



Todd Harms
Fire Chief

Jennifer Sheetz
Board President
Division 5

Matt Kelly
Board Vice President
Division 7

Cynthia Saylor
Board Secretary
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

Gay Jones
Board Member
Division 8

Walt White
Board Member
Division 9

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, August 27, 2020 – 6:00 PM

Held Remotely Via Zoom

Phone: (669) 900-6833

Webinar ID: 941 0883 4220 #

Password: 620 021 326 #

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

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor issued Executive Order N-25-20 and N-29-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements.

The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

The Public's health and well-being are the top priority for the Board of Directors of the Sacramento Metropolitan Fire District and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting of the Board will be available via Zoom at the phone number listed above. **If you prefer viewing the meeting via the Zoom Application, please contact Board Clerk Penilla via email at the address listed below.**

Note: The meeting is being held solely by remote means and will be made accessible to members of the public seeking to attend and address the Board solely through the phone number set forth above, except that members of the public seeking to attend and to address the Board who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact the following person at least forty-eight (48) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations:

Melissa Penilla
Board Clerk
(916) 859-4305

Penilla.melissa@metrofire.ca.gov

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

Serving Sacramento and Placer Counties



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, AUGUST 27, 2020

CALL TO ORDER

METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Sunday, August 30th at 2:00 pm and Monday, August 31st at 6:00 pm on Channel 14; Webcast at www.sacmetroable.tv.

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.

	<u>Page No.</u>
CONSENT ITEMS	
1. Action Summary Minutes Recommendation: Approve the Action Summary Minutes for the Regular Board meeting of August 13, 2020.	5
2. Deferred Compensation Committee Vacancy Recommendation: Adopt a Resolution appointing Nathan Hofford to fill a vacancy on the Deferred Compensation Committee.	10
3. Temporary Construction Easement – Watt/Myrtle Recommendation: Adopt a Resolution authorizing the execution of a temporary construction easement.	13
4. Surplus Vehicle Designation Recommendation: Adopt a Resolution establishing a list of surplus vehicles, and sell or donate the vehicles as deemed appropriate by the Fire Chief.	18

PRESENTATION ITEMS

- | | |
|---|---|
| 1. Community Risk Reduction Division Update
<i>(Christhana Fields, Deputy Fire Marshal)</i>
Recommendation: Receive presentation, no action required. | * |
|---|---|



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REGULAR BOARD MEETING AGENDA

THURSDAY, AUGUST 27, 2020

2. **Station 68 Construction Update** (*Jeff Frye, Economic Development Manager*) *
Recommendation: Receive presentation, no action required.

ACTION ITEMS

1. **Amendment to Agreement – Roebbelen Construction Management, Inc.** 22
(*Jeff Frye, Economic Development Manager*)
Recommendation: Authorize the Fire Chief, or designee, to execute the amended agreement with Roebbelen Construction Management Services, Inc.

REPORTS

1. **PRESIDENT'S REPORT**—(*President Sheetz*)
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 Sheetz*)
Next Meeting: TBD
- B. **Communications Center JPA** – (*DC Shannon*)
Report Out: August 25, 2020 at 9:00 AM
Next Meeting: September 8, 2020 at 9:00 AM
- C. **California Fire & Rescue Training JPA** – (*DC Shannon*)
Next Meeting: September 17, 2020 at 4:00 PM
Location: 3121 Gold Canal Drive
Rancho Cordova, CA 95670
- D. **Finance and Audit Committee** – (*Director Orzalli*)
Report Out: August 27, 2020 at 5:00 PM
Next Meeting: TBD
- E. **Policy Committee** – (*Director Gould*)
Next Meeting: TBD

BOARD MEMBER QUESTIONS AND COMMENTS

ADJOURNMENT



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, AUGUST 27, 2020

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 Board Meeting – September 10, 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: Final Budget FY 2020/21

Posted on August 24, 2020

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.



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

ACTION SUMMARY MINUTES – REGULAR MEETING

BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT Thursday, August 13, 2020 Held Remotely Via Zoom

CALL TO ORDER

The meeting was called to order at 6:02 pm by President Sheetz. Board members present: Clark, Goold, Jones, Kelly, Orzalli, Saylor, Sheetz, White, and Wood. Board members absent: None. Staff present: Chief Harms, General Counsel Lavra, and Clerk Penilla.

PUBLIC COMMENT: None

CONSENT ITEMS

Action: Moved by Wood, seconded by Clark, and carried unanimously by members present to adopt the Consent Calendar as follows:

- 1. Action Summary Minutes**
Recommendation: Approve the Action Summary Minutes for the Regular Board meeting of July 23, 2020.
Action: Approved Action Summary Minutes.
- 2. Surplus Equipment – Information Technology Division**
Recommendation: Adopt a resolution authorizing the designation and disposal of surplus IT equipment.
Action: Adopted Resolution No. 2020-042.

PRESENTATION ITEMS

- 1. UC Davis Emergency Medicine Fellowship Program**
(Assistant Chief Law, Dr. Mackey and Dr. Maynard)
Recommendation: Receive presentation, no action required.
Action: Presentation received, no action taken.

ACTION ITEMS

- 1. Sacramento Mobile Integrated Healthcare Pilot Project – MOU Approval**
(Chief Harms and Captain Perryman)
Recommendation: Authorize the Fire Chief to approve the Memorandum of understanding for the Mobile Integrated Healthcare pilot project.
Action: On a motion by Goold, seconded by Wood, and carried unanimously by members present to authorize the Fire Chief to approve the MOU.
- 2. SCERS – Extension of Medical Coverage Benefit Program**
(Deputy Chief Casentini)
Recommendation: Adopt a Resolution with the proposed medical benefit premium subsidy at the established monthly amount.
Action: On a motion by Jones, seconded by Clark, and carried unanimously by members present to adopt Resolution No. 2020-043.

REPORTS

1. **PRESIDENT'S REPORT:** No report.

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

It has been a busy three weeks since the last Board Meeting on July 23rd. He congratulates all six Directors who will run unopposed in the November 2020 election, congratulations on the next for years!

New Hire

Effective 7/28, Administrative Specialist in CRRD - Lisa Gates

Promotion

Effective 7/27, BC Grant Russell, B9 C Shift

Effective 8/2, Captain Brendan Hogan, B Shift

Reassignment

FF Justin Frey and Paramedic Chantel Crane have been selected as SRP Academy 20-2 Drill Instructors

Meetings

7/27, Executive Staff meeting with Sac City Fire (Fire Chiefs and DCs)

7/29, Labor Management Collaboration Meeting (LMCM) – This was a very productive meeting where various items such as the new Station 68, part-time medics, MIH Program, Helicopter, and Hazmat were discussed.

8/6, CA Metro Fire Chiefs Meeting (Chair)

Chief Harms ended his report by sharing information about new Thermal Imaging Cameras (TICs) coming to Metro Fire thanks to the work of Director Orzalli. Sometime ago, Chief Harms was sharing the new technology in TICs, and Director Orzalli with his work through the Public Safety Foundation, including generous donations from Supervisor Frost, and BC Rudnicki through a presentation to UASI, have helped raise \$160,000 which will provide a new TIC for each riding position at Metro Fire. Thank you and congratulations on working together to get this accomplished.

OPERATIONS REPORT

Assistant Chief Greene shared the Operations report, focusing on two main areas: State Wildland Fires and COVID-19. Currently Metro Fire is deployed to a few small fires within California, and a few members are staging in the Redding area. There are two fires in the early phases and we anticipate deploying our Type 3 Teams soon.

Since March 7th a total of 202 members have been tested related to COVID-19, with 13 members testing positive. Currently, there are 30 members off work, 6 who are positive for COVID-19, and the remaining members are awaiting testing results per the County regulations. Metro Fire stations are currently open and fully staffed, with plans in place should something happen to affect staffing.

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT:

Captain McGoldrick congratulated the six Directors who were up for reelection! He welcomes Dr. Maynard and looks forward to the perspective he brings, along with the exposure to the talented crews he will experience.

He is working with membership to deal with COVID-19 as best they can, all members who are off work are being taken care of and have no current needs.

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 Sheetz)

Next Meeting: TBD

B. Communications Center JPA – (DC Shannon)

Next Meeting: August 11, 2020 at 9:00 AM

Report Out: DC Shannon shares that of the seven graduates, three have already been signed off to work, letting everyone know this is very fast and an indication the academy was positive for education. The second academy is underway and all five cadets are doing well.

C. California Fire & Rescue Training JPA – (DC Shannon)

Next Meeting: September 17, 2020 at 4:00 PM

Location: 3121 Gold Canal Drive
Rancho Cordova, CA 95670

D. Finance and Audit Committee – (Director Orzalli)

Next Meeting: August 27, 2020 at 5:00 PM

E. Policy Committee – (Director Goold)

Next Meeting: TBD

BOARD MEMBER QUESTIONS AND COMMENTS

Director Goold thanked staff for their reports, and congratulated his colleagues who have been reelected.

Director Orzalli thanked Chief Harms for his work in getting the TICs, and praises a great agenda for tonight's meeting.

Director Wood congratulates Captain Perryman for his work and follow through with the MIH Program. With the hot temperatures over the next week, he wishes all the best to the crews.

Director Clark shares his excitement for what is going on in the Metro Fire community, and welcomes Dr. Maynard.

Director Jones echoes comments from her fellow Directors. She is happy to hear reports on the long-term and short-term goals completed by Metro Fire. All items have great importance to the community served by Metro Fire, and she is happy they were accomplished.

Director White also congratulated his fellow directors who were reelected. He welcomed Dr. Maynard and thanks crews who extinguished a 200 acre fire near his home earlier tonight. He also thanked VP McGoldrick and Local 522 membership for working during fire season and the COVID-19 pandemic.

Director Saylor echoed the earlier comments, and wishes everyone a nice evening.

Director Kelly extends his appreciation for the high-performing team that is Metro Fire! He recognized the work of AC Law, Dr. Mackey, Dr. Maynard, and Captain Perryman. He wishes all the crews well over the upcoming hot weekend.

Director Sheetz congratulated those who were recently promoted, and thanks staff for the presentations.

The Board convened to Closed Session at 6:58 pm.

CLOSED SESSION

1. **Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9:**
One case

Action: On a motion by Wood, seconded by Jones, and carried unanimously to authorize the Chief to work with legal counsel to initiate litigation. If the action is formally commenced, details will be available upon request.

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant Exposure to litigation pursuant to California Government Code Section 54956.9 (b):** Two cases

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

Action: On a motion by Goold, seconded by Jones, and carried unanimously by members present to deny the claim and refer the matter to the District's insurance carrier.

B. Claim Against Public Entity Pursuant to Government Code Section 910
Laurie White v. Sacramento Metropolitan Fire District
Deputy Chief Casentini

Action: On a motion by Goold, seconded by Jones, and carried unanimously by members present to deny the claim and refer the matter to the District's insurance carrier.

The Board reconvened to Open Session at 7:55 pm.

ADJOURNMENT

The meeting was adjourned at 7:59 pm

Jenifer Sheetz, President

Cinthia Saylor, Secretary

Melissa Penilla, Board Clerk



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: August 27, 2020
TO: Board of Directors
SUBJECT: Vacancy on Deferred Compensation Committee

TOPIC

One vacancy exists on the Deferred Compensation Committee. The Board of Directors appoints members to this Committee upon recommendation of the Committee.

BACKGROUND

The Board of Directors has approved a plan to provide employees an opportunity to participate in a voluntary Deferred Compensation Plan. Deferred Compensation, under the Internal Revenue Code 457, is a tax deferred supplemental retirement program that allows employees to contribute a portion of their salary to a retirement account, before federal and state taxes are deducted. The administrator of the Plan is a nine member committee appointed by the Board of Directors, comprised of employees, active and retired, who are participants in the Deferred Compensation Plan.

The Deferred Compensation Committee is responsible for the administration of the Deferred Compensation Plan in accordance with rules and regulations of Internal Revenue Code 457. Committee members are charged with the maintenance and oversight of the Plan. Responsibilities include, but are not limited to, evaluation of services provided by the Third Party Administrator and performance of Investment Providers in addition to remaining informed on regulations related to Internal Revenue Code 457.

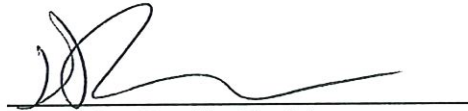
Due the recent and tragic passing of a beloved committee member, retired Engineer Michael Spaich, there is a vacancy on the Deferred Compensation Committee. In February of 2019, the Committee initiated a selection process for a previous vacancy due to a retirement. The Committee established an eligibility list of candidates using the following phases and ranked the candidates. The selection process included a letter of interest, a short essay response to several questions regarding 457 governance, finance knowledge, and time commitment expectations. The second phase included attendance at a 457 meeting and a formalized interview with the entire Committee and our Third Party Administrator, Nationwide. The process started with nine total interested individuals and three were asked to interview in the final phase (all of whom made on

the eligibility list). An eligibility list was published and disseminated to the candidates was to remain active for a two year period which ends on May 16, 2021. Following a discussion and unanimous agreement on the July 13th meeting, the Committee offered the vacancy to, Firefighter Nathan Hofford, who was the highest ranking member remaining on the eligibility. Mr. Hofford accepted the opportunity to serve on the Committee and the Committee is requesting your approval for his appointment. The Committee believes that Firefighter Hofford will contribute greatly to the membership of the 457 plan. The committee would also like to publicly acknowledge the void left behind by the passing of Michael Spaich.

RECOMMENDATION

The Deferred Compensation Committee recommends that the Board of Directors adopt a Resolution appointing Nathan Hofford to the Deferred Compensation Committee.

Submitted By:



Captain, Dustin Rodriques
Chairman, Deferred Compensation Committee

Approved By:



Todd Harms, Fire Chief



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2020-____

APPOINTING NATHAN HOFFORD TO THE DEFERRED COMPENSATION COMMITTEE

WHEREAS, the Board of Directors has established the Deferred Compensation Plan consisting of provisions relative to a Deferred Compensation Program under Section 457 of the Internal Revenue Code; and

WHEREAS, the Board of Directors has appointed a Deferred Compensation Committee ("Committee") charged with maintenance and administration of the Plan in accordance with the rules and regulations of the Internal Revenue Code; and

WHEREAS, the Committee has one vacancy due to the passing of beloved member, retired Engineer Michael Spaich; and

WHEREAS, the Committee has unanimously nominated Nathan Hofford, a Firefighter/Paramedic, as the most qualified candidate to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors appoints Nathan Hofford to serve on the Deferred Compensation Committee.

PASSED AND APPROVED this 27th day of August, 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested by:

Melissa Penilla, Clerk of the Board



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

DATE: August 27, 2020
TO: Board of Directors
SUBJECT: Temporary Construction Easement – Watt/Myrtle

BACKGROUND

On November 14, 2019, the Board of Directors adopted a resolution authorizing the execution of a temporary construction easement at Watt/Myrtle with Pacific Gas and Electric Company (PG&E). PG&E delayed the project and is now ready to move forward.

PG&E will perform a Gas Pipeline Hydrostatic Test (Project) on its natural gas transmission system near McClellan Airfield. To that end, PG&E would like to use a portion of Metro Fire's vacant lot at Watt Avenue and Myrtle Avenue as a laydown and staging area for the Project.

DISCUSSION

Entering into a Temporary Construction Easement (TCE) with PG&E would grant PG&E temporary use of Metro Fire's parcel with the following key terms.

TCE Key Terms:

Term Commencement:	September 7, 2020
Term:	Three (3) months
Monthly Rent:	\$1,500
Use:	A fenced workspace for staging and laydown yard

FISCAL IMPACT

Total compensation for the temporary use of Metro Fire's property is \$4,500.

RECOMMENDATION

Staff recommends that the Board of Directors adopt and approve the Resolution to authorize the execution of a Temporary Construction Easement.

Submitted by:



Jeff Frye
Economic Development Manager



Erin Castleberry
Administrative Specialist



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

RESOLUTION NO. 2020-____

AUTHORIZING THE EXECUTION OF A TEMPORARY CONSTRUCTION EASEMENT WITH THE PACIFIC GAS AND ELECTRIC COMPANY

WHEREAS, the Sacramento Metropolitan Fire District (Metro Fire) owns parcel 240-0660-010-0000, in North Highlands, California (Property); and

WHEREAS, the Pacific Gas and Electric Company (PG&E) desires the temporary use of the Property to conduct PG&E business; and

WHEREAS, Metro Fire is willing to grant the same to PG&E, upon the promises, terms, conditions, and covenants set forth in the attached Temporary Construction Easement;

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

1. Approve the attached Temporary Construction Easement
2. Authorizes the Fire Chief or his designee as its Authorized Agent(s) to execute all necessary documents to enter into this agreement.

PASSED AND APPROVED this 27th day of August, 2020, by the following vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sacramento Metropolitan Fire District

President, Board of Directors

Attested by:

Clerk of the Board

TEMPORARY CONSTRUCTION EASEMENT

SACRAMENTO METROPOLITAN FIRE DISTRICT

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, a temporary construction easement, as defined below, (and hereinafter referred to as "TCE") to be used in connection with Grantee's Gas pipeline hydrostatic test project, upon, over, under, and across that certain real property in the City of Sacramento, unincorporated area of the County of Sacramento, State of California, identified as County Assessor's Parcel Number 240-0660-010.

The purpose(s) for the TCE is/are defined as follows:

(a) use for working, laydown and staging areas, including the right to locate construction trailers and construction equipment thereon; parking of vehicles belonging to Grantee and its employees, within the area outlined in red on the map attached hereto and made a part hereof.

The areas or parcels designated above are hereafter collectively referred to as "easement area".

1. **Term** - The term of this TCE shall be for a period of 3 months commencing on September 07, 2020 or date of mobilization and shall terminate on November 30, 2020 or 90 days after mobilization. Grantee shall have the right, subject to the terms herein, to extend the term of this TCE for up to (3) month(s) by giving the Grantor written notice of its intention to do so not less than ten (10) days prior to the expiration of the initial term.
2. **Compensation** - Grantee shall pay Grantor One Thousand Five Hundred Dollars (\$1500.00) per month for a total amount of Four Thousand Five Hundred Dollars (\$4500.00) as compensation for the TCE within 30 days of the execution of this document and upon Grantee's receipt from Grantor of the IRS W-9. Owner shall provide a completed IRS W-9 Form for processing payment of the compensation at the same time it executes the TCE document. If Grantee extends the term of the TCE, Grantee will pay Grantor One Thousand Five Hundred Dollars (\$1500.00) per month and shall continue thereafter per month or for any portion thereof.
3. **Ingress/Egress, Fencing** - During the term of this instrument, Grantee shall have the exclusive right to use the easement area, along with the right of ingress and egress thereto. Grantee shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the easement area, and shall remove such fencing and gates at the end of the term of this TCE. The TCE hereunder will be irrevocable during the term of this agreement, except in the case of a material breach of the terms of this agreement.
4. **Indemnification** - Grantee agrees to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

5. **Compliance with Laws** - In exercising the rights granted under this TCE, Grantee shall comply with all laws, ordinances, and regulations pertaining to its use. Grantee is required under State and local law to re-stabilize any disturbed project location in order to control soil erosion and sediment runoff, in accordance with applicable project permits. Interpretation and enforcement of the TCE shall be governed by the laws of the State of California.
6. **Restoration** - Upon completion of its type of project, Grantee shall repair and mitigate any damage and restore the easement area to a condition as nearly as practicable to its condition prior to its use by Grantee. Grantee shall remove all personal property.
7. *Grantor agrees to provide secondary rights, if needed, to allow for activity (ies) under 5 and 6 above to occur until such time that Grantee has complied with its permit requirements.*
8. **Insurance**- *Grantee certifies it is insured under a major risk management program with large self-insured retentions, with the minimum amount of \$1,000,000 covering Grantee use of the easement area under this TCE.*
9. **Representation** - Grantor represents and warrants the easement area is vacant and free from any encumbrances that would interfere with Grantee's full enjoyment of this TCE.
10. **Entire Agreement** - This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof.
11. **Authority of Signatory** - Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this Temporary Easement and all related documents.
12. **Successors, Heirs, and Assigns** -The Rights provided for herein shall inure to successors, heirs and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
13. **Execution in Counterparts** - *This TCE may be signed in identical counterpart copies, (including copies sent to a party by facsimile transmission or as a "pdf" file attached to an electronic mail transmission) each of which shall be an original, but all of which taken together shall constitute one and the same agreement.*

GRANTOR(S)

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

Temporary Construction Easement Exhibit

Sacramento Metropolitan Fire District

APN: 240-0660-010

Use: approximately 20,000 sq. ft. as a temporary staging and laydown area





Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: August 27, 2020
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>
072	1989 Beck Water Tender	28351	Fair
0318	1999 Seagrave Type I	131828	Fair
24168	2002 Ford Taurus	98234	Fair
24259	2005 Ford Taurus	142762	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

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TODD HARMS
Fire Chief

RESOLUTION NO. 2020-_____

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	FAIR MARKET VALUE	RED INV TAG NO
	DATE	COST			DISPOSAL METHOD		
			1989 Beck Water Tender		Auction 90 days	\$	
			1999 Seagrave Type 1		Auction 90 days	\$	
			2002 Ford Taurus		Auction 90 days	\$	
			2005 Ford Taurus		Auction 90 days	\$	

PASSED AND APPROVED this 27th day of August, 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested:

By: _____
Clerk of the Board



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: August 27, 2020
TO: Board of Directors
SUBJECT: Amendment to Agreement – Roebbelen Construction Management Services, Inc.

BACKGROUND

On December 13, 2019, the Sacramento Metropolitan Fire District (District) executed an agreement with Roebbelen Construction Management Services, Inc. (RCMS) for construction management at risk services for Future Fire Station 68 (Project), which is to be built in Rancho Cordova, California. The agreement included services for both the pre-construction and construction phases of the project. Since executing the agreement, RCMS has worked hand in hand with the District and the District's architect as a critical member of the Project team.

DISCUSSION

During the design process, it became apparent that the scope of the Project would need to be reduced in order to meet budgetary constraints. RCMS worked both independently and with the architect to identify cost-saving measures for both hard and soft costs. RCMS identified an opportunity to reduce some of their costs by reducing their scope of service. In the original agreement, RCMS would bid the Project out and hold the multi-prime contracts. Under the proposed amendment, the District will bid the Project and hold the contract with a single general contractor. Making the proposed changes will reduce duplicative costs and markup, and produce a more favorable bidding environment, resulting in more competitive bids for the Project, which will drive costs down.

FISCAL IMPACT

Anticipated savings from the proposed changes to scope and bid strategy are over \$700,000. The costs for the proposed amendment are as follows:

Pre-Construction Services	\$106,183 lump sum (no change from original agreement)
Construction Management Fee	\$165/hr NTE \$371,800 (NTE instead of % of direct cost)

Costs have already been budgeted in FY2020/21.

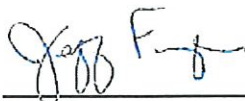
RECOMMENDATION

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

Submitted by:



Erin Castleberry
Administrative Specialist



Jeff Frye
Chief Development Officer

Amendment to Professional Services Agreement
between the Sacramento Metropolitan Fire District and
Roebbelen Construction Management Services, Inc.

This Amendment ("Amendment") to the Professional Services Agreement ("Agreement") dated December 13, 2019 by and between the Sacramento Metropolitan Fire District ("DISTRICT") and Roebbelen Construction Management Services, Inc. ("RCMS") is made and entered into effective August 28, 2020, by and between the DISTRICT and RCMS (collectively, 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 executed an Agreement with Roebbelen Construction Management Services, Inc. on December 13, 2019 for construction management at risk services; and

WHEREAS, the DISTRICT and RCMS have amended the scope of the Agreement in order to control costs and stay within the Project budget; and

WHEREAS, this Amendment shall replace the previously executed Agreement in whole, not in part.

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 and B attached hereto and included by reference.
3. **SCOPE OF SERVICES**
RCMS agrees to perform all services described in Exhibit A, for payment pursuant to Exhibit B, and in accordance with the terms and conditions of this Agreement.
4. **CONTRACT DOCUMENTS**
This Agreement, along with the exhibits, 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.
5. **TERM**
This Agreement shall be in effect from the date of final execution by the Parties until full completion of the scope of work as described in Exhibit A. Terms and conditions, which relate to indemnification and other related matters, shall survive the expiration of this Agreement.
6. **PAYMENT**
For service performed in accordance with this Agreement, payments shall be made to RCMS as provided in Exhibit B hereto.

7. **TAXES**

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

8. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Agreement; it being understood and agreed that RCMS is at all times an independent contractor, and can perform work for others. RCMS 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 RCMS or for any obligations or liabilities incurred by RCMS, its employees, or agents.

Neither RCMS, 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.

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

In carrying out the work contemplated herein, RCMS 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.

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

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

9. **CONFLICT OF INTEREST**

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

10. INDEMNIFICATION

RCMS agrees to defend, indemnify, and hold harmless the DISTRICT, their officials, officers, agents, employees, representatives and volunteers from and against any and all claims, demands, suits, attorneys' fees and costs, legal actions, litigation, liability, or consequential damages of any kind or nature (hereafter collectively the "liabilities") arising out of or in connection with the performance of, or failure to perform under the terms of this Agreement by RCMS and/or its employees, officers, representatives and agents, products, suppliers and subcontractors, excepting only those liabilities solely caused by the active negligence, sole negligence or willful misconduct of the DISTRICT.

The DISTRICT agrees to defend, indemnify, and hold harmless RCMS, their officials, officers, agents, employees, representatives and volunteers from and against any and all claims, demands, suits, attorneys' fees and costs, legal actions, litigation, liability, or consequential damages of any kind or nature (hereafter collectively the "liabilities") arising out of or in connection with the performance of, or failure to perform under the terms of this Agreement by the DISTRICT and/or its employees, officers, representatives and agents, products, suppliers and subcontractors, excepting only those liabilities solely caused by the active negligence, sole negligence or willful misconduct of RCMS.

The DISTRICT shall cause general contractor (and all of its subcontractors) to agree to indemnify and hold harmless the DISTRICT and RCMS from all claims for bodily injury and property damage, other than to the Project itself, that may arise from contractor's operations, but only to the extent that such claims result from the negligent acts or omissions of the contractor, or anyone for whose acts or omissions the contractor is liable.

11. LIMITATION OF LIABILITY

Under no circumstances will RCMS be entitled to consequential damages for any loss of profit or damage to reputation. Under no circumstances will RCMS be entitled to limit special or consequential damages claimed by the DISTRICT.

12. 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, RCMS 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.

13. INSURANCE

RCMS 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 RCMS 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.

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

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

14. CONFORMITY WITH LAW AND SAFETY

In performing services under this Agreement, RCMS 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.

15. USE OF DISTRICT PROPERTY

RCMS 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.

16. USE OF PROJECT SITE

RCMS shall ensure that operations at the Project site are confined to areas permitted by law, ordinances, permits, and the Contract Documents. RCMS shall not unreasonably encumber, or permit the any contractor to unreasonably encumber, the Project site with materials or equipment. Personnel of RCMS and any contractors 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.

17. KEY PERSONNEL

Substitution or replacement of any key personnel requires the written approval of the DISTRICT and approval will be at the sole discretion of the DISTRICT.

18. RIGHT TO REFUSE PERSONNEL

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

19. ASSIGNMENT AND SUBCONTRACTING

RCMS may not subcontract, transfer, or assign any portion of this Agreement without prior, written approval from the DISTRICT.

20. COST MONITORING AND REPORTING

RCMS shall monitor costs incurred for the pre-construction phase separately from costs incurred during the construction phase. At the request of the DISTRICT, RCMS 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 RCMS.

21. PROJECT SAVINGS

Project savings identified during design as part of RCMS' value engineering process are owned by the DISTRICT. It is one of the collaborative responsibilities of RCMS 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.

22. OWNERSHIP OF DOCUMENTS

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

23. CONFIDENTIALITY

RCMS 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. RCMS 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 RCMS' termination of services to the DISTRICT hereunder.

24. ACCESS AND RETENTION OF RECORDS

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

25. 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 RCMS 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 RCMS a comprehensive list of items to be completed or corrected before establishing Substantial Completion. RCMS shall work with the general contractor to promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of RCMS to ensure the Project is completed in accordance with the Contract Documents. The Architect will make an inspection to determine whether the Project is substantially complete.

When the Architect determines that the Project is substantially complete, RCMS shall 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 RCMS a comprehensive "punch list" of items to be completed or corrected prior to Final Completion.

26. FINAL COMPLETION

Upon receipt of notice from RCMS 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, RCMS shall submit the invoice for final payment to the DISTRICT.

Final payment shall be released to RCMS after RCMS submits the final invoice and all operating manuals, as-built documents, and any other submittals required in accordance with this Agreement.

Acceptance of final payment by RCMS shall constitute a waiver of all claims, except claims previously made in writing and identified by RCMS as unsettled at the time of the final invoice.

27. TERMINATION BY RCMS FOR CAUSE

RCMS 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 RCMS, any subcontractor, or any employee or agent of RCMS 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 RCMS stating the nature of such default.
- c) Repeated suspensions by the DISTRICT, other than such suspensions as are agreed to by RCMS.

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

Upon such termination by RCMS, the DISTRICT shall pay RCMS for all services performed by RCMS as of the date of termination, less sums previously paid to RCMS.

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

28. 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) RCMS becomes insolvent or files for relief under the bankruptcy laws of the United States.
- b) RCMS 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 RCMS' property.
- d) RCMS 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 RCMS 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) RCMS persistently or repeatedly refuses or fails to perform the services outlined in the Contract Documents.
- b) RCMS disregards Applicable Code Requirements.
- c) RCMS is in default of any other material obligation under the Contract Documents.

Upon any of the occurrences referred above, the DISTRICT may, at its election and by notice to RCMS, terminate this Agreement.

If this Agreement is terminated by the DISTRICT as provided in this section, the DISTRICT shall pay RCMS for all services performed by RCMS as of the date of termination, less sums previously paid to RCMS.

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

29. SUSPENSION BY DISTRICT FOR CONVENIENCE

The DISTRICT may, at any time and from time to time, without cause, order RCMS, in writing, to suspend services performed under this Agreement 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. Services performed under this Agreement may be stopped for such further period as the Parties may agree. Upon receipt of a Suspension Order, RCMS shall immediately cease services performed under this Agreement. Within ninety (90) days after the issuance of the Suspension Order, or such extension to that period as is agreed upon by RCMS and the DISTRICT, the DISTRICT shall cancel the Suspension Order.

If a Suspension Order is canceled or expires, RCMS shall immediately resume work. Any necessary modifications to scope of work resulting from a Suspension Order shall be documented in writing, by an amendment to this Agreement.

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

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

- a) Immediately discontinue services provided under this Agreement to the extent specified in the notice.
- b) Thereafter perform only such services as may be necessary to preserve and protect work on the Project already in progress.

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

Upon such termination, the DISTRICT shall pay RCMS for all services performed by RCMS as of the date of termination, less sums previously paid to RCMS.

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

31. ASSURANCE OF PERFORMANCE

If at any time DISTRICT believes RCMS may not be adequately performing its obligations under this Agreement or that RCMS may fail to complete the services as required by this Agreement, DISTRICT may, at its option, request from RCMS prompt written assurances of performance and a written plan acceptable to DISTRICT, to correct the observed deficiencies in RCMS' performance. RCMS 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. RCMS 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 28 of this Agreement.

32. DISPUTE RESOLUTION AND CONTINUANCE OF WORK

In the event of a dispute between the Parties as to performance of services or the interpretation of this Agreement, or payment or nonpayment for services performed or not performed, the Parties shall attempt to resolve the dispute. RCMS 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, RCMS agrees to continue providing services under this Agreement diligently to completion. If the dispute is not resolved, RCMS agrees it shall neither rescind this Agreement nor stop performance of services on the Project. If the matter is not resolved after mediation, RCMS' 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.

33. **CHOICE OF LAW**

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

34. **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 RCMS 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.

35. **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.

36. **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.

37. **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 RCMS 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.

38. **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: RCMS: 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.

39. 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:

RCMS:

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 RCMS 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, 65% Construction Documents, and 95% Construction Documents. At the 100% Construction Documents phase and prior to bidding, RCMS shall submit its constructability documentation to the District to demonstrate that all RCMS 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 RCMS 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. Ensure that specifications are such to allow only new materials and equipment. 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. Review Construction Documents to ensure they do 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." 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. 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, RCMS 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 65% and 95% 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, RCMS shall participate in value engineering to lower the Project cost to within the budget.
12. Project Savings: RCMS 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 RCMS 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. 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, working with Architect to respond to plan check comments and prepare re-submittals, assisting in final testing, and other necessary and reasonable activities. Coordinate any service shut-downs or tie-ins.
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 Bid Package: Coordinate with the Architect to produce the bid package. With the District's input, develop Division 0 and 1 of the specifications and provide bid package preparation required, but not otherwise included, in the Architect's scope of work. The bid package shall incorporate clear and accurate Construction Documents as well as the District's general conditions and bidding requirements, including all applicable provisions of the California Uniform Public Construction Cost Accounting Act. RCMS shall review drawings and specifications to ensure the work of the trades is coordinated to avoid duplicity of scopes; 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 the bid package to enable full utilization of the Project budget.
17. Bid Phase Services: Implement a robust marketing and outreach process to reach potential bidders and ensure maximum competition. Work with the District to answer all questions or

Requests for Information (RFI's) during the bid process, in coordination with the Architect, including preparing any necessary addenda.

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, and any specified systems, materials, or methods.
19. Bid Evaluation: Participate in the public bid opening, review the bids for completeness, full responsiveness, and price, and make a recommendation to the District and Architect after identifying the lowest responsible bidder, including alternatives as applicable. Bid shall be reviewed for technical deficiencies or errors. The District may consider rejecting and rebidding all bids for the Project if the apparent low bid is significantly in excess of the amount budgeted for such bid. In this case, RCMS shall cooperate in revising the scope and the quality of work as required to reduce the construction costs for the Project, at the District's discretion.
20. Certificates of Insurance, Performance/Payment Bonds/Submittals: Once an award has been made, collect and review Certificates of Insurance and Performance/Payment Bonds from the general contractor and all subcontractors to ensure compliance with bid requirements. Ensure that no work commences on the Project until all required documents have been reviewed, submitted, and approved by the District. Solicit any applicable equipment/materials submittals from the contractors.
21. Preconstruction Conference: The District and RCMS shall co-conduct a pre-construction conference with all contractors, design personnel, and applicable District staff. The pre-construction conference shall serve to orient the contractors to the various reporting procedures and site rules prior to the commencement of work. RCMS pre-construction conference services include preparation of meeting agenda and preparation and distribution of pre-construction conference notes. Topics of discussion include review of roles and responsibilities, construction schedule, phasing and logistics, inspection protocol, special inspections, management of design clarifications (RFI) and change order (CO) requests, pay applications process, site safety and security, working hours, parking, special coordination, and other relevant topics.

B. CONSTRUCTION PHASE

1. Project Management: Supervise the completion of the project using RCMS' best skill and attention. Coordinate all onsite and professional services for the project unless otherwise directed by the District.
2. Schedule Management: In coordination with the contractors, implement a Project Schedule and regularly update and maintain the project Schedule incorporating the activities of all contractors performing work on the Project. Project Schedule should include 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. Ensure that cost-loading is appropriate for the work that is shown and that the baseline schedule is cost and man-power loaded, showing a clear and detailed critical path for completion of work. The Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. Review contractors' weekly short interval schedules (three-week look-ahead)

to ensure compliance with the Project Schedule. In coordination with the contractors, RCMS shall update, reissue, and distribute the Project Schedule on no less than a monthly basis as required by the District to show current conditions and revisions. RCMS shall notify the District of any challenges to the Project Schedule that may cause a delay in the completion of the project. No substantial changes to the Project Schedule shall be made without written approval of the District.

3. Contract Administration: Administer the contracts for each contractor performing work on the Project by observing the work performed and ensuring such work is in accordance with the Contract Documents, verifying pay applications from contractors, and ensuring that all contractors are in compliance with all terms, conditions, and scope of their respective contracts.
4. Compliance with Applicable Code Requirements: Ensure that all work performed on the Project is in compliance 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, RCMS, any contractor or 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, ensure contractors comply with any applicable provisions regarding nondiscrimination, payment of prevailing wages, payroll records, and work day set forth in this Agreement. Promptly notify the District in writing if RCMS becomes aware during the performance of the work that the Contract Documents are at variance with applicable code requirements.

5. Provide Necessary Personnel: Provide and maintain qualified personnel for the proper management of the construction work. Such personnel shall be competent to oversee the work while construction is underway and shall provide observation of work, quality control, monitoring, and coordination of various activities, record drawings, and schedule.
6. Records Management: Develop and implement a comprehensive document management program to include a copy of all correspondence, contracts, drawings, specifications, addenda, change orders, architectural issued revisions and other modifications, shop drawings, product data, samples, submittals, purchases, materials, equipment, maintenance and operating manuals and instructions, and other related documents. Ensure that the general contractor maintains 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, RCMS shall deliver all such records to the District from the general contractor.

7. Safety and Security: Ensure that contractors provide a safe and efficient job site, with controlled access. Monitor job site maintenance and ensure contractors' conformance in providing a safe work place. To the extent required by OSHA or any other public agency, RCMS shall monitor for each contractor's safety programs and their implementation along with any necessary safety meetings. Ensure contractors provide 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.
8. Work Hours: Ensure that any contractors comply with all applicable Noise Ordinance or Rule and that neither contractors nor their subcontractors shall undertake work on the Project site other than at the times and sound level permitted by the Noise Ordinance.
9. Testing and Inspection: Coordinate and supervise all necessary testing and inspection for the Project's construction.
10. 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, Project cost control reports, change orders, RFI review, contingency items, and schedule.
11. Report Monthly Construction Progress: Prepare a written monthly construction progress report, summarizing the progress of construction and key issues currently pending and indicating each progress of the work. RCMS shall submit the monthly construction progress report to the District and Architect.
12. Quality Control: Perform regular quality control inspections and create reports based on such inspections. These quality control reports shall be provided to the District electronically on a monthly basis. RCMS 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.
13. 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. RCMS' observation duties shall include reasonable diligence to discover work that is not in compliance with the Contract Documents.
14. Dispute Resolution: Pursue resolution to all disputes submitted by any contractor through the use of dispute resolution meetings in which the contractor shall present their position and documentation regarding the dispute. Evaluate validity of disputes and discuss and recommend settlement options with the District.

15. Coordination of Information Requested: Log, transmit, and track all RFIs and ASIs. Coordinate with the Architect to provide timely and effective responses. 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. RCMS shall be responsible for coordinating this process.
16. Change Orders: Log, track, and evaluate change order requests to verify validity, purpose, and cost. Complete estimates on change order requests and negotiate change order requests to ensure accurate pricing and compliance with Contract Documents. 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.
17. Schedule of Values: Develop and maintain a master schedule of values for the general 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. RCMS shall review with the Architect and make recommendations to the Architect pertaining to monthly payments to the trade contractors. RCMS shall develop and implement procedures requiring monthly schedules and lien releases with pay applications by contractors for progress and final payments.
18. Prevailing Wage Rates: Ensure that all contractors and 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. This Project is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Promptly notify the District if any contractor or subcontractor is not in compliance with prevailing wage requirements, and assist the District in determining and collecting any penalties due as a result of non-compliance. Review of any civil wage and penalty assessment shall be made pursuant to section 1742 of the California Labor Code.
19. Certified Payroll Records: Ensure that all contractors and subcontractors keep an accurate payroll record, certified as being true and correct by the contractor or subcontractors keeping such record, that shows 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. Ensure that all contractors and subcontractors 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. Promptly notify the District if any contractor or subcontractor is not in compliance with certified payroll requirements, and assist the District in determining and collecting any penalties due as a result of non-compliance.
20. Review Monthly Progress Payment Requests: Review all monthly progress payment requests for the Project for accuracy and completeness, comparing the requested payments to actual work completed in accordance with the Contract Documents. Review 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, prior to approval and submission to the District of pay applications.

21. Submittals/Shop Drawings/As-Builts: Receive, log, track, and expedite all submittals and shop drawings prepared and submitted by any contractor for review and approval by the District and design team. Ensure that the general contractor maintains one (1) set of as-built drawings and specifications, which shall be kept up to date during construction. Ensure that all changes which are incorporated into the Project and differ from the documents as drawn and written be noted on the as-built set. Ensure that notations reflect the actual materials, equipment, and installation methods used for the Project, and that each revision is initialed and dated by the general contractor. Prior to filing the Notice of Completion, ensure each drawing and the specification cover is signed by the general contractor and dated attesting to the completeness of the information noted therein. Facilitate the submittal of all as-built drawings to the Architect within ten (10) days of filing the Notice of Completion to be incorporated into the Record Documents.
22. Punch List: Conduct site walk with the general contractor, District, and Architect at completion of the Project and prepare a punch list. Coordinate the completion of all punch list items with the 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. RCMS shall be the single point of contact for all punch list items.
23. 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 contractors' obligation in providing this training is fulfilled before release of retention.
24. Clean-Up: Ensure contractors are performing 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.
25. Project Close-Out: Prepare a recommendation for final acceptance of the Project after the contractors have corrected deficient work and satisfied all contract conditions and punch list items. Once final acceptance by the District has been made, RCMS shall submit contractors' final retention invoice to the District and prepare a final cost report and a final payment request.
26. Record Documents: Ensure that the District receives a final and complete set of Record Documents 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.
27. Warranty: Assist the District in pursuing all warranty claims for the life of the warranty period.

28. Eleven Month Walk: Schedule a joint inspection of the Project during the eleventh month after Substantial Completion is achieved. During such inspection, RCMS and a representative of the District shall walk the Project to identify any necessary warranty work.

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. RCMS 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
Payment Terms

1. PAYMENT

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

Service	Fee Type	Fee	Not to Exceed (NTE)
Pre-Construction	Lump Sum	\$106,183	N/A
Construction Management	Hourly	\$165	\$371,800
<i>QC Inspection (Optional at District's Request)</i>	<i>Hourly</i>	<i>\$115</i>	<i>N/A</i>

2. PAYMENT TERMS

Payment will be made according to the following terms:

1. Pre-Construction Services. Payment shall be made on a percentage completed basis. Invoices for payment shall 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 Management Services. Payment shall be made for actual hours worked. Invoices for payment shall be provided to the District on no less than a monthly basis, and shall specify the number of hours worked, accompanied by certified payroll records supporting the claim.
3. Additional Services. Payment shall be made for actual hours worked. Invoices for payment shall be provided to the District on no less than a monthly basis, and shall specify the number of hours worked, accompanied by certified payroll records supporting the claim.