting costs incurred. Should the DISTRICT determine that any such costs are unsupported, the DISTRICT will be entitled to recover unsupported payments to CMAR.

**36. PROJECT SAVINGS**

Project savings identified during design as part of CMAR's value engineering process are owned by the DISTRICT. It is one of the collaborative responsibilities of CMAR to look for ways of reducing Project construction costs. Proposed cost reductions shall not reduce the Project program requirements, reduce quality of materials or craftsmanship, increase life-cycle costs, negatively affect the architectural aesthetics or design intent, or adversely affect the Project completion.

**37. SPECIFICATIONS FOR ARTICLES, MATERIALS, AND EQUIPMENT**

Only new materials or equipment shall be allowed. No used or refurbished materials or equipment shall be allowed. Specifications shall not contain restrictions that will limit competitive bids. Exceptions shall only be as permitted by the DISTRICT in conformance with Public Contract Code Section 3400. Where articles, materials, and/or equipment are identified by brand or proprietary names, at least two names shall be used, and such names shall be followed by the words "or equal."

**38. WARRANTY**

CMAR warrants to the DISTRICT and Architect 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, CMAR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**39. REVIEW OF CONTRACT DOCUMENTS**

If CMAR and/or its subcontractors performs any construction activity 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, CMAR shall be responsible for the resultant losses, including, without limitation, the costs of correcting defective work.

**40. OWNERSHIP OF DOCUMENTS**

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

**41. CONFIDENTIALITY**

CMAR 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. CMAR

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 CMAR's termination of services to the DISTRICT hereunder.

**42. ACCESS AND RETENTION OF RECORDS**

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

**43. SUBSTANTIAL COMPLETION**

Substantial Completion means the stage in the progress of the Project, as determined by the Architect, when the Project is complete and 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, and a Certificate of Occupancy has been issued.

When CMAR 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 Architect will prepare and give to CMAR a comprehensive list of items to be completed or corrected before establishing Substantial Completion. CMAR 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 CMAR to complete the Project in accordance with the Contract Documents. The Architect will make an inspection to determine whether the Project is substantially complete. Costs for additional inspection by the Architect shall be deducted from any monies due and payable to CMAR.

When the Architect determines that the Project is substantially complete, the DISTRICT will arrange for inspection by the local Building Official for the purpose of issuing a Certificate of Occupancy. After a Certificate of Occupancy has been issued, the DISTRICT and the Architect will prepare and furnish to CMAR a comprehensive "punch list" of items to be completed or corrected prior to Final Completion.

**44. FINAL COMPLETION**

Upon receipt of notice from CMAR that the Project is ready for final inspection, the DISTRICT and Architect will make such inspection. Final Completion shall be when the DISTRICT determines that the Project is fully completed and in accordance with the Contract Documents, including without limitation, satisfaction of all "punch list" items, and determines that an official Certificate of Occupancy has been issued. The DISTRICT will issue a Notice of Completion within fifteen (15) days after Final Completion. After the Notice of Completion has been issued, CMAR shall submit the final Application for Payment to the DISTRICT.

Final payment and retention shall be released to CMAR after:

- a) CMAR submits the final Application for Payment and all submittals required in accordance with this Agreement; and

- b) CMAR submits all guarantees and warranties procured by CMAR from subcontractors, all operating manuals for equipment installed in the Project, as-built documents, and all other submittals required by the Contract Documents.

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

**45. CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD**

The Guarantee to Repair Period shall be for a period of one (1) year, and shall commence on the date of Substantial Completion of the Project except that Substantial Completion shall not commence the Guarantee to Repair Period for any equipment or systems that:

- a) Are not operational (equipment or systems shall not be considered operational if they cannot be used to provide the intended service); or
- b) Are not accepted by the DISTRICT.

The Guarantee to Repair Period for equipment or systems which become operational and accepted subsequent to Substantial Completion will begin on the date of the Notice of Completion.

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.

CMAR shall (1) correct defective work that becomes apparent during the progress of the Project or during the Guarantee to Repair 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. CMAR 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 CMAR shall diligently and continuously prosecute such correction to completion. CMAR shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such defective work, including additional testing, inspection, and compensation for Architect's services and expenses. CMAR 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 activities.

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, CMAR shall pay to the DISTRICT all reasonable costs of correcting such defective work. CMAR 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.

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

If CMAR 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 CMAR's expense.

If CMAR 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. CMAR shall be entitled to the proceeds of such sale, if any, in excess of the costs and damages for which CMAR is liable to the DISTRICT, including compensation for the Architect's services and expenses. If such proceeds of sale do not cover costs and damages for which CMAR is liable to the DISTRICT, the Contract Sum shall be reduced by such deficiency. If there are no remaining payments due CMAR or the remaining payments are insufficient to cover such deficiency, CMAR shall promptly pay the difference to the DISTRICT.

CMAR'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 CMAR under the Contract Documents. Enforcement of CMAR'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 CMAR under the Contract Documents. Establishment of the Guarantee to Repair Period relates only to the specific obligation of CMAR to correct the defective work and in no way limits either CMAR's liability for defective work or the time within which proceedings may be commenced to enforce CMAR's obligations under the Contract Documents.

**46. CONTRACT TIME**

Contract Time shall be the number of days set forth in this Agreement (Exhibit C), as adjusted by change order or contract amendment, within which CMAR must achieve Final Completion of the Project.

The date of commencement of the pre-construction phase of the Project shall be upon final execution of this Agreement by the Parties.

The date of commencement of the construction phase of the Project shall be set forth in the Notice to Proceed. The date of commencement of the Project shall not be postponed by the failure of CMAR, subcontractors, or of persons or firms for whom CMAR is responsible, to act.

CMAR represents to the DISTRICT that the Contract Time is reasonable for completing the Project and that CMAR is able to complete the Project within the Contract Time.

CMAR agrees that the DISTRICT is purchasing the right to have the CMAR present on the Project site for the full duration of the Contract Time, even if CMAR could finish the Project in less than the Contract Time.

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

CMAR shall proceed expeditiously with adequate forces and shall achieve Final Completion of the Project within the Contract Time. If the DISTRICT determines and notifies CMAR that CMAR's progress is such that CMAR will not achieve Final Completion of the Project within the Contract Time, CMAR 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, CMAR shall immediately notify the DISTRICT of all measures to be taken to ensure Final Completion of the Project within the Contract Time. CMAR 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.

**47. DELAY**

Except to the extent that such delays are caused by extra work requested by the DISTRICT, not originally included in the Contract Documents, by signing this Agreement, CMAR agrees:

- a. To bear the risk of delays to the Project; and
- b. That CMAR's bid for the Project was made with full knowledge of this risk.

In agreeing to bear the risk of delays to the Project, CMAR understands that, except and only to the extent that such delays are caused by extra work requested by the DISTRICT, not originally included in the Contract Documents, the occurrence of events that delay the Project shall not excuse CMAR from its obligation to achieve Final Completion of the Project within the Contract Time, and shall not entitle the CMAR to an adjustment of the Contract Sum.

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

Subject to the terms outlined below, the Contract Time will be extended for each day of delay for which CMAR demonstrates that all of the following four conditions have been met; a time extension will not be granted for any day of delay for which CMAR fails to demonstrate compliance with the four conditions:

- a. The delay is critical. A delay is critical if and only to the extent it delays a work activity that cannot be delayed without delaying Final Completion of the Project beyond the Contract Time. Under this condition, if the Contract Schedule shows Final Completion of the Project before expiration of the Contract Time, a delay is critical if and only to the extent the delay pushes Final Completion of the Project to a date that is beyond the Contract Time.
- b. Within seven (7) days of the date CMAR discovers or reasonably should discover an act, error, omission or unforeseen condition or event causing the delay is likely to have an impact on the critical path of the Project, (even if CMAR has not yet been delayed when CMAR discovers or reasonably should discover the critical path impact of the act, error, omission or unforeseen condition giving rise to the delay) CMAR submits both a timely and complete change order Request to the DISTRICT.
- c. The delay is not caused by:



- i. A concealed, unforeseen or unknown condition or event except for a materially differing site condition from those described in the Contract Documents; or
    - ii. The financial inability, misconduct or default of CMAR, a subcontractor or supplier; or
    - iii. The unavailability of materials or parts.
  - d. The delay is caused by:
    - i. Fire; or
    - ii. Strikes, boycotts, or like obstructive actions by labor organizations; or
    - iii. Acts of God (As used herein, "Acts of God" shall include only earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves); or
    - iv. A materially differing site condition from those described in the Contract Documents; or
    - v. An error or omission in the Contract Documents; or
    - vi. The DISTRICT's decision to change the scope of the Project, where such decision is not the result of any default or misconduct of CMAR; or
    - vii. The DISTRICT's decision to suspend the Project, where such decision is not the result of any default or misconduct of CMAR; or
    - viii. The failure of the DISTRICT (including the DISTRICT acting through its consultants, design professionals, separate contractors or the Architect) to perform any obligation of this Agreement unless such failure is due to CMAR's default or misconduct; or
    - ix. Adverse weather or on-site conditions caused by adverse weather. In order for a day to be considered a day of adverse weather for the purpose of determining whether CMAR is entitled to an adjustment in Contract Time, both of the following conditions must be met:
      - a. The day must be a day in which, as a result of adverse weather, less than one half day of critical path work is performed by CMAR or its subcontractors; and
      - b. The day must be identified in the Contract Schedule as a scheduled work day.

If and only if a delay meets all four conditions prescribed above, then a time extension will be granted for each day that Final Completion of the Project is delayed beyond the Contract Time, subject to the following:

- a) When two or more delays (each of which meet all four conditions prescribed above) occur concurrently on the same day, and each such concurrent delay by itself without consideration of the other delays would be critical, then all such concurrent delays shall be considered critical. For the purpose of determining whether and to what extent the Contract Time should be adjusted pursuant to this section, such concurrent critical delays shall be treated as a single delay for each such day.
- b) CMAR shall be entitled to a time extension for a day of delay that meets all four requirements of this section if the delay is concurrent with a delay that does not meet all four conditions of this section.

If for any reason one or more of the four conditions prescribed in this section is held legally unenforceable, then all remaining conditions must be met as a condition to obtaining an extension of the Contract Time.

A waiver of or failure by the DISTRICT to enforce any requirement in this section, including without limitation the requirements outlined above, in connection with any or all past delays shall not constitute a waiver of, and shall not preclude the DISTRICT from enforcing, such requirements in connection with any present or future delays.

CMAR agrees and understands that no oral approval, either express or implied, of any time extension by the DISTRICT or its agents shall be binding upon the DISTRICT unless and until such approval is ratified by execution of a written change order.

**49. LIQUIDATED DAMAGES**

The DISTRICT and CMAR acknowledge and agree that if CMAR fails to fully and satisfactorily agree to complete the required work within the construction time requirements, the DISTRICT will suffer substantial damages which are both extremely difficult and impractical to ascertain.

The DISTRICT and CMAR have reasonably endeavored but failed to ascertain the precise amount of the actual damages that the DISTRICT will incur if the mutually agreed upon construction time requirements are exceeded. Therefore, in the event the construction time requirements mutually agreed upon by the CMAR and the DISTRICT are exceeded, the CMAR fee shall be reduced by an amount of \$2,000 per calendar day as liquidated damages, starting from the scheduled construction completion date for the Project until the Project is substantially complete.

Should the schedule for the Project be extended due to an Act of God or changes as imposed by DISTRICT, CMAR may negotiate for additional compensation. If CMAR and the DISTRICT are unable to reach agreement within a reasonable time as to the amount of additional compensation to be paid, CMAR nevertheless shall continue performance of this Agreement and the DISTRICT shall pay CMAR that amount which the DISTRICT is willing to pay as additional compensation. By accepting such payment, CMAR shall not be deemed to have waived any rights to seek further compensation under the provisions of this Agreement or applicable law.

**50. TERMINATION BY CMAR FOR CAUSE**

CMAR 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 CMAR, any subcontractor, or any employee or agent of CMAR 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 CMAR stating the nature of such default.
- c) Repeated suspensions by the DISTRICT, other than such suspensions as are agreed to by CMAR, which constitute in the aggregate more than 20% of the Contract Time.

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

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

- a) The amount of the Contract Sum allocable to the portion of the Project properly performed by CMAR as of the date of termination, less sums previously paid to CMAR;
- b) Plus an amount equal to the lesser of \$50,000 or 5% of the difference between the Contract Sum and the amount of the Contract Sum allocable to the portion of the Project properly performed by CMAR 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 CMAR is entitled in the event of termination of this Agreement by CMAR pursuant to this section; and CMAR will be entitled to no other compensation or damages and expressly waives the same.

#### **51. 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) CMAR becomes insolvent or files for relief under the bankruptcy laws of the United States.
- b) CMAR 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 CMAR'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) CMAR 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 CMAR 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) CMAR 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) CMAR fails to make prompt payment of amounts properly due subcontractors after receiving payment from the DISTRICT.
- c) CMAR disregards Applicable Code Requirements.
- d) CMAR persistently or materially fails to execute the Project in accordance with the Contract Documents.

- e) CMAR is in default of any other material obligation under the Contract Documents.
- f) CMAR 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 CMAR, terminate this Agreement and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by CMAR; 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, CMAR shall remove any part or all of CMAR's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within seven (7) days of such request; and if CMAR fails to do so, the DISTRICT may remove or store, and after ninety (90) days sell, any of the same at CMAR's expense.

If this Agreement is terminated by the DISTRICT as provided in this section, CMAR 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 Sum 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 CMAR. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, CMAR 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 CMAR to recover all losses suffered by the DISTRICT.

**52. SUSPENSION BY DISTRICT FOR CONVENIENCE**

The DISTRICT may, at any time and from time to time, without cause, order CMAR, 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, CMAR 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 CMAR 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, CMAR shall continue with the Project. A change order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. Any Claim by CMAR for an adjustment of the Contract Sum or the Contract Time shall be made within twenty-one (21) days after the end of the suspension. CMAR 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.

**53. 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 CMAR. Upon such termination, CMAR agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of CMAR, the DISTRICT shall pay CMAR as outlined below.

Upon receipt of notice of termination under this section, CMAR 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 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 CMAR's obligations outlined above, as to bona fide obligations assumed by CMAR prior to the date of termination.

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

- a) The amount of the Contract Sum allocable to the portion of the Project properly performed by CMAR as of the date of termination, less sums previously paid to CMAR;
- b) Plus an amount equal to the lesser of \$50,000 or 5% of the difference between the Contract Sum and the amount of the Contract Sum allocable to the portion of the Project properly performed by CMAR 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.

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

**54. ASSURANCE OF PERFORMANCE**

If at any time DISTRICT believes CMAR may not be adequately performing its obligations under this Agreement or that CMAR may fail to complete the services as required by this Agreement, DISTRICT may, at its option, request from CMAR prompt written assurances of performance and a written plan acceptable to DISTRICT, to correct the observed deficiencies in CMAR's performance. CMAR 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. CMAR 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 Section 51 of this Agreement.

**55. 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. CMAR 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, CMAR agrees to continue the Project diligently to completion. If the dispute is not resolved, CMAR agrees it shall neither rescind this Agreement nor stop the progress of the Project. If the matter is not resolved after mediation, CMAR'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.

**56. CHOICE OF LAW**

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

**57. 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 CMAR 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. This Agreement may not be modified except by a written document signed by both Parties.

**58. 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.

59. **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.

60. **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 CMAR 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.

61. **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 Specialist  
10545 Armstrong Avenue, Suite 200  
Mather, CA 95655

To: CMAR: Roebelen Construction Management Services, Inc.  
Robert Kjome, Executive Vice President  
1241 Hawks Flight Court  
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.

**62. 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:**

**CMAR:**

By: \_\_\_\_\_  
Todd Harms, Fire Chief

By: \_\_\_\_\_  
Robert Kjome, Executive Vice President

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

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



## EXHIBIT A

### Scope of Services

The scope of services to be provided by CMAR shall include the following activities as needed to meet Project goals:

#### A. PRE-CONSTRUCTION PHASE

1. Design Phase Investigation Work: Collaborate with the Architect to assess the type, quantity, and quality of the available information describing existing site conditions. Promptly report in writing to the District any errors, inconsistencies, or omissions discovered in the verification of field conditions. Make recommendations to the District regarding supplemental site surveys if added information is needed to make associated Project scopes fully biddable.
2. Project Schedule: Provide a Project Schedule during the pre-construction phase representing all tasks necessary to complete the Project within the Project durations in coordination with the District's Architect. Project Schedule shall include: tasks by all parties, regulatory and District approvals, sufficient periods of time for document review, significant milestones, identification and scheduling of long-lead items, training, occupancy milestone, and an allowance for weather delays. Update the schedule as necessary to reflect the current schedule and recent Project developments. Monitor all regulatory approvals required during the design and construction phase. Develop the construction portion of the Project Schedule in sufficient detail to be used in trade contractor bidding. Notify the District of potential schedule risks. If warranted, recommend modifications to the schedule that would expedite the Project Schedule based on normal production rates.
3. Project Phasing: Collaborate with the Architect to identify any project phasing components, such as grading, utilities, etc, that may benefit the District and result in time savings. If project phasing is approved by the District, work with the Architect to develop all necessary documents to facilitate the phasing of the Project.
4. Constructability Review: Review all design documents for completeness, coordination, ambiguities, and ability to bid, and make recommendations to the Architect and District. Perform alternate systems evaluation and constructability reviews continuously and issue constructability reports and comments at 100% Design Development, 75% Construction Documents, and 90% Construction Documents. At the 100% Construction Documents phase and prior to bidding, CMAR shall submit its constructability documentation to the District to demonstrate that all CMAR comments have been appropriately addressed and incorporated into the Construction Documents.
5. Identify Potential Risk Factors: In consultation with the Architect, identify Project risks, which are conditions or events that could negatively affect the Project scope, quality, schedule, or cost. Such risk assessment should assess the constructability issues related to the Project, including site logistics; identify any items where the design is predicated on a single manufacturer and, if so, identify at least two (2) comparable products; and identify any long-lead delivery items that could adversely affect the Project schedule. Evaluate risks to include severity of impact,

probability of occurrence and other factors as CMAR deems appropriate and recommend ways to manage or mitigate each risk.

6. Professional Consultants: Assist the District, if required, in selecting and retaining the professional services of surveyors, special consultants, and testing laboratories, and coordinate their services.
7. Construction Documents: Work with the Architect in reviewing and developing the Construction Documents, taking into account quality of materials and equipment, to ensure an efficient design. Participate in design decisions by providing information, estimates, schemes, and recommendations regarding construction materials, methods, systems, phasing, and costs that shall provide the highest quality building within the budget and schedule.

CMAR shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in accordance with the approved submittal schedule and with reasonable promptness and in such sequence as to cause no delay in the Project.

CMAR shall carefully study and compare each of the documents with the others, and report in writing to the District any errors, inconsistencies, or omissions in the documents or inconsistencies with applicable code requirements.

8. California Environmental Quality Act (CEQA) Mitigation Monitoring: Implement all mitigation measures identified in the Mitigation Monitoring and Reporting Programs (MMRP), which are included in CEQA documentation. In addition, during the design phase of the Project, identify in the Project Schedule the specific timing related to the planning and implementing of these mitigation measures.
9. Cost Control Management: Review Architect's construction cost estimate and determine if it is sufficient to construct the Project. Prepare a cost estimate, evaluate the estimate against the construction budget, and recommend, if necessary, the appropriate action to avoid potential cost overruns. Work with the Architect to establish target values for the cost of each Project element to be used as a basis of design and cost monitoring. Monitor the budget as compared to the Project scope through the pre-construction phase. If changes are suggested to the Project scope that may cause Project cost overruns, CMAR shall notify the District in writing as part of the regular Project development meetings.
10. Construction Cost Estimates: Provide full and complete estimates at 100% Design Development, and 75% and 100% of Construction Documents. Authorization to proceed with the next step in the design process is contingent upon the District's acceptance of the building cost estimates as compared to the construction budget.
11. Value Engineering: Reconcile construction cost estimates with cost estimates prepared by the Architect. If the reconciled estimate is above the Project budget, CMAR shall participate in value engineering to lower the Project cost to within the budget.

12. Project Savings: CMAR is encouraged to recommend potential Project savings to the District. Recommendations for proposed savings shall be accompanied by a firm quote from the Architect for any additional services required due to the changes (as applicable). The District will evaluate any additional architectural fees as part of their decision regarding the proposed change. Cost proposals for Project savings shall be as proposed by CMAR and approved by the District. Acceptance of a suggested savings will be determined at the sole discretion of the District who shall not be required to provide any reason for their decision.
13. Meetings: Attend and actively participate in regular pre-construction meetings with the District and Architect to review Project status and review and update the construction cost estimate.
14. Permitting: Assist Architect with the preparation and submission of all applicable permit forms and applications for the design and construction of the Project. Work with Architect to respond to all plan check comments for re-submittal back to reviewing agency.
15. Construction Management Plan: Prepare and submit to the District a Construction Management Plan including, but not limited to, noise control, hours for construction and deliveries, truck routes, trash and debris removal plan, traffic and parking control, communications procedures, emergency procedures, quality control procedures, dust control, public street cleaning and repair, planned occupancy of public ways, erosion control, tree protection plan, vibration monitoring, temporary fire protection measures, project signage, pest control, construction staging plan, and construction logistics plan.
16. Develop Trade Contractor Bid Packages: Assume responsibility for the separation of the project drawings and specification into separate trade contracts for various categories of work. Coordinate with the Architect to produce the bid packages. Provide bid package preparation required, but not otherwise included, in the Architect's agreement with the District. The bid packages shall incorporate CMAR's subcontract agreement requirements, any Project specific requirements such as site access and phasing, and the District's general conditions and bidding requirements, including all applicable provisions of the California Uniform Public Construction Cost Accounting Act. CMAR shall develop the most logical, competitive, seamless, and distinct trade contractor bid packages with all scopes of work included in the packages. CMAR shall review drawings and specifications to provide coordination with the Architect of bidding documents that clearly define and segregate scopes of work to insure completeness and to avoid duplicity of scopes; the work of the separate trade contractors is coordinated; all requirements for the project have been assigned to the appropriate trade contractor; the likelihood of jurisdictional disputes has been reduced; and proper coordination has been provided for phased construction. Include bid alternatives, as appropriate, (deductive or additive) in each trade contractor bid package to enable full utilization of the Project budget. Develop Supplementary General Conditions (with the District's participation and subsequent approval) that address the trade contracts, schedule for trade contracts, and the responsibilities of all parties under a CMAR procurement method, where CMAR bids the Project elements and enters into contracts with the trade contractors.
17. Bid Phase Services: Bid the approved individual or multiple trade contractor bid packages competitively, following all advertising and public notice requirements, in accordance with the

District's Purchasing and Contracting Policy. Oversee the receipt of and response to all questions or Requests for Information (RFI's) during the bid process, in coordination with the Architect, including issuing any necessary addenda. CMAR must provide the District with all advertising, solicitation documents, bids, proposals, and evaluations of proposals during the selection of subcontractors.

18. Bid Conference(s): Conduct the pre-bid conference(s) in conjunction with the District and Architect. Such conferences shall familiarize bidders with the particular project, bid documents, terms and conditions, multiple prime trade contracting, and any systems, materials, or methods.
19. Bid Evaluation: Receive bids from trade contractors; conduct a public bid opening as required by District policy, review the bids for completeness, full responsiveness, and price, and make a recommendation to the District and Architect after identifying the lowest responsible bidder for each trade, including alternatives for that trade. Bid shall be reviewed for technical deficiencies or errors. Trade bids may be normalized, and CMAR shall review and confirm scope of work with trade contractors before subcontracts are awarded. The District may consider rejecting and rebidding one or all bids for a portion of the project or construction package if the apparent low bid is significantly in excess of the amount budgeted for such bid. In the event any bid exceeds the Construction Budget by more than 5% and the District authorizes re-bidding of all or portions of the project, CMAR shall cooperate in revising the scope and the quality of work as required to reduce the construction costs for the Project. CMAR, at no additional cost to the District, shall cooperate with the District and Architect as necessary to bring construction costs within the Construction Budget.
20. Submittal of Guaranteed Maximum Price (GMP): Submit a GMP for the Project, based on the sum of the proposed trade contracts and CMAR fees. CMAR shall certify in writing that the trade contracts for the Project represent all the trade contracts required to perform the work in the bid plans and specification for the Project, and that no additional trade contractors are foreseen to complete the necessary work for the Project.

## **B. CONSTRUCTION PHASE**

1. Project Management: CMAR shall supervise and direct the construction work using CMAR's best skill and attention. CMAR shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the construction work.
2. Execute Trade Contracts: After reaching an agreement with the District on a GMP, and executing the Notice to Proceed, the CMAR shall prepare and issue the appropriate trade contracts and notice to proceed letters for each successful trade contractor performing work on the Project.
3. Certificates of Insurance, Performance/Payment Bonds: Receive and review Certificates of Insurance and Performance/Payment Bonds from the trade contractors and forward to the District prior to commencement of any work by such trade contractors.

4. Analysis of Labor: Provide an analysis of the types and quantities of labor required for the project and review the availability of appropriate categories of labor required for critical phases. CMAR shall make recommendations to minimize adverse effects of labor shortages.
5. Preconstruction Conference: The District and CMAR shall co-conduct a pre-construction conference with the trade contractors, design personnel, and other appropriate District staff. The pre-construction conference shall serve to orient the trade contractors to the various reporting procedures and site rules prior to the commencement of actual construction. CMAR pre-construction conference services include preparation of meeting agenda, preparation of job procedures for clarifications, change orders, shop drawings, progress payments, field testing and inspection, safety, and preparation and distribution of pre-construction conference notes.
6. Update the Project Schedule: Update the Project Schedule on a monthly basis. In order to provide a comprehensive schedule, CMAR shall coordinate and receive input from the District, the Architect, and the trade contractors for compliance with the individual requirements of each portion of the Project and the overall Project Schedule. CMAR shall review and approve the trade contractors' proposed construction schedule for logic, reasonableness, and conformance to the requirements of the Contract Documents. CMAR shall conduct daily review of the trade contractors' progress and conformance with monthly updated Construction Schedules. CMAR shall plan, develop, supervise, control, and coordinate the performance of the construction work so that its progress and the sequence and timing of the work will permit its completion in accordance with the Project Schedule.
7. Contract Administration: Administer the contracts for each trade contractor performing work on the Project by managing the work of and payments to the trade contractors. CMAR shall make payments appropriate under the trade contract terms and applicable law, taking into account factors such as prevailing wage requirements, material supplies release, fingerprinting requirements, and any other relevant criteria.
8. Management of Trade Contractors: Provide direct supervision, scheduling and problem resolution for trade contractors throughout the construction phase. CMAR shall coordinate the mobilization of all trade contractors and shall coordinate construction sequencing. Such management shall include immediate direction of the specific means and methods of trade contractors' activities and scheduling of work tasks; conducting weekly progress and coordination meetings with trade contractors; timely coordination of the contract schedule between trade contractors to resolve and expedite resolutions of any work that may be disputed between trade contractors; determination of adequacy of trade contractors' personnel, equipment, safety programs, and availability of materials and supplies. Ensure trade contractors are satisfying all contract terms and scope.
9. Master Construction Schedule: Implement a Master Construction Schedule and regularly update and maintain the Master Construction Schedule incorporating the activities of the trade contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The Master Construction Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority.

CMAR shall update, reissue, and distribute the Master Construction Schedule as required by the District to show current conditions and revisions.

10. Provide Necessary Personnel: Provide and maintain full-time, onsite construction supervision for the proper management of the construction work. Such personnel shall be competent to oversee the work onsite at all times while construction is underway and shall provide daily inspections, quality control, monitoring, and coordination of various trades, record drawings, and daily work log.

CMAR shall enforce strict discipline and good order among CMAR's employees and other persons carrying out the Project. CMAR shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

11. Site Staging and Temporary Facilities: Coordinate the preparation of construction staging areas on-site for the Project and the preparation of the site for construction, including, but not limited to fencing, barricades, access parking, or other items reasonably necessary for efficient construction. CMAR shall coordinate all required utility shut downs, road closures, traffic closures, and the like. CMAR shall be responsible for the cost of temporary power used during the construction 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. CMAR shall also be responsible for the cost of all temporary construction and facilities necessary for the Project site.
12. Onsite Office: Provide and maintain a fully equipped onsite office to perform all required duties for the construction and management of the Project.
13. Maintain On-Site Records: Develop and implement a comprehensive document management program. Maintain at the Project site, on a current basis: a record copy of all trade contracts, drawings, specifications, addenda, change orders, architectural issued revisions, and other modifications, kept in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the trade contracts. Maintain records of principle building layout lines, elevations for the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer, if necessary. All records must be made available to the District, at the District's request. At the completion of the project, CMAR shall deliver all such records to the District.
14. Safety and Security: Provide a safe and efficient job site, with controlled access. Monitor job site maintenance and ensure trade contractors' conformance in providing a safe work place. Initiate and enforce all safety-related requirements. To the extent required by OSHA or any other public agency, CMAR shall monitor for each trade contractor's safety programs and their implementation along with any necessary safety meetings. Provide general safety and signage for the Project. Assure appropriate emergency access to the Project site in case of fire or other emergency. Monitor security of Project site for safety and impacts on neighboring properties. Take immediate action, if required, when non-compliant conditions are discovered.

15. Fingerprinting/Drug Testing: Monitor and enforce the fingerprinting program if required by the District. Maintain a drug-testing program in conjunction with the safety plan for the job site.
16. Utilities/Permits: Assist the Architect and District in obtaining all necessary permits and utility installation for the project, including but not limited to, building/utility, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire Marshal, Health Department, local building department and fire authority, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing, and other necessary and reasonable activities.
17. Testing and Inspection: Coordinate and provide all necessary testing and inspection for the Project's construction. CMAR shall provide required Stormwater Pollution Prevention Plan (SWPPP) Qualified SWPPP Practitioner (QSP) monitoring and sampling for the duration of construction. Architect will file the Notice of Intent (NOI) and the Notice of Termination.
18. Purchase, Delivery and Storage of Materials and Equipment: Investigate and recommend a schedule for the District's purchase of owner supplied materials and equipment which require long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents. Expedite and coordinate delivery of all purchases. Arrange for delivery, storage, protection, and security of District-purchased materials, systems and equipment, which are a part of the Project, until such items are incorporated into the Project. Coordinate with or assign these activities to the appropriate trade contractor who is responsible for the installation of such materials, systems, and equipment.
19. Construction Progress Meetings: Coordinate and conduct weekly construction meetings with the District to discuss construction progress including, but not limited to, 3-week look ahead activities, change orders, RFI review, contingency items, and schedule.
20. Report Monthly Construction Progress: Prepare a written monthly construction progress report, summarizing the progress of construction and key issues currently pending and indicating each trade contractor's progress. The report shall also summarize the current cash flow projections. CMAR shall submit the monthly construction progress report to the District and Architect.
21. Quality Control: Perform regular quality control inspections and create reports based on such inspections pursuant to the Quality Control Plan. These quality control reports shall be provided to the District electronically on a monthly basis. CMAR shall incorporate a quality control section in the weekly progress meetings to discuss outstanding deficiencies, testing/inspections, and upcoming work. The monthly report shall include a detailed summary of the steps that are being employed to provide quality construction and workmanship. The monthly report shall specifically address issues raised during the month and outline the steps that are being used to address such issues.
22. Construction Observation: Observe work on the Project to ensure that the materials and equipment being incorporated into the work are handled, stored, and installed properly and adequately, and are in compliance with the Contract Documents. Report to the District regarding the status of such activity. Guard against defects and deficiencies and advise the District of any

deviations, defects or deficiencies observed in the construction work. CMAR's observation duties shall include reasonable diligence to discover work that is not in compliance with the Contract Documents.

23. Coordination of Information Requested: Coordinate and address trade contractors' RFI's with the Architect, tracking RFIs through the field office. Architect shall be responsible for technical interpretations and clarifications of the Contract Documents, and shall prepare sketches to clarify Contract Documents where necessary and with the approval of the District. CMAR shall be responsible for managing the clarification and interpretation process.
24. Change Orders: Evaluate trade contractors' change order proposals to verify validity, purpose, and cost. Review all change order requests with the District and Architect and make formal recommendations to the District regarding the acceptance of any change order proposals.
25. Schedule of Values: Develop and maintain a master schedule of values for each trade contractor's activities, including a line item for the value of monthly schedule updates from the trade contractors. The schedule of values should be submitted to the Architect for review and approval. CMAR shall review with the Architect and make recommendations to the Architect pertaining to monthly payments to the trade contractors. CMAR shall develop and implement procedures requiring monthly schedules and lien releases with pay applications by trade contractors for progress and final payments.
26. Review Monthly Progress Payment Requests: Review and approve trade contractors' monthly progress payment requests, and compare the requested payments to actual work completed in accordance with the pre-approved schedule of values presented by the trade contractors at the beginning of construction. Review trade contractors' certified payroll reports to ensure compliance with prevailing wage requirements, and certify that all certified payroll has been uploaded to the Department of Industrial Relations (DIR) website, per DIR public works project requirements. CMAR shall combine trade contractors' payment requests into CMAR's payment request, prepare a current overall schedule of values, and submit one invoice to the District for approval and payment that has been pre-approved by the Architect.
27. As-Built Drawings: Maintain one (1) set of as-built drawings and specifications, which shall be kept up to date during construction. All changes which are incorporated into the Project which differ from the documents as drawn and written shall be noted on the as-built set. Notations shall reflect the actual materials, equipment, and installation methods used for the Project, and each revision shall be initialed and dated by CMAR. Prior to filing the Notice of Completion, each drawing and the specification cover shall be signed by CMAR and dated attesting to the completeness of the information noted therein. As-built drawings shall be turned over to the Architect within ten (10) days of filing the Notice of Completion and shall become part of the Record Documents.
28. Punch List: Conduct site walk with the District and Architect at completion of the Project and prepare a punch list. Coordinate the completion of all punch list items with the trade contractors within forty-five (45) days after Substantial Completion is achieved. Conduct follow-up punch walks as needed until all items have been completed to the satisfaction of the District. Final



inspections should also include Architect, civil engineer, structural engineer, mechanical engineer, and electrical engineer. CMAR 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 warranty period.

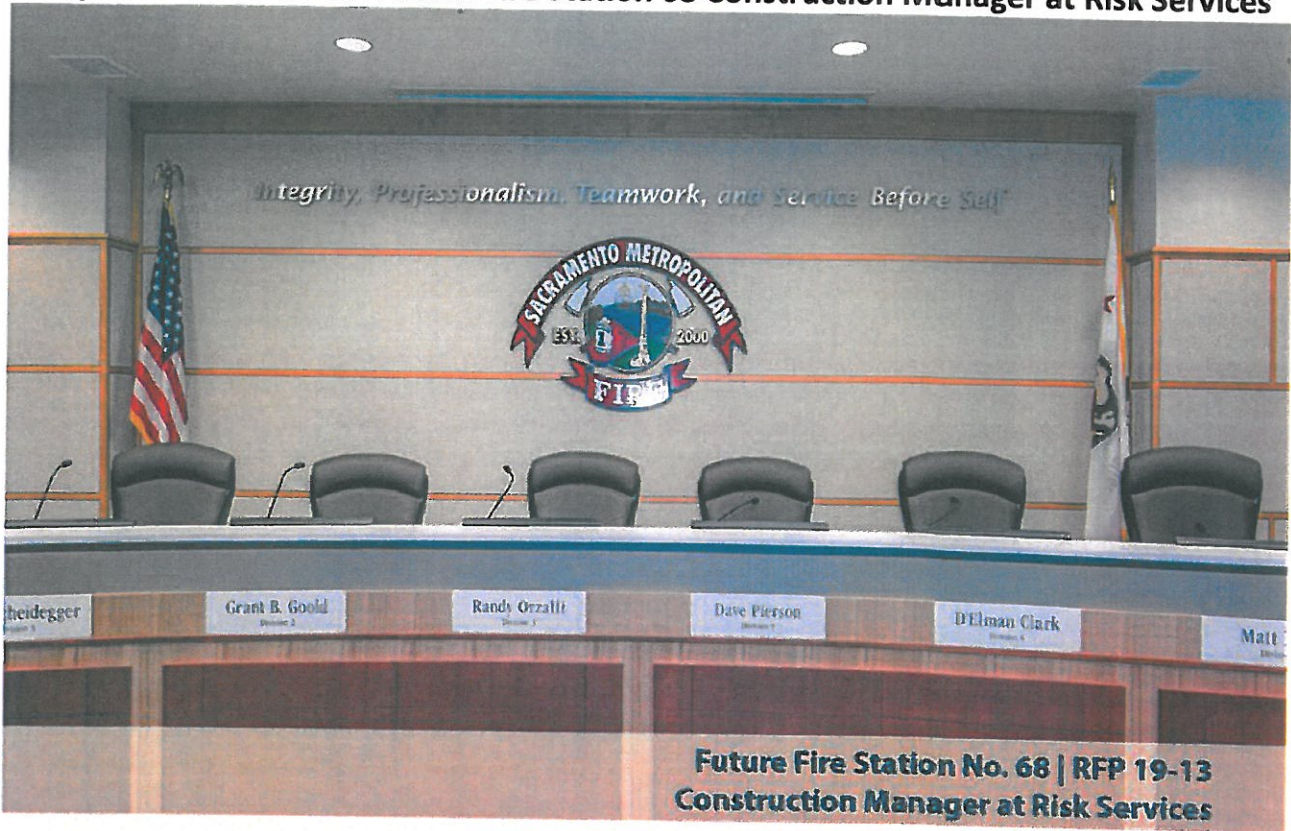
29. Initial Start-Up and Testing: Direct the initial startup and testing of utilities, building, electrical, and mechanical systems and equipment. Coordinate and schedule training sessions on applicable systems and equipment for the District's relevant personnel and ensure that the trade contractor's obligation in providing this training is fulfilled before release of retention.
30. Clean-Up: Oversee continuous clean-up of the Project site including, but not limited to, final clean up, trash and debris disposal, glass cleaning, trash chutes, and street cleaning.
31. Project Close-Out: Prepare a recommendation for final acceptance of the Project after the trade contractors have corrected deficient work and satisfied all contract conditions and punch list items. Once final acceptance by the District has been made, CMAR shall prepare a final cost report and a final payment request.
32. Record Documents: Provide a complete set of Record Documents to the District at the completion of the Project including, but not be limited to, as-built drawings; complete set of product manuals (O&M); attic stock; equipment schedule; proposed schedule of maintenance for new building; environmental, health and safety documents for new building; applicable inspection certificates/permits (boiler, emergency evacuation plans, health inspections, etc.); and warranties.
33. Eleven Month Walk: Schedule a joint inspection of the Project during the eleventh month after Substantial Completion is achieved. During such inspection, CMAR and a representative of the District shall walk the Project to identify any necessary warranty work.
34. Support for Initial Heating & Cooling Season: CMAR and its mechanical trade contractor shall provide support to the District during system start-up and in initial operation for the first heating and cooling season after Substantial Completion is achieved.

#### **C. OTHER SERVICES**

1. Meetings: Consult with and/or attend meetings as necessary throughout all phases of the Project with the District, and normal and customary employees, agencies, and/or representatives of appropriate state and local entities, including utility providers, relative to the design and construction of the Project.
2. Presentations: Assist the District in reporting construction progress to District leadership at regular intervals throughout the Project. CMAR shall prepare occasional presentations to other organizations as requested by the District regarding construction issues of special importance.
3. Incidental Services: Provide such incidental services in connection with the Project which logically and justifiably must be performed in order to complete the Project.

**EXHIBIT B**

**Response to RFP 19-13: Future Fire Station 68 Construction Manager at Risk Services**



Sacramento Metropolitan Fire District  
3012 Gold Canal Drive  
Rancho Cordova, CA 95670



November 15, 2019  
Revised November 20, 2019

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November 15, 2019

Mr. Mark Jones  
Purchasing Manager  
Sacramento Metropolitan Fire District  
3012 Gold Canal Drive  
Rancho Cordova, CA 95670

RE: Request for Proposals (RFP 19-13)  
Construction Manager At Risk Services for Future Fire Station 68

Dear Mr. Jones:

The Sacramento Metropolitan Fire District is making a wise choice in selecting the construction manager at risk delivery method for the future fire station 68 project. Roebbelen Construction Management Services, Inc. (Roebbelen) has appreciated our previous experience working with the District on several projects using this delivery method. We are sure that the desired outcomes for the District will be achieved by using our firm's experience and trusted staff in putting the needs of the project first in all decisions.

Roebbelen confirms that we have reviewed this request for proposals in detail and understand all the elements required in this contract. We look forward to continuing our high level of service to the District. The primary point of the contact for the RFP is:

Robert J. Kjome  
Executive Vice President/Chief Business Development Officer  
Roebbelen Construction Management Services, Inc.  
1241 Hawks Flight Court; El Dorado Hills, CA 95762  
(916) 939-1149 | bobk@roebbelen.com

We have chosen a proven team to work on this project. Joel Gallion will be the Vice President in charge of the project team and he has several fire stations completed during his career. Josh Inman will be the project manager and will be responsible for daily construction management services. Josh will be the single point of contact during the preconstruction and construction phase. Dave Champion will be the Superintendent and will be responsible for trade contractor coordination, quality control and safety. Daniel Tripp will be the project engineer and will assist Josh and Dave with project documentation and expediting.

Please give me a call if you have any question or require further information concerning our proposal.

Sincerely,

ROBERT J. KJOME  
Executive Vice President/Chief Business Development Officer

Roebbelen Management, Inc.  
Roebbelen Contracting, Inc. CA #734124 NV #0056517 WA #ROFBBC1967KQ  
Roebbelen Construction Management Services, Inc. CA #808764  
Disabled Veteran Business Enterprise #1012610

1241 Hawks Flight Court  
El Dorado Hills, CA 95762  
p 916.939.4000  
f 916.939.4028  
www.roebbelen.com

## EXECUTIVE SUMMARY

### Years in Business in Current Capacity

Roebbelen Construction Management Services, Inc. (RCMS) has been operating since 2002. It is the subsidiary of Roebbelen Contracting, Inc. (RCON) that has been doing business in the Sacramento region since 1959.

### Size and Legal Structure of Firm

Roebbelen is an S-Corporation.

### Location of All Offices

#### Headquarters (Mailing Address)

1241 Hawks Flight Court  
El Dorado Hills, CA 95762

#### Sacramento Area

5370 Elvas Avenue  
Sacramento, CA 95819

#### Bay Area

5063 Commercial Circle, Unit A/B  
Concord, CA 94520

#### Southern California

2390 E. Orangewood Avenue, Suite 450  
Anaheim, CA 92806

### Number of Employees

420 full time employees

### Names of Owners and Principal Parties

Kenneth J. Wenham, President/CEO

Robert J. Kjome, Executive Vice President

Robert McLean, Executive Vice President

### Tenure of Executive Leadership

Kenneth J. Wenham 15 Years

Robert J. Kjome 27 Years

Robert McLean 19 Years

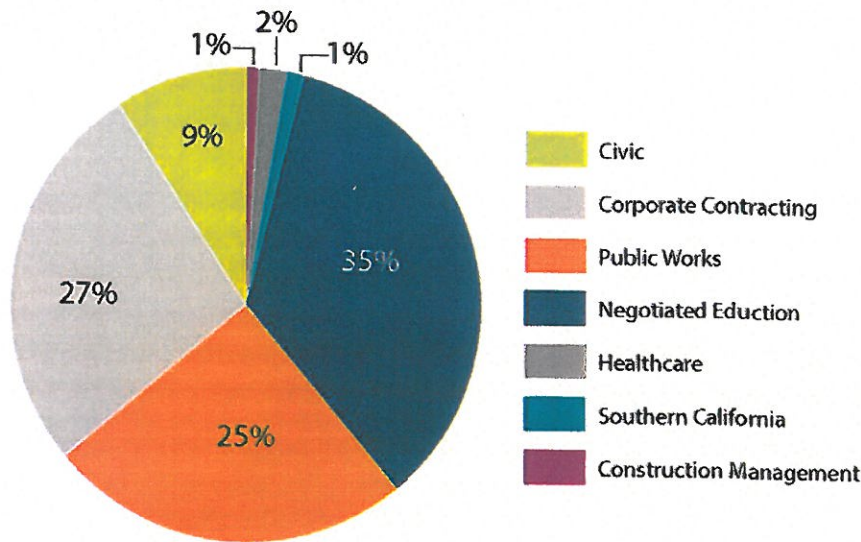
### Primary Business Types and Areas of Specialty/Concentration

Roebbelen believes in diversification of our portfolio for business sustainability. Our primary markets include Public Works, Negotiated Education (K-14), Civic, Corporate Contracting, Healthcare, Construction Management (Agency) and Southern California operations. Each of these markets are led by a Vice President to ensure focus and consistency with all our services. Our Vice President of Public Works, Joel Gallion, will lead this fire station as it is a CM At Risk project and falls under public works requirements.

Roebbelen specializes in collaborative construction delivery methods and over 80% of our backlog is with repeat customers. Our goal is to define your needs and then work together with your project team to provide real-time solutions that maximize value for your project. Our public works market sector also self-performs, site and structural concrete, wood framing, fencing and installation of miscellaneous specialties. This experience helps immensely in the estimating process as we are able to forecast costs to within +/- 5% from our initial estimate to final bids.

### Current Projected Workload of the Firm Over the Next 2 Years

Our projected workload is a little lower for 2020 and 2021. One of our major corporate clients is PG&E and they have reduced their spend rate through a master service agreement with us by \$50 million due to the California wildfires. We have the capacity to work with the District on this project. Our firm is projecting revenues of \$320 mil for 2019 and project a 5-10% increase in 2020 and 2021. We currently have \$163 million in backlog moving into 2020. The following pie chart below shows our distribution of revenues by market sector.



## PAST PERFORMANCE

Failure to enter into a contract once selected.  
N/A

Withdrawal of a proposal as a result of an error.  
N/A

Termination or failure to complete a contract.  
N/A

Suspension or debarment by any municipal,  
county, state, federal or local agency.  
N/A

Involvement in litigation, arbitration or mediation  
with a public client in California within the last five  
(5) years.  
N/A

Conviction of the firm or its principals for violating  
a state or federal anti-trust law by bid-rigging,  
collusion, or restrictive competition between  
bidders, or conviction of violating any other  
federal or state law related to bidding or contract  
performance.  
N/A

Falsification of information or submission of  
deceptive or fraudulent statements in connection  
with a contract.  
N/A

# CMAR PROJECT EXPERIENCE





## SUTTER MIDDLE SCHOOL PHASE 2 FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

715 Riley Street, Folsom, CA 95630

Construction of a new 17,836 square foot multi-use building with new 5,477 square foot lunch shelter, and associated site demolition, grading, paving, new utility connections, and landscape and irrigation. Construction duration was approximately sixteen (16) months.

### Contract Information

Delivery Method: CM Multi-Prime  
Construction Type: New Construction  
Construction Value: \$17,621,327  
Completion Date: September 21, 2019

### Owner

**Folsom Cordova Unified School District**  
1965 Birkmont Drive  
Rancho Cordova, CA 95742-6407

Matt Washburn  
Chief Operations Officer  
(916) 294-9000 x103350  
mwashbur@fcusd.org

### Architect

**Deems Lewis McKinley Architecture**  
3828 Watt Avenue , Suite D-410  
Sacramento, CA 95821


Chris Ramm  
Architect  
(415) 255-1811  
cramm@hed.design

**ATTACHMENT B  
 CMAR PAST PERFORMANCE PROJECT SUMMARY FORM**

Please complete a separate form for each project identified in Tab 5 of your response to RFP 19-13. Each completed form should be included in your bound response in Tab 5.

<b>OWNER INFORMATION</b>	
Owner Name:	Folsom Cordova Unified School District
Address:	1965 Birkmont Drive, Rancho Cordova, CA 95742
Owner's Representative:	Matt Washburn, Chief Operations Officer
Owner's Rep Phone:	(916) 294-9000x103350
Owner's Rep E-Mail:	mwashbur@fcusd.org
<b>CONTRACT INFORMATION</b>	
Contract Type (choose one):	<input type="checkbox"/> GMP <input checked="" type="checkbox"/> NTE <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other
Contract Number:	33-18-003
Initial Contract Value:	\$17,621,327
CMAR Fee (% of Direct Costs):	Confidential
Final Invoiced Contract Value:	Pending (< Initial Contract Value)
<b>PROJECT INFORMATION</b>	
Project Name:	Sutter Middle School Phase 2
Project Location:	715 Riley Street, Folsom, CA 95630
Square Footage of Project:	23,313
Engagement Point of CMAR in Design Process (choose one and fill in est. percentage):	<input checked="" type="checkbox"/> 100% Schematic Design <input type="checkbox"/> % Design Development <input type="checkbox"/> % Construction Documents
Construction Start Date:	May 22, 2019
Construction End Date:	September 27, 2019
Planned Substantial Completion Date:	September 27, 2019
Actual Substantial Completion Date:	September 21, 2019
Change Order Rate (% of Initial Contract Value):	<0%

**FILLED OUT BY PROPOSER**

Signature:  Title: Executive Vice President Date: 11 / 15 / 2019  
 Print Name: Robert J. Kiome Company name: Executive Vice President

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## Project Narrative

Construction of a new 17,836 square foot multi-use building with new 5,477 square foot lunch shelter, and associated site demolition, grading, paving, new utility connections, and landscape and irrigation. Construction duration was approximately sixteen (16) months with a construction value of \$17,621,327.

The preconstruction and construction phases were led by our experienced team of construction professionals. The project team consisted of a full-time Senior Superintendent, Senior Project Manager, and Assistant Project Manager. The project team was supported by our corporate resources. These resources included Safety and Risk Management, Accounting, Preconstruction and Estimating, Information Technology, Human Resources, and Senior/Executive Management. To meet the needs of the project, our team collaborated with the Owner and the Architect daily during the construction phase, and weekly during the preconstruction phase.

Constructing a new facility in the very core of an active middle school campus presented various challenges. These challenges were generally overcome with comprehensive planning sessions hosted by our project team. This planning emphasized construction phasing, scheduling, and site logistics. The school administrators participated in these planning sessions to enable us to clearly understand the operations of the school. With that information we were then able to develop a comprehensive plan to eliminate/minimize construction disruptions to staff, students, and the community at large. This plan was initially communicated to Trade Contractors in the form of a site logistics plan and the construction schedule at time of bidding, but the plan and schedule were adjusted to accommodate the needs of the school campus when a changing need would occasionally arise.

## Project Approach

We hosted design coordination with the Architect and Consultants by conducting Constructability Reviews at predetermined design milestones. These Reviews were hosted by us in a Bluebeam Sessions, which is a collaboration-based software environment that allowed participants to effectively review and respond in real time. These reviews brought clarity and consistency, identified constructability issues, and communicated any opportunities for value savings in

the design/construction documents.

We ensured our Constructability Reviews were incorporated into the design by performing a systematic back-check on each succeeding set of design/construction documents. This back-check surfaced any items requiring the further attention of Architect and Consultants. In the end, this process promoted quality in the design/construction documents and brought value to the Owner.

Cost estimates and value engineering were utilized to meet the project budget. Specifically, our team created cost estimates at predetermined design milestones. These estimates would compare the estimated cost against each preceding set of design/construction documents. Variances were identified on a detailed line-by-line basis, which was necessary to identify and control scope/design creep. With each incremental cost estimate our team prepared value engineering ("Stoplight") worksheets, which was essentially a brainstorm of savings ideas. Each value engineering idea was listed with its estimated cost, and that item was then followed by three (3) color-coded columns. These columns were titled "Accepted" (green), "Declined" (red), and "Undecided" (yellow). The ideas were presented to the Owner and the Architect for consideration in a working session hosted by our team. The decision rendered on each item was then categorized in the respective color-coded column. Accepted value engineering items were then tracked into the subsequent set of design/construction documents.

## Delivery Method

Trade Contractors were solicited by public advertisement in accordance with CA Public Contract Code. Prospective Trade Contractors were also identified and invited to bid the project from our large database of local construction partners. All Trade Contracts were awarded based on competitive bidding. There was no self-performed work on this project due to restrictions from the client.

For the project to be on time and on budget the construction phase was aggressively managed by our project team. Prior to embarking on the construction phase our schedule expectations were made known to the Trade Contractor bidders with our publication of a Preliminary Construction Schedule (PCS).

Acknowledgment of the PCS was a condition of bid for each Trade Contractor. In the construction phase the schedule was macro-managed with the monthly Master Schedule (the PCS refined with input from the Trade Contractors), and micro-managed with the weekly Short-Interval Schedule (SIS). On the budget side, change orders requests from the Trade Contractors were always thoroughly vetted by our project team to ensure the Owner was receiving fair value for any changes from the originally contracted scope of work. Changes were funded from Contingency or Allowance and the Owner ultimately received a net credit at the conclusion of the project, meaning the final contract value was less than the original contract value.

We have extensive experience throughout northern California with the CMAR and CMMP delivery methods. We have successfully completed over 135 projects over the last 15 years with a combined construction at approximately \$2 billion dollars.



## STOCKTON REGIONAL OFFICE PACIFIC GAS & ELECTRIC

3125 Boeing Way, Stockton, CA

This 142,000 square foot renovation included interior upgrades and construction of offices, conference rooms, MDF and IDF rooms, restrooms, locker rooms, fitness center employee enclave, dining room, lighting labs, energy training center and zero net energy home. Exterior features include photovoltaic parking structure, photovoltaic event structure, electric car charging stations, monument signage, 3,000 gallon diesel generator, landscape, sidewalks, irrigation, hardscape, trash enclosure, rain harvesting tank and bike lockers and racks. Received Richard A. Clarke Environmental Leadership Award and PG&E Savings-By-Design Award.

### Contract Information

Delivery Method: CM at Risk  
Construction Type: Renovation  
Construction Value: \$22,025,366  
Completion Date: February 15, 2016

### Owner

**Pacific Gas & Electric**  
245 Market Street  
San Francisco, CA 94105  
Tom Crowley  
Portfolio Manager  
(415) 271-7100  
tfc8@pge.com

### Architect

**Smith Group JJR**  
301 Battery Street, 7th Floor  
San Francisco, CA 94111  
Chris Krahn, AIA  
Associate  
(415) 793-9527  
chris.krahn@smithgroupjjr.com



Sacramento Metropolitan Fire District


RFP 19-13: Future Fire Station 68 Construction  
 Manager at Risk Services  
**SUBMISSION DEADLINE: 11/15/19, 12:00 PM**

**ATTACHMENT B  
 CMAR PAST PERFORMANCE PROJECT SUMMARY FORM**

Please complete a separate form for each project identified in Tab 5 of your response to RFP 19-13. Each completed form should be included in your bound response in Tab 5.

<b>OWNER INFORMATION</b>	
Owner Name:	Pacific Gas & Electric
Address:	245 Market Street, San Francisco, CA 94105
Owner's Representative:	Tom Crowley, Portfolio Manager
Owner's Rep Phone:	(415) 271-7100
Owner's Rep E-Mail:	tfc5@pge.com
<b>CONTRACT INFORMATION</b>	
Contract Type (choose one):	<input checked="" type="checkbox"/> GMP ( ) NTE ( ) Lump Sum ( ) Other
Contract Number:	12-15-302
Initial Contract Value:	\$49,951
CMAR Fee (% of Direct Costs):	4%
Final Invoiced Contract Value:	\$22,025,366
<b>PROJECT INFORMATION</b>	
Project Name:	Stockton Regional Center
Project Location:	3136 Boeing Way, Stockton, CA
Square Footage of Project:	142,000
Engagement Point of CMAR in Design Process (choose one and fill in est. percentage):	( ) 0 % Schematic Design <input checked="" type="checkbox"/> 80 % Design Development <input checked="" type="checkbox"/> 100 % Construction Documents
Construction Start Date:	April 2015
Construction End Date:	February 15, 2016
Planned Substantial Completion Date:	February 15, 2016
Actual Substantial Completion Date:	February 15, 2016
Change Order Rate (% of Initial Contract Value):	99.8%

**FILLED OUT BY PROPOSER**

Signature:  Title: Executive Vice President Date: 11 / 15 / 2019  
 Print Name: Robert J. Krome Company name: Executive Vice President

## Project Narrative

142,000 SF of Tenant Improvements and New Parking Lot. The project was a complete build out of an existing core and shell. Existing facility needed approximately six weeks of remedial work to repair severe floor cracking and water intrusion issues. This project will serve as a regional call center and training facility. This project is supported by redundant power and communication systems. Roebbelen was brought on during schematic design in January of 2015. Roebbelen assisted with design development, budgeting, value engineering and permit procurement to position the project to start no later than May 6th 2015.

## Project Approach

This project has a host of challenges and hurdles to overcome in order to make this project a success. The schedule was 261 calendar days with early turnover space in 180 days. We have a quick turnaround on the final GMP (one week when we really needed three weeks). This was due to the need to start the project and the availability of the final plan check documents. We proceeded with the project working closely with the design team knowing the documents were closer to 80% complete in order to maintain the project completion date. We provided solutions to RFIs (basically finishing the design). Designed details for transformer stand, light shelf, double doors at the 2nd floor, grading details, roof curbs and many more to ensure our clients schedule was not jeopardized.

Roebbelen was able to offer over \$2.1 million in value engineering options without detriment to the function

of the facility. We preselected the generator and heat pumps in order to meet the schedule and worked around an existing radio station tenant until they could be relocated. Our creative phasing plan allowed necessary groups within the existing facility to be moved prior to their leases expiring.

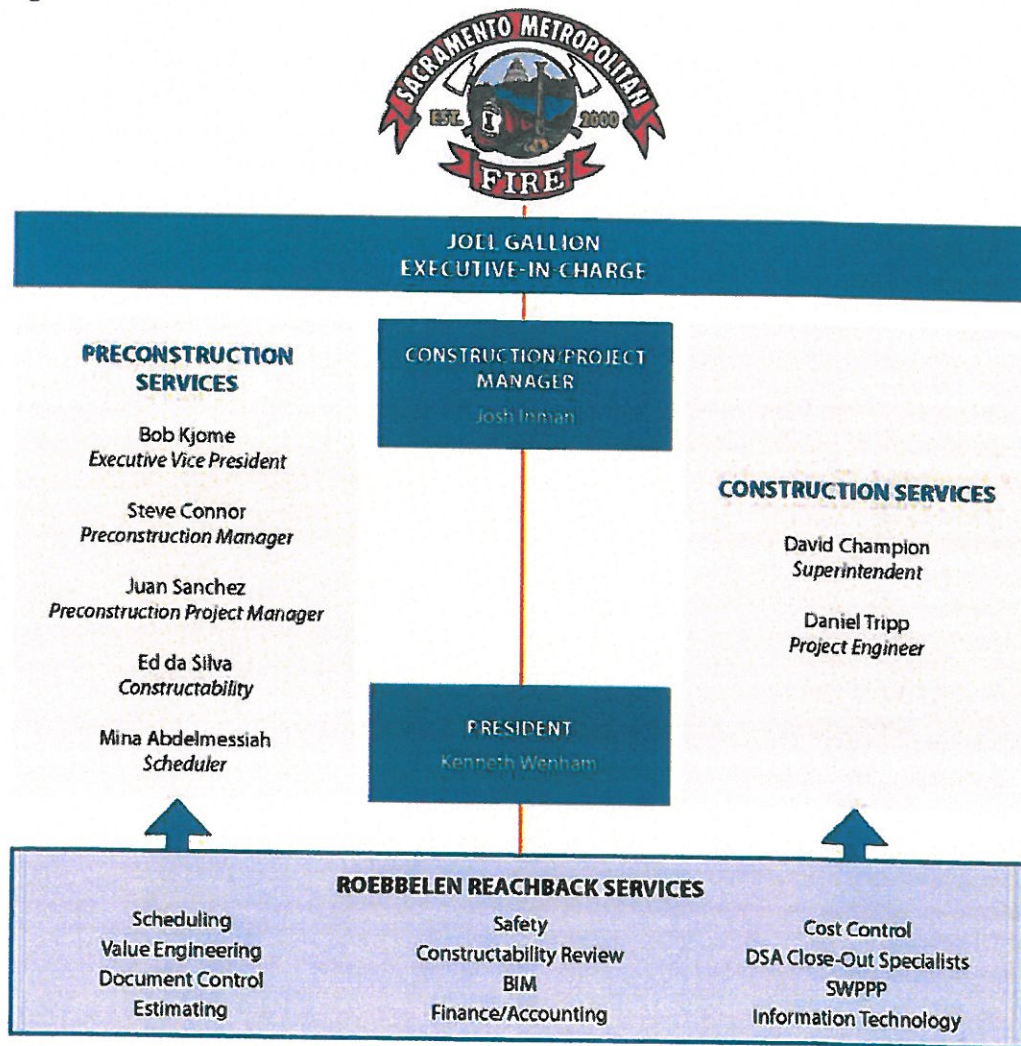
By streamlining the Owner's workstream meetings we allowed necessary players to keep the project low moving. This allowed us to continue to keep workstreams advised of deliverables and decision dates.

## Delivery Method

This CM At Risk project was completed under a guaranteed maximum price (GMP). The work was done without public contract code requirements. Roebbelen prepared bid documents and trade packages. We received sealed bids in our office and evaluated the bids to see who was offering the best value. We reviewed our recommendations with PG&E open book and the final GMP was established after these selections.

# PROJECT ORGANIZATION, PERSONNEL EXPERIENCE AND QUALIFICATIONS

Organizational Chart





## Project Organization

### Staff Functionality and Personnel Changes

See Section 7 for our staffing plan during each phase of the project. Our team works as a unit and adjusts as needed to meet the needs of the project.

#### Project Manager

Overall responsibility for the project outcome. Interfaces with the design team and District on all contractual issues. Reports weekly on budget, schedule, submittals and requests for information. Works with team to keep information flowing and remove obstacles in order to keep the field workers productive. Provides all necessary controls, billing reviews, schedule updates and documentation to the District.

#### Superintendent

The superintendent is responsible for completion of the work in the field according to the contract documents. He will interface with all trade contractors and coordinate their work. The goal is to create momentum and teamwork amongst the trades so that work is complete, and the space is ready for the next trade to be productive. A major task for the superintendent is quality control. This is accomplished by reviewing all submittals and conducting pre-installation meetings with the trade contractor to verify that all work will be done per the contract documents. Work in the field is monitored daily and corrections are noted in writing and monitored to be corrected prior to completion. Safety is accomplished with daily huddles each morning and orientation for all workers on the first day at the project site. Safety is everyone's job and all workers are empowered to bring up concerns to the superintendent for correction.

#### Project Engineer

The project engineer does all the paperwork required for the contract. This essential document control function is accomplished using our project management software Procore. This cloud based system allows for information to be shared by all team members via a cloud based password provided by Roebbelen.

### Best Team

We have experience working with Sacramento Metro Fire District on several projects. We believe we hit the ground running and will manage the project through

the eyes of a "builder" even though we will be acting as a construction manager.

## Personnel Experience

### Joel Gallion

#### Project Executive/Vice President

Joel comes to your project with over 23 years of industry experience. He has an extensive back ground in not only project management but preconstruction and estimating as well. Prior to joining Roebbelen he was the Project Manager for West Sacramento Fire Station No. 45 and the Estimator for El Dorado Hills Fire Station No. 87. Since joining Roebbelen in 2010 as an Estimator, he quickly rose through the ranks and is currently our Vice President over Public Works projects.

Joel is well versed in multiple delivery methods. He is overseeing the Placer County Fairgrounds project which is utilizing the Design-Build delivery method. This project is multi-phase and will have a total construction value of almost \$40 million. He also just finished the \$75 Million SMUD Headquarters Historic Building Renovation in Sacramento which was a full Preconstruction/Design-Assist delivery method that helped SMUD to save over \$20 million during the value engineering phase.

### Bob Kjome

#### Executive Vice President

Bob joined the Roebbelen team in 1992 and has been a successful member of the estimating team for over 25 years. In 1999, he was appointed Vice President overseeing and securing continuity between the Preconstruction and Estimating Departments. In 2010, Bob was appointed to Executive Vice President overseeing the entire contracting operations for the company.

Bob is experienced in taking a project from concept to completion using various construction management delivery methods. He has directed his team through Agency CM, CM at Risk and Multi-Prime CM projects. He is also versed in Design-Build, Design-Assist and Lease-leaseback delivery methods. Bob is adept at having the operations team integrated into preconstruction activities to set up the project for success.

### Steve Connor

#### Preconstruction Estimating Manager

Steve has over almost 30 years of estimating and

project management experience. He started with Roebbelen in 2000 and has provided estimated and/or provided preconstruction services on hundreds of projects. He has been successfully bringing in projects on budget during the preconstruction phase. His average is 0.7% between estimate and actual construction cost.

### **Juan Sanchez**

#### **Preconstruction Project Manager**

Juan will be working along side Steve Connor to ensure your project receives the best preconstruction attention possible. He has over 17 years of industry experience and has worked on hundreds of estimates and/or preconstruction project since starting at Roebbelen in 2005. He has been involved in the preconstruction process for projects ranging small \$1 million renovations to \$130 million ground-up high schools.

### **Josh Inman**

#### **Project Manager**

Josh has over 5 years of industry experience. He is currently overseeing the Placer County Fairgrounds project. This project is a 3-phased, \$40 million design-build project. He has been working closely with the County of Placer and Placer County Tourism to create fluid lines of communication and consensus to complete this successful project. Prior to the Placer County Fairgrounds project, he was the Project Manager for a \$6 million HVAC replacement at Sutter Middle School for Sacramento City Unified School District. This GMP project consisted of replacing 43 classroom HVAC systems in 2 months.

### **Dave Champion**

#### **Superintendent**

Dave Champion is one our most seasoned superintendents. He has been with Roebbelen since 1995 and has over 33 years of experience. He is knowledgeable in directing and managing crews in the performance of daily work and he works closely with the project manager to ensure daily job site safety as well as report project process.

Dave's relevant experience includes the Props Project for Sacramento Metropolitan Fire Protection District.

This was a \$2.7 Million, CM at Risk project consisting of props to train emergency situations such as confined space areas, collapsed building and several other mock-ups. He was also the superintendent for the CEMA - Exercise Simulation Center for Sacramento Metropolitan Fire Protection District. This \$2.5 Million project was also built utilizing the CM at Risk delivery method and included a 20,000 SF tenant improvement consisting of training rooms for emergency response sublimations.

### **Daniel Tripp**

#### **Project Engineer**

Daniel started as an intern for Roebbelen in 2014. As an intern he proved to be an invaluable member to the Roebbelen team. In 2019, he was promoted to a Project Engineer. In his time here at Roebbelen, he as worked as a Project Engineer on projects utlizing CM at Risk, Design-Build and Lease-leaseback delivery methods. Daniel started his career assisting David Champion with the Sacramento Metropolitan Fire District's \$2.7 Million, CM at Risk project consisting of props to train emergency situations such as confined space areas, collapsed building and several other mock-ups.

### **In-House Capabilities**

Roebbelen performs all preconstruction and construction support activities in-house. This includes the use of Building Information Modeling if requested. Our general contracting side of the house self-performs architectural and structural concrete, rough framing and finish carpentry, fencing and the installation of miscellaneous specialties. We do not think that the public contract code allows for a related firm to work under our CM company due to conflict of interest laws. We would appreciate a conversation with your counsel on this matter as we would love to build a portion of the structure as well.

### **Subcontractors/Consultants**

Roebbelen does not anticipate providing any subcontractors or consultants other than testing and inspection firms which we would like to competitively bid per the District procurement standards. There is not enough information now to prepare a competitive request for proposal for them to submit.

## STAFFING LEVELS

Staffing levels are presented on the following page.



## PROJECT APPROACH

Roebbelen brings decades of experience in performing CMAR project delivery. That combined with our Fire Services work, allows us to anticipate challenges as well as opportunities for the Sacramento Metropolitan Fire District. We know that the largest threat to your budget is delay and we will take a proactive approach to all potential causes for delay. We are there to move your project forward and will work toward a successful completion in a collaborative and efficient manner.

### Preconstruction

Roebbelen is committed to collaborative construction approach. Using your scope, Roebbelen will immediately work with Metro Fire and the design team to finalize the scope and provide a conceptual estimate to confirm that we are working within the appropriate budget as design moves forward. Our constructability review and value engineering practices will provide for a buildable project where you are maximizing your dollars. We appreciate being a part of the team early on when it is easy to incorporate changes and limit change orders through planning.

Roebbelen is a full-service construction and construction management company and has a dedicated pre-construction services team to provide you with the best scheduling, constructability review and estimating services. Each procedure and work instruction will be documented for complete administration of the requirements in the contract documents. Our approach to specific project elements is as follows:

### Pre-Construction Kickoff Meeting

Our preconstruction phase will start with a pre-construction kickoff meeting to discuss expectations for, and completion of the preconstruction deliverables.

At this meeting we will discuss any foreseeable project challenges, and outline project logistics. Key project milestones will be defined to allow the team to begin setting benchmarks and craft a preliminary schedule. The key to staying on schedule, is each team member completing their portion of the work on time. There will be defined dates for SD, DD, CD and permit sets of drawings as well as review periods for Roebbelen to complete constructability reviews, value engineering and cost estimates at each of the design phases. In all our work we are collaborative and work together to troubleshoot and solve problems.

### Cost Estimating and Schedule Development

Using real time pricing, gathered by actively estimating projects in this area every week, we are prepared to complete your cost estimates with accuracy. We will complete a conceptual estimate based on the scope and information provided immediately following kick off. At each design phase (SD, DD, CD), we will perform a cost estimate to make certain that the design is within budget. We will evaluate the drawings first, to verify that they are complete to the level of design specified before starting to estimate. Once we complete an estimate, we will explain costs to Metro Fire and the design team. If we need to reconcile our estimate with the design team estimate, we will meet together and go through each item. We will work to determine how each estimator arrived at their number and verify cost data to get the best estimate for Metro Fire.

Our team has developed a preliminary schedule (included in Tab 9) for the project. Once the project starts, we will work with Metro Fire and the Architect to finalize this schedule. The schedule will be refined



but are implemented continually throughout the project to achieve superior results in terms of accuracy, completeness, affordability, and overall value to Sacramento Metropolitan Fire District.

The foundation of our quality control system is staffing your project with knowledgeable staff who understand civic architecture and construction. Informed decisions made early in the delivery process prevent changes later in the process that might compromise quality, owner operations, or building efficiency.

Our team approach to scheduling goes beyond milestones and deliverables. We focus on development of a comprehensive Work Plan from design to construction that identifies the decisions and information that is necessary for the Team to achieve the project goal and objectives. This work plan is collaboratively created by all major project stakeholders including designers, builders, consultants, and owner's representatives at the beginning of each phase of work. The work plans are then integrated into a project master schedule that identifies major required milestones, meetings, and submittals. The detailed tasks identified in the Work Plan are distributed to the appropriate team members via our online project management system to allow for daily monitoring of progress. The development of detailed, collaborative work plans provides the framework for managing the team as well as addressing effective recovery plans based on the linkages and commitments that have been made by the team.

### **Bid Package Development**

Once a bidding strategy has been developed for the project, our team will take the lead in bidding the project to comply with all public contract code requirements. We typically develop Divisions 0 and 1 of the specifications, author all trade contractor scopes of work, contribute to both the drawings and specification development to ensure clarity and accuracy for the bidders, host all pre-bid conferences, and make bid evaluations and recommendations for award by the Board.

### **Selection of the Project Inspector/Special Inspection Team**

Roebbelen will develop a RFP for the selection of a project inspector and a special inspections firm and

coordinate the selection process. Roebbelen will make recommendations to Metro Fire based on our review of the responses.

### **Construction Phase**

#### **Construction Kick-off Meeting**

Roebbelen will arrange a kick-off meeting with Metro Fire, the Architect and Inspector for the project. The intent of this meeting is to review and align project expectations from all perspectives. Topics of discussion include roles and responsibilities, construction schedule, phasing and logistics, inspection protocol, special inspections, geotechnical inspections, management of design clarification or revisions (RFI's, ASI's, CCD's), change management, safety, pay applications, site security, working hours, special coordination, and other relevant topics.

If needed, Roebbelen will also use this as an opportunity to provide a brief training on the use of Procore, our project management software. This software will be used to house all project documents and to manage the RFIs, submittals, change orders, and budget. This software will help us to track progress on the project. Progress is reliant upon the answering of RFIs the review and approval of submittals and potential changes.

Weekly meetings will be held between Roebbelen, the Inspector, Metro Fire and the design team. Together we will go over project issues, RFIs, ASIs, submittals and schedule. We will discuss any project issues and potential changes and work to resolve items to keep the project in track.

Recurring topics are anticipated to be the subject of our team's weekly progress meetings.

#### **Managing Trade Contractors**

Trade contractors will be managed in accordance with the contract documents. The documents clearly spell out the roles and responsibilities for each trade contractor. Weekly meetings will keep the team on track. This allows for quick correction when there is an issue and we believe in solving these problems as a team.

### Schedule Management

Roebbelen brings expert, in-house schedulers to this project. We provide detailed schedules with all activities built in and cost loaded. For Roebbelen, the schedule is the project plan and we develop the schedule with that in mind. We will not promise you a date that we cannot deliver and through use of the schedule we can outline our sequencing for the project. A clear and logical path to the end of the project that the design team and Metro Fire can easily understand is our goal. We will work through the schedule with you and provide answers to any questions the team may have. Roebbelen ensures that the baseline schedule is cost and man-power loaded and shows a clear and detailed critical path. Throughout the project we will provide 3-week look ahead schedules as well as monthly schedule updates.

### Quality Control Plan

#### Submittals and Shop Drawings Process

Submittals are all administered through our project management software. Our team will create a log of all required submittals and send it to the trade contractors. We will monitor the submission to make sure there are no delays due to lack of submittals. Once they are received, we will review to make sure they comply with the contract documents prior to forwarding to the design consultants for approval.

#### QAQC Construction Observation/ Quality

The facilities included within this project are an incredible asset for Metro Fire. These facilities will support the training and development of fire personnel for a long time if they are built with quality in mind. As your Construction Manager we will be on site every day to watch over your project and provide the oversight that is necessary to deliver this project per the contract. We will work closely with our sub contractors to provide Metro Fire with the facilities as designed. All issues and questions will be documented and raised immediately. To ensure quality and coordination among the trades, a preconstruction meeting will be held before each major construction or complex activity. Earth work would be a prime example as it involves safety, grading and drainage, BMPs, traffic control, and inspection and testing. While we are there to protect the interests of Metro Fire, we are also there to help provide solutions to tough problems and be a

resource to all parties on the project. While we do not anticipate problems related to quality, we view this as an important part of the work that we will complete.

If necessary, Roebbelen will bring on an Inspector for QAQC purposes.

#### Contract Changes (Discrepancies), PCOs

When RFIs are brought to our attention we determine whether or not it is something we can easily resolve. Roebbelen will not simply pass every RFI from our sub contractors to the design team, without trying to resolve them first. If there is a true need for information an RFI will be submitted, logged and routed for a response using Procore.

Roebbelen will take the lead and be responsible for administrating all discrepancies, also known as Potential Change Orders (PCOs) and change orders for the project. All requests for PCOs, and change orders will be logged into the document tracking system to be managed and tracked through completion. These reports will be thoroughly reviewed prior to issuance for compliance with the contract documents, and verification that the intent of the change meets the needs of Metro Fire. Roebbelen will complete negotiation for all PCOs to insure Metro Fire receives accurate pricing and that there is compliance with the General Conditions. We will work through changes in an effort to avoid disputes and claims.

#### Linking Preconstruction Services with Construction Services

Our project manager will be involved from the very beginning and will have responsibility to ensure that the preconstruction teams are well coordinated with operational needs. There is no hand-off at Roebbelen because the PM is leading the entire time.

#### Mitigating Challenges

Our thorough constructability review and estimating is the best tool to mitigate challenges. Nevertheless, issues will arise during construction. Challenges are easily mitigated by communication and timely response. The early a problem is identified and vetted, the more manageable, and less expensive it is to solve. Key to this method is working to develop a trust amongst the team. If everyone places the project first and commits to working together in a timely, and professional manner the challenges will be easier



to resolve together. This is the type of construction environment that we strive to create and maintain. Roebbelen is committed to immediately bringing challenges to the forefront for a swift resolution. As a full service construction company that is local, we have everything we need to meet and resolve any construction challenge.

#### Close Out Procedures

At Roebbelen close-out starts at the beginning of the project. There is no reason that a majority of the operation and maintenance manual data cannot be submitted with the original submittals and adjusted if the equipment changes. Roebbelen will also ensure that all training is completed and documented prior to the inspection for substantial completion. Commissioning will be scheduled as appropriate for all equipment start-up testing and calibration as required by the contract. We will provide all of the close-out and acceptance items listed in the specifications (including the completion of all punch list work) prior to the final payment.



For part of the Props/Disaster simulation project for the Sac Metro Fire Department, RCMS was tasked with the challenge of moving a Boeing 727 five miles down busy streets to the project site where it will be used as a training tool for their disaster training programs for SWAT, Search and Rescue, police, fire and other government agencies..

## PROJECT SCHEDULE AND PLAN

Attached in this section is our preliminary planning schedule. We focused mainly on the preconstruction activities and how we would assist to set this project up for success. Our goal would be to have a kick-off meeting with MFDB after award and prepare the construction management plan which includes scope of work (program), budget (cost estimate), critical milestones (schedule), milestone deliverables (the what), and responsibility matrix (accountability). This is indicated in the schematic design assessment activity. The main focus of preconstruction is to produce a set of contract documents that are clear, concise and coordinated. This will result in competitive bids for the trade packages and these packages will include the total scope of work with the plan of attack.

Construction activities are left summary level at this point pending review of schematic design. Based on our experience, we know that the substantial completion date will be achieved within 11 months and final completion in 1 year from the notice to proceed. Starting in summer really helps get the project out of the ground and our goal would be to have the site paving completed by winter to allow for access through the wet months.

The biggest concern we have about the schedule is ensuring that the design is completed timely and submitted to the county as planned. The construction management plan has accountability measures mentioned above that ensures the plan stays on schedule. Authorities having jurisdiction are another concern and we must hit these head on early. We need to get our utility connection applications submitted and paid for immediately. We especially need to engage SMUD to get the engineering started for the new electrical service and transformer. Working through the county plan check process and fire department approvals should be relatively smooth if we have pre-meetings and go over the plans before they see them submitted for permitting.



# FEE PROPOSAL

## Basis and Methodology

### Lump Sum Preconstruction Services Fee

Our lump sum preconstruction services fee is based on a preconstruction duration of December 2019 through May of 2020. This period allows for design development and construction documents to be complete at the end of April with Permitting and Bid period occurring May and June of 2020. Please see the staffing plan in Tab 7 for a detailed breakdown of the hours required to accomplish this task.

It is important to note that we have not estimated the total costs of this project so the %'s quoted are based on a conceptual estimate prepared by Roebbelen for the purpose of calculating a fee percentage. We are willing to negotiate different methods in order to produce a fair fee for both of us. For the purpose of this submittal, we estimate the construction costs to be \$9 million and all fee percentage's are based on this value.

### General Conditions Costs as a Percentage of Direct Construction Costs

This amount is our proposed percentage fee that would be calculated off of the total of the direct costs of the project.

This percentage assumes that we will provide a trailer and hookups for the project as well as staffing to manage the construction period. Staffing is detailed in Tab 7 and generally includes 50% utilization for our PM and PE and 100% for our Superintendent. Support staff is also included at nominal hours in the staffing plan in Tab 7. We have included an allowance of \$85,000 for special inspections. We would like to bid this work out through an RFP and finalize these costs and true up actual General Conditions's prior to trade

package bidding. We would like to negotiate the level of inspection required for this project. We can provide a full time Inspector of Record or have the County building official inspect and sign off on the inspection card. We have currently assumed you want a full time IOR and have included an allowance of \$221,760 for this item. We can negotiate the scope of inspection and reduce costs accordingly if our superintendent performs most of the pre-county inspections and we do not have a full time Inspector of Record on-site.

### Proposed Contingency Cost as a Percentage of Direct Construction Costs

This percentage is quoted as a reasonable amount for unanticipated costs such as site conditions and items not reasonably foreseeable to the trade contactors but required for a complete project. Additional District initiated scope would be treated as an adjustment to our GMP.

### Builders Risk and Liability Coverage Cost as a Percentage of Direct Construction Costs

This insurance quote is based on a wood framed building for the Builder's Risk portion and liability insurance required per the contract. We will be able to obtain a firm quote for builder's risk from our broker when the drawings are complete and there may be savings from the 0.66% number we have estimated.

### Letter from Surety

Bonding letter is attached and bond premiums will be treated as a reimbursable cost based on the final GMP amount.

Sacramento Metropolitan Fire District

RFP 19-13: Future Fire Station 68 Construction  
Manager at Risk Services  
**SUBMISSION DEADLINE: 11/15/19, 12:00 PM**

**ATTACHMENT C  
FEE PROPOSAL FORM**


Please complete the table below with your proposed fees. The completed form should be included in your bound response in Tab 10.

FEES	Fee Percentage (% of Direct Construction Cost)	Lump Sum Fee
Pre-construction Services		106,183
Construction Management Fee (including overhead and profit)	4%	
General Conditions - Lump Sum	\$654,606	
Proposed Contingency	4%	
Builders Risk and Liability	1.54%	

Items not included in above fees:

1. Not-to-Exceed Allowance for full-time IOR - \$221,760
2. Allowance for Testing and Special Inspections - \$85,000 (TBD upon completion of Contract Documents and schedule.)

**FILLED OUT BY PROPOSER**

Signature:  Title: Executive Vice President Date: 11/15/2019  
 Print Name: Robert J. Kjome Company name: Roebbelen Construction Management Services, Inc.

## **CNA SURETY**

**San Francisco Branch**  
555 Mission Street Suite 200 San Francisco CA 94105

November 14, 2019

Sacramento Metropolitan Fire District  
Attn: Mark Jones, Purchasing  
3012 Gold Canal Dr.  
Rancho Cordova, CA 95670

Re: Roebbelen Contracting, Inc.  
Surety Letter  
Request for Proposals (RFP 19-13)  
Future Fire Station 68 Construction Manager at Risk Services

Dear Mark Jones:

Roebbelen Contracting, Inc. is a highly regarded and valued client of Western Surety Company, a member of the CNA Insurance Companies. Western Surety Company carries an A.M. Best rating of A XIV, is listed in the U.S. Department of the Treasury's Listing of Approved Sureties, and is an admitted surety insurer in the State of California. Roebbelen Contracting, Inc.'s surety agent is Woodruff-Sawyer & Co., 50 California St., 12<sup>th</sup> Fl., San Francisco, CA 94111, (415) 391-2141.

We continue to be confident in Roebbelen Contracting, Inc.'s ability to perform and we recommend them for your favorable consideration. Roebbelen Contracting, Inc. has a single bonding limit of \$75 million and a potential aggregate work program of \$300 million.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but it is offered as an indication of our past experience and confidence in this firm. Any specific request for bonds is a matter between Roebbelen Contracting, Inc. and ourselves and we assume no liability to third parties if for any reason we do not execute said bond(s).

Should you require any further assurances or have any questions, please do not hesitate to contact us.

Sincerely,

Western Surety Company

By:   
Nerissa S. Bartolome, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of San Francisco )

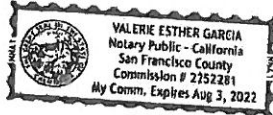
On 11/14/2019 before me, Valerie Esther Garcia, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Nerissa S. Bartolome  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Nerissa S. Bartolome  
 Corporate Officer - Title(s): \_\_\_\_\_  
 Partner -  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer - Title(s): \_\_\_\_\_  
 Partner -  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles R Shoemaker, Nancy L Hamilton, Roger C Dickinson, Stanley D Loar, Mark M Munekawa, Joan DeLuca, Kelly Holtemann, Nerissa S Bartolome, Alicia Dass, Patrick R Diebel, Yvonne Roncagliolo, Thomas E Hughes, Valerie Garcia, Sara Ridge, Individually**

of Novato and San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of May, 2019.



WESTERN SURETY COMPANY

*Paul T. Bruffat*

Paul T. Bruffat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 2nd day of May, 2019, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of November, 2019.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



**Authorizing By-Law**

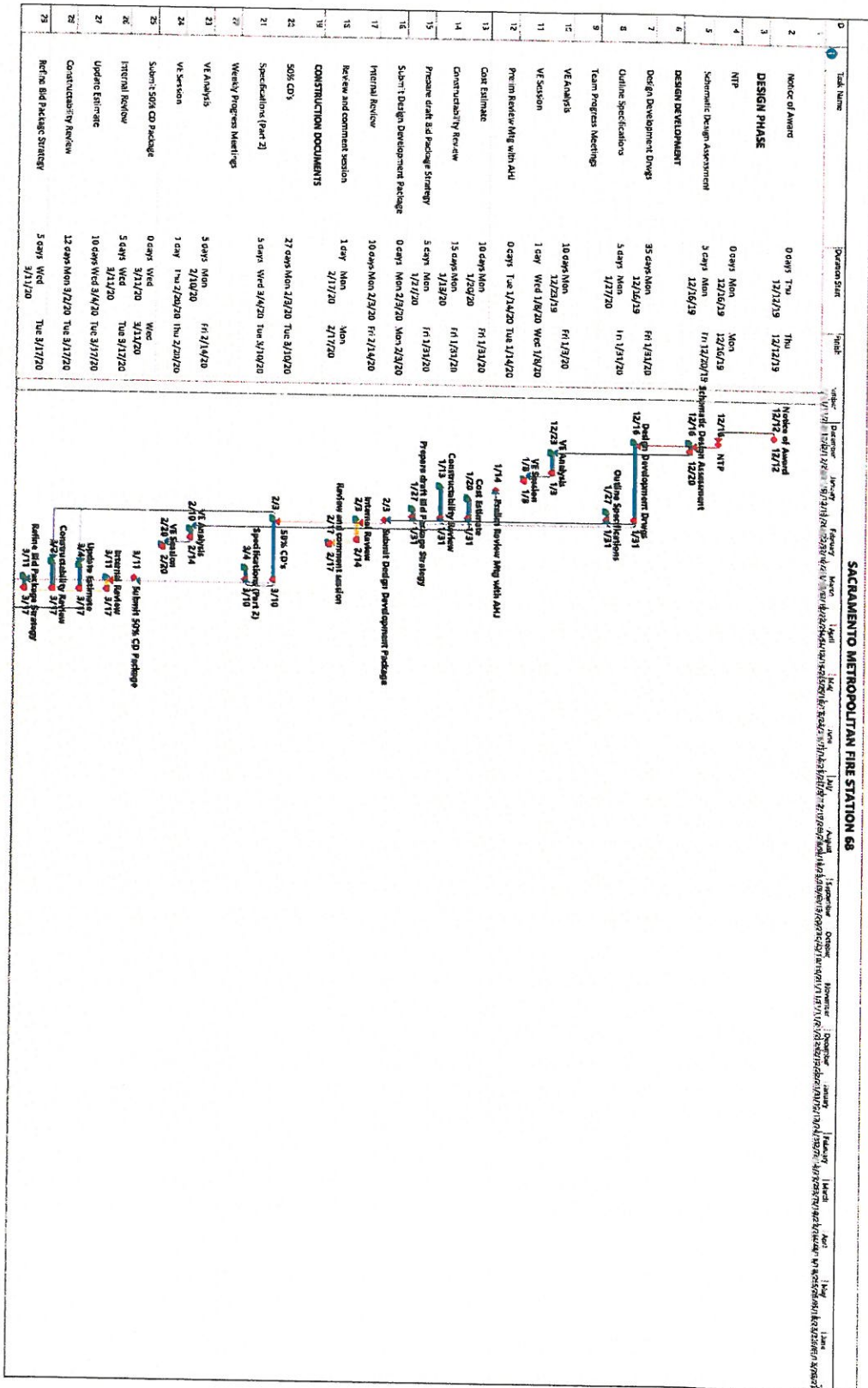
**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

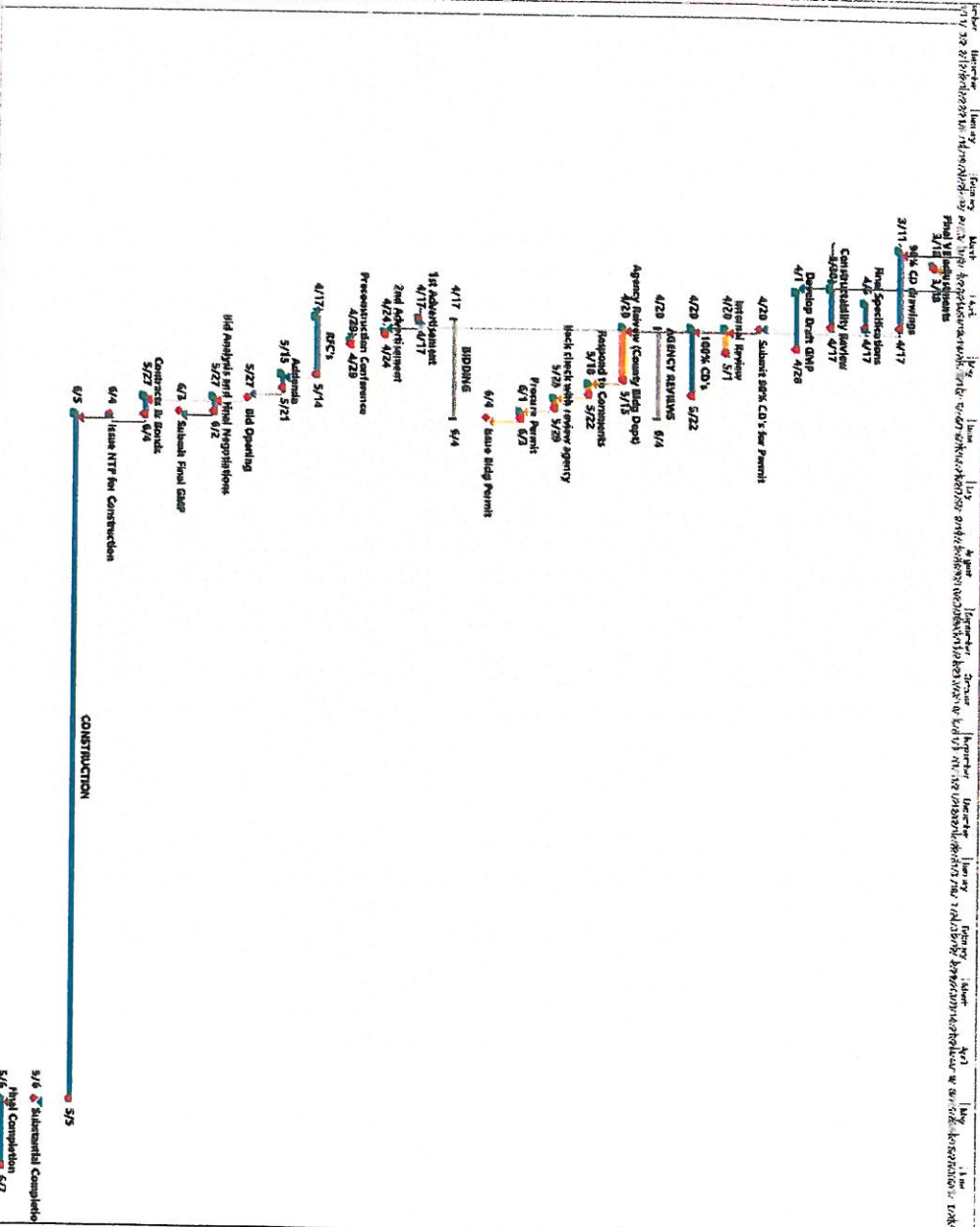
# EXHIBIT C Project Schedule

## A. MILESTONES AND DELIVERY SCHEDULE



SACRAMENTO METROPOLITAN FIRE STATION 68

ID	Task Name	Start Date	End Date	Duration	Notes
3	Final V&A Approval	1 day	Wed 5/18/20	Wed 5/18/20	
4	80% CD Review	28 days	Wed 5/18/20	Fri 4/17/20	
5	Final Specifications	10 days	Mon 4/6/20	Fri 4/17/20	
6	Constructability Review	15 days	Mon 4/6/20	Fri 4/17/20	
7	Develop Draft GMP	20 days	Wed 4/29/20	Wed 5/27/20	
8	Submit 80% CD for Permit	0 days	Mon 5/4/20	Mon 5/4/20	
9	Final Review	10 days	Mon 5/4/20	Fri 5/1/20	
10	100% CD	27 days	Mon 5/4/20	Fri 5/22/20	
11	AGENCY REVIEWS	33 days	Mon 5/4/20	Thu 6/4/20	
12	Agency Review (County Bid Dept)	20 days	Mon 5/4/20	Thu 6/4/20	
13	Response to Comments	7 days	Mon 5/4/20	Fri 5/29/20	
14	Back direct with review agency	7 days	Mon 5/4/20	Fri 5/29/20	
15	Pressure Permit	3 days	Mon 5/4/20	Wed 5/27/20	
16	Issue Bid Permit	0 days	Thu 6/4/20	Thu 6/4/20	
17	BIDDING	35 days	Fri 4/17/20	Thu 6/4/20	
18	1st advertisement	1 day	Fri 4/17/20	Fri 4/17/20	
19	2nd advertisement	1 day	Thu 4/24/20	Fri 4/24/20	
20	Advertisement Conference	1 day	Wed 4/29/20	Wed 4/29/20	
21	RFCs	20 days	Fri 4/17/20	Thu 5/14/20	
22	Address	3 days	Fri 5/15/20	Thu 5/21/20	
23	RFP Opening	0 days	Wed 5/27/20	Wed 5/27/20	
24	RFP Awar's and Final Negotiations	5 days	Wed 5/27/20	Thu 6/2/20	
25	Submit Final GMP	0 days	Wed 6/2/20	Wed 6/2/20	
26	Contracts & Bonds	7 days	Wed 6/2/20	Thu 6/4/20	
27	Issue NTP for Construction	0 days	Thu 6/4/20	Thu 6/4/20	
28	CONSTRUCTION	230 days	Fri 6/2/20	Wed 6/2/21	
29	Substantial Completion	0 days	Thu 5/6/21	Thu 5/6/21	
30	Final Completion	23 days	Thu 5/6/21	Mon 6/7/21	



## EXHIBIT D Payment Terms

### 1. **PAYMENT**

The fees for services performed under this Agreement are outlined below:

FEES	Fee Percentage (% of Direct Construction Cost)	Lump Sum Fee
Pre-construction Services	n/a	\$106,183
Construction Management Fee (including overhead and profit)	4%	n/a
General Conditions	n/a	\$654,606
Testing and Inspection Allowance	n/a	\$85,000
FT Inspector of Record Allowance (NTE)	n/a	\$221,760
Proposed Contingency	4%	n/a
Builders Risk and Liability	1.54%	n/a

After the Guaranteed Maximum Price (GMP) has been established by CMAR and accepted by the DISTRICT, and if the DISTRICT elects to move forward with the construction of the Project, the DISTRICT will prepare a Notice to Proceed (Exhibit E) to be executed by the Parties.

The Notice to Proceed shall outline the GMP, which shall be the not-to-exceed maximum price that the DISTRICT and CMAR agree upon as payment (Contract Sum) for managing, providing, constructing, and installing the work. The GMP shall include the costs in the table above, in dollars, based on the rates outlined above.

### 2. **PAYMENT TERMS**

Payment will be made according to the following terms:

1. **Pre-construction Invoicing**. Payment shall be made on a percentage completed basis. Invoices for payment will be provided to the DISTRICT on not less than a monthly basis, and shall specify the percentage of completion as to each milestone that is subject to the invoice.
2. **Construction Invoices**. CMAR shall invoice 80% of the basic services fee in equal monthly increments during the construction phase.
3. **Project Retention**. CMAR shall invoice 10% of the basic services fee 35 days after the DISTRICT files the last Notice of Completion for the project.
4. **General Conditions**. CMAR shall invoice general conditions costs monthly during the duration of the construction work. All general condition costs must be supported by an invoice, receipt, an employee time sheet, or other acceptable documentation.

**EXHIBIT E**  
**Notice to Proceed**

This Notice to Proceed is issued pursuant to the Professional Services Agreement (Agreement) between the DISTRICT and CMAR dated **DATE** and is considered an integral part of said Agreement, subject to all provisions and conditions thereof. This Notice to Proceed will be effective upon final execution by all parties.

**WHEREAS**, the Parties entered into an Agreement on **DATE** for Construction Management at Risk Services for the construction of Future Fire Station 68 (Project); and

**WHEREAS**, the competitive bidding phase of the Project has been completed; and

**WHEREAS**, CMAR certifies that the attached Guaranteed Maximum Price includes all the costs for the applicable bid packages, which, taken in conjunction with the services provided by CMAR under the Agreement represent the total cost for the construction and management of the Project.

Now, **THEREFORE**, pursuant to the Agreement dated **DATE**, the DISTRICT does hereby:

1. Approve the attached Exhibit E, Guaranteed Maximum Price (GMP), which represents the not-to-exceed cost of the Project (Contract Sum); and
2. Authorize CMAR to execute the necessary trade contracts for the completion of the Project; and
3. Authorize CMAR to proceed with the Project as described in Exhibit A of the Agreement and in accordance with the Contract Documents.

By signing this Notice to Proceed, the Parties warrant and represent that they have executed this notice in their authorized capacity.

**DISTRICT:**

By: \_\_\_\_\_  
Todd Harms, Fire Chief

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

**CMAR:**

By: \_\_\_\_\_  
Robert Kjome, Executive Vice President

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

### Guaranteed Maximum Price (GMP)

DESCRIPTION	TOTAL
TBD	TBD
<i>Construction Subtotal</i>	TBD
Pre-Construction Services	
Permit Fees	
General Conditions	
Testing and Inspection Allowance	
IOR Allowance (NTE)	
Construction Contingency	
CM Fee	
Builders Risk & Liability	
<i>Fees Subtotal</i>	TBD
<b>GUARANTEED MAXIMUM PRICE (GMP)</b>	<b>TBD</b>



# Sacramento Metropolitan Fire District

10545 Armstrong Avenue • Mather, California 95655 • Phone (916) 859-4300 • Fax (916)859-3720

**TODD HARMS**  
*Fire Chief*

**DATE:** December 12, 2019  
**TO:** Board of Directors  
**SUBJECT:** Sacramento Local Agency Formation Commission Run-off – Selection Alternate Special District Commissioner

## SUMMARY

Select one candidate in run-off for Alternate Special District Commissioner, Office No. 6 & 7.

## DISCUSSION

The Sacramento Local Agency Formation Commission (LAFCo) held an election for the Alternate Commissioner for Office No. 6 & 7 and there was a three-way tie. Therefore, a run-off among the three candidates will occur.

The term will begin January 1, 2020 and end December 31, 2023. The nominated candidates were given the opportunity to submit a resume, those materials are attached to this staff report for review.

Independent Special Districts may select one candidate by a majority vote during an, official meeting. Ballots must be returned to the LAFCo office no later than January 28, 2020.

## RECOMMENDATIONS

Consider selecting one candidate for Alternate Special District Commissioner, Office No. 6 & 7.

### **Submitted By:**

Melissa Penilla, Board Clerk

Attachment (1) – Ballot and Supporting Documentation from LAFCo



SACRAMENTO LOCAL AGENCY FORMATION COMMISSION  
1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458 • Fax (916) 874-2939

DATE: November 26, 2019

TO: Special Districts' Selection Committee

FROM: Don Lockhart, Executive Officer  
Sacramento Local Agency Formation Commission

RE: **Selection of Special District Commissioner and Alternate Commissioner Run-off**  
for the Sacramento Local Agency Formation Commission

Term of Office: **January 1, 2020 to December 31, 2023**

Thank you for your participation in the selection process for the Special District Commissioner and Alternate seats on the Sacramento Local Agency Formation Commission (LAFCo).

This purpose of this memorandum is to announce who was selected by the Special District Selection Committee for the Commissioner and the Alternate Commissioner seats for LAFCo.

The winner by a plurality of votes for the **Commissioner seat is Lindsey Liebig** from the Herald Fire Protection District. Therefore, Ms. Liebig is declared the selected Commissioner.

For the **Alternate Commissioner seat there is a three-way tie**. Therefore, a run-off will occur. Please see the attached Instructions and Ballot. (Ballot must be returned by January 28, 2020)

Commissioner Liebig will fulfill the four year term starting January 1, 2020 ending December 31, 2023. At the end of that time, another selection process will be held. Congratulations and welcome Ms. Liebig!

Please feel free to contact me if you have any questions regarding the selection process at (916)874-6458.

Yours truly,

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION

Donald Lockhart, AICP  
Executive Officer







SACRAMENTO LOCAL AGENCY FORMATION COMMISSION  
1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458 • Fax (916) 874-2939

DATE: November 26, 2019  
TO: Special Districts' Selection Committee  
FROM: Donald Lockhart, Executive Officer  
RE: **Selection of Special District Alternate Commissioner**  
Term of Office: January 1, 2020 to December 31, 2023  
**for the Sacramento Local Agency Formation Commission**

For the Alternate Commissioner seat there is a three-way tie. Therefore, a run-off will occur. Pursuant to the provisions of Section 56332 of the Government Code, the Executive Officer has determined that a meeting of the Special District Selection Committee for the purpose of selecting an Alternate Special District Commissioner [for Offices No. 6 & 7] to serve on the Sacramento Local Agency Formation Commission is not feasible. Based on past experience, due to the size of the Special District Selection Committee, it has been difficult to establish a quorum. Therefore, the business of the Special District Selection Committee will be conducted in writing, as provided in the cited section code.

***Please see the attached Run-off Ballot***

Please select one candidate for Alternate Special District Commissioner.

Please return the ballot to the LAFCo office no later than:

**4:00 P.M. on TUESDAY, JANUARY 28, 2020**

To be valid, selection of a candidate must be done by a majority vote of the governing board of an Independent Special District in an open and official meeting of that board and certified by the secretary or clerk of the board.

Any ballot received after the date specified above shall not be valid. The candidate who receives the most votes will be determined the winner outright. In the event of a tie, there will be a run-off selection held in the same format as the initial selection. The LAFCo Executive Officer will announce the results of the selection within seven days of the specified date.

If you have questions, please contact Sacramento LAFCo at (916) 874-6458.

Return ballot to:  
Sacramento LAFCo  
1112 "I" Street; Suite 100  
Sacramento, CA 95814

or e-mail to: [Diane.Thorpe@SacLAFCo.org](mailto:Diane.Thorpe@SacLAFCo.org)



**Sacramento**  
**LAFCo**

## Runoff Ballot

LAFCo Special District Alternate Commissioner  
Please select one candidate from below

### Run-off Ballot

**Alternate** Commissioner - for Offices No. 6 & 7

Please select **ONE** candidate **BELOW**

**Michael Hanson**

Arcade Creek Recreation & Park District

**Charlea Moore**

Rio Linda Elverta Recreation & Park District

**Michael Yearwood**

Cordova Recreation & Park District

Ballot must be received by **4:00 pm on Tuesday January 28, 2020**

Special Districts must return the ballots to LAFCo by the date specified above. Any ballot received after the specified date shall not be valid. *The information below must be complete*

The candidate who receives the most votes will be determined the winner outright.

The LAFCo Executive Officer will announce the results of the election within seven days of the specified date.

\_\_\_\_\_  
Name of Special District

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Date of Meeting

\_\_\_\_\_  
District Phone Number

\_\_\_\_\_  
Signature of Secretary or Clerk of the Board

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
E-mail Address

**Michael Hanson**

Sacramento, CA 95841

**SUMMARY**

Information Technology Professional proven experience including roles as a manager, project manager, systems analyst, systems integrator and software developer of systems in the mainframe and midrange environments. Experienced in all stages of software development life cycle, from analysis through implementation. Successfully managed numerous projects and led teams in system & vendor selection, analysis of business requirements, vendor management, system development & implementation. Strengths include:

- Project Manager
- Vendor Management
- Systems Integration
- Database Analysis
- Application Architecture
- System Analysis
- Software Development Lifecycle
- Managing Projects Across Technologies

Elected to Arcade Creek Recreation and Park District 2014

- Serve as Chair 2015
- Serve as director 2016
  - Lead in the Master Plan project
- Serve as Secretary/Treasurer 2017

**PROFESSIONAL EXPERIENCE**

**CSAA IG, Glendale AZ** **1993-Present**  
Previously, CSAA, San Francisco, CA

*AAA Membership and Insurance Co.*

**Project Manager** **2002 – Present**  
As an EDS/HP employee supporting CSAA (outsourced in 1996), led projects involved in mainframe upgrades and support activities.

- Created proposal to upgrade all application software to a consistent and supportable level. The application software would not be supported under the new operating system (the environment was scheduled to be upgraded). Worked with leadership to document proposal and create the accepted SOW. (Project size >65K staff hours)
- Managed teams' efforts associated with the application. Assumed role as the Technical Lead and Application Architect. Needed to allow concurrent business changes to occur while upgrading the infrastructure. Delivered a consolidated toolset for mainframe application support including the customized Configuration Management tool, the approach to managing DB2, and the build process itself.

- Reviewed infrastructure requirements and worked with senior management to create an accepted SOW to upgrade the system software.
- Managed a multi-stage mainframe software upgrade the environment to supported levels. Managed the efforts of EDS, Mphasis, and CSAA teams to upgrade the environment with minimal interruption to the business.
- Technical lead for the CSAA account for the mainframe portion of the Data Replication Project by providing stats and coordinating various teams. In addition, provided communication and follow-through for questions/concerns related to the midrange portion of the effort. Help to coordinate the efforts to deliver a successful data replication environment where the mainframe and midrange have replication in place for Disaster Recovery purposes.
- Manage mainframe hardware upgrades. Managed 4 mainframe CPU upgrades for the CSAA account. The scope included the coordination of the teams, the actual upgrade itself, and validation all components would continue to support the business/applications in the new environment as they did on the current hardware including the encryption coprocessor.
- Manage mainframe system software upgrades. Managed migrations from IBM OS/390 through z/OS 1.13, DB2 v7 through DB2 v10, and similar upgrades to CICS, Datacom, and the infrastructure in general. Each major upgrade required a level of acceptance testing and burn-in prior to moving the upgrades to production.

**Team Lead**

1996 – 2002

As a Systemhouse/MCI/WorldCom employee supporting CSAA (outsourced in 1996), led teams addressing improvements in the Travel/Touring and Membership area.

- Coordinated the install of the TripTik system developed by the AAA National team to automate the Tourbook and map process used to support members in their travels. This was a client-server app where workstations would communicate to a SUN Sparc back-office server.
- Lead the development of the processes internal to CSAA to handle "vanity cards." This is the AAA VISA cards for the CSAA members which allowed them to autopay their membership. Later, added the capability to Autopay their insurance premiums as well.
- Scheduled to manage the Claims replacement project (HAL), a Client-Server application. Studied the architecture and status with the current PM who then was able to stay and complete the project.

**Team Lead**

1993 – 1996

Managed team supporting Travel and Touring

- Brought onboard to support the project replacing all Membership, Insurance, and Claims. The architecture of the system was client-server based with the data storage being DB2 on the mainframe and the client residing on workstations running OS/2 and communicating to the mainframe. Directed the efforts of the Membership team (and supported other team's efforts) related to productionalizing the system.

Education: BA in Management, St. Mary's College, Moraga CA.

*Charlea R Moore*

• Elverta, CA 95626

**Applicant Statement for the Special District LAFCO Representative**

I moved from Glassboro New Jersey to Rio Linda Elverta in 1981, along with my 3 year old daughter and my husband.

Almost immediately I became involved with Sacramento County Service Area #3 which was the forerunner of our current independant Parks and Recreation District serving the Rio Linda Elverta Communities. This involvement was the result of reading a statement in the local paper, indicating that the Parks Advisory Board had determined that there were sufficient equestrian trails in the area. I was very happy to advocate for additional trails and in the process begin my education in local governance processes.

Over the next several decades I was appointed to numerous County and Local advisory boards, steering committees and ad hoc committees. My interest expanded to include growth issues, flood issues and agriculture/suburban/urban issues.

I learned a great deal about how government works and how Special Districts fit into the process. I became a strong advocate for local governance after going through 3 incorporation attempts in the Rio Linda Elverta communities and in the education process I switched from anti-incorporation to pro-incorporation for unincorporated communities.

In about 1992 I was appointed to the RLE CPAC in and served during the Community Plan Update. I am familiar with the governance process and with procedures for arriving at a decision as a board member. I have served several terms on CPAC under four different County Supervisors since that initial appointment. All of these experiences were very educational for me.

In 2002 I successfully ran for the Rio Linda Elverta Recreation and Parks District. I truly enjoyed and have greatly benefited from the experience of becoming an elected board member. I ran again in 2016 and am currently serving as Secretary for the RLE Recreation and Parks District.

I believe that my history in the community and experience as an elected public official will be an asset for Special Districts as a LAFCO Special District Board member.

Thank you,

Charlea R. Moore

# Michael T. Yearwood

Rancho Cordova, CA 95670

## **Experience Summary:**

*Customer Service Leader with over ten years of experience with direct customer problem solving within the health insurance industry. Expert level experience with hiring, training, staff retention, process improvement projects, managing deadlines and increasing production of teams.*

## **Health Net of California**

**2016-2019**

### **Claims Supervisor - Performance Team**

- Supervise a team of 17 Claims Analysts
- Coach and mentor staff to exceed expectations
- Responsible for talent and performance management of Claims Team
- Daily operational leadership and support through work distribution and monitoring
- Coordinate with scheduling to assist with daily forecast ensuring accurate staffing coverage
- Identify individual performance gaps to recommend and implement action plans that achieve desired result
- Monitor daily productivity through the Macess System
- Collaborate with peers and managers on process improvements

## **State of California - Health Benefits Exchange (Covered California)**

**2015-2016**

### **Supervising Program Technician III**

- Supervise a team of 15 Customer Service Representatives
- Coach and mentor staff to exceed expectations
- Assist representatives with questions regarding health plan options and policy and procedures
- Research and resolve escalated calls from consumers
- Monitor daily productivity through the IEX System
- Audit inbound calls through the Nice System
- Collaborate with peers and managers on process improvements

## **Vision Service Plan**

**2007-2015**

### **Client Broker Representative - Inside Sales**

- Assisted and resolved clients and brokers service issues
- Provided phone support and customer service to clients and brokers
- Provided e-mail coverage for Sales Team in their absence
- Implemented installation of new groups and pull-outs according to guidelines
- Processed renewals for clients according to guidelines
- Provided Resource Center support to clients and brokers

*References available upon request*

# Michael Yearwood

Rancho Cordova, CA 95670

## Service to My Community

Cordova Recreation and Park District (Board Chairperson)  
2015-Present: Director

As a Cordova Recreation and Park District (CRPD) Board Member I am responsible for the budget and for setting policies that safeguard the vitality of the district. The five non-partisan members of the Board of Directors are elected to four-year terms by residents located within CRPD's boundaries. The elected board is held accountable to the following laws that govern public officials: The Brown Act, California Public Records Act, FPPC Reporting Requirements and biannual ethics training.

### Specific functions and duties of my role as a Board Director are:

1. To perform its legal responsibility.
2. To set up by-laws, regulations and operation procedures
3. To select, employ, and if necessary, dismiss the District Administrator.
4. To control the operating budget, the financial plans and the insurance program.
5. To care and maintain property.
6. To be responsible for program.
7. To assure personnel policies.
8. To maintain good public relations.
9. To appoint, commission, supervise and receive reports from committees and the District Administrator.

### BOARD MEMBERS RESPONSIBILITIES

1. Board members should understand the significance and importance of recreation in the community.
2. Board members should be aware of the relationship of the recreation services to other community services.
3. Board members should look objectively at their specific responsibility as board members and at local community recreation needs, and keep abreast of changing conditions, continuously reassessing their efforts and reasons for service.
4. Board members should have the courage to resist pressures of all types and insist upon high standards for their agencies, particularly in regard to competent, professional personnel.
5. Board members should be aware of their role as board members, acting in concert with their fellow board members without usurping the functions of the District Administrator.



# Michael Yearwood

Rancho Cordova, CA 95670



## Rancho Cordova Athletic Association

2013: Founding Member

2013-2015: Secretary

2016: CRPD Representative

## Leadership Rancho Cordova

2014-2016: Governing Board

2014: Graduate of Class VIII

## Rancho Cordova Youth Soccer Club (RCSC)

2002: Coach

2003: U-6 Age Coordinator

2004: Coach & U-8 Boys Age Coordinator

2005: Coach & U-8 Girls Age Coordinator

2006: Coach & U-6 Age Coordinator

2007-2009: Club Manager & Coach

2012: Coach

## American River Youth Soccer League (ARYSL)

2007-2009: Board Member – RCSC Representative

2010: League Treasurer

## Cordova Girls Softball League

2010-2011: League Vice President

2011-2012: League Vice President

2012-2013: Secretary

2013-2014: Secretary

2014-2015: NORCAL Representative

## Folsom Cordova Unified School District

Cordova High School Site Council

2014-2015: Parent Representative

## Cordova Lane Elementary School Site Council

1998-2006: Elected Parent Representative

## Navigator Elementary School Site Council

2006-2008: Elected Parent Representative

## Measure M & P Oversight Committees

2014-2016: Parent/PTSO Member Representative



# Sacramento Metropolitan Fire District

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

**TODD HARMS**  
Fire Chief

**DATE:** December 12, 2019  
**TO:** Board of Directors  
**SUBJECT:** 2020 Election of Officers

## TOPIC

Elect the President, Vice President, and Secretary to serve as the Executive Committee for calendar year 2020.

## DISCUSSION

The following excerpts have been taken from the Board of Directors Policies and Procedures to provide a brief overview:

Election of Officers. The Board shall elect a President, Vice President, and Secretary at the first regularly scheduled meeting in December of each year to serve throughout the subsequent calendar year. Upon the occurrence of a vacancy, the Board shall fill such vacancy. An interim election for Board Officers may be held upon approval by a majority of the Directors.

Responsibilities of the President. The President is responsible for the following:

Presiding at Meetings. The President, when present, shall preside at all meetings of the Board; shall take the chair at the time appointed for every Board meeting; and immediately call the members to order and proceed with the business of the Board.

General Direction. Have general direction of the boardroom and assign seats for the use of the Board members and members of the staff as required.

Order and Decorum. Preserve order and decorum; prevent demonstrations; and, in accordance with law, order removal from the boardroom of any person whose conduct is deemed objectionable; and order the boardroom cleared whenever deemed necessary.

Length of Time for Public Discussion. Allocate the length of time for public discussion of any matter in advance of such discussion with the concurrence of the Board.

Other Responsibilities. Other responsibilities as may be prescribed by the Board.

Official Spokesperson/Representative. Shall be the official spokesperson and representative for the Board and the principal contact with legal counsel and the media.

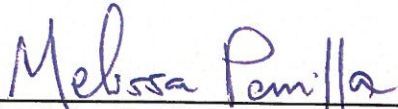
Vice President. The Vice President shall act as President in the absence of the President.

Secretary. The Secretary is responsible for signing Board Action Minutes and shall act as President in the absence of the President and Vice President.

### RECOMMENDATION

Staff recommends the Board nominate Board Members to be elected as the President, Vice President, and Secretary to serve as the Executive Committee for calendar year 2020.

Submitted By:



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Melissa Penilla, Board Clerk