



ADAM A. HOUSE
Fire Chief

John Costa
Board President
Division 9

Robert Webber
Board Vice President
Division 3

Brian Rice
Board Secretary
Division 7

Cynthia Saylors
Board Member
Division 1

Grant Goold
Board Member
Division 2

Ted Wood
Board Member
Division 4

Shawn Stark
Board Member
Division 5

D'Elman Clark
Board Member
Division 6

Gay Jones
Board Member
Division 8

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 AGENDA

Thursday, September 10, 2026 – 6:00 p.m.

Sacramento Metropolitan Fire District

10545 Armstrong Avenue, Suite 200

Boardroom – Second Floor

Mather, California

&

Remotely Via Zoom

Webinar ID: 827 3461 0232 #

Passcode: metro2101

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

 Passcode: 838771796 #

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

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

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

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

Marni Rittburg

Board Clerk

(916) 859-4305

rittburg.marni@metrofire.ca.gov

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

Serving Sacramento and Placer Counties



Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING

THURSDAY, SEPTEMBER 10, 2026

- CALL TO ORDER
- ROLL CALL
- PLEDGE TO FLAG

METRO CABLE ANNOUNCEMENT:

This meeting of the Sacramento Metropolitan Fire District is recorded. The recording will be cablecast on Metro Cable Channel 14, the local government affairs channel on the Comcast and DirecTV U-Verse cable systems. The recording will also be closed captioned and video-streamed at metro14live.saccounty.gov. Today's meeting replays at 6:00 p.m. on Monday, September 14, 2026, and again at 2:00 p.m. on Wednesday, September 16, 2026, on Metro Cable Channel 14. Once posted, the recording of this meeting can be viewed on-demand at youtube.com/metrocable14.

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

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

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

CONSENT ITEMS:

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

CONSENT ITEMS

Page No.

1. Action Summary Minutes

7

Recommendation: Approve the Action Summary Minutes for the Regular Board Meeting of August 27, 2026.



Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING

THURSDAY, SEPTEMBER 10, 2026

2. **September Board Radar Report** 16
Recommendation: Receive and file.
3. **Adopt Resolution – Adopting the Fiscal Year 2026/27 Appropriations Limit Schedule** 17
Recommendation: Adopt Resolution approving the appropriation (Gann) limit for Fiscal Year 2026/27.
4. **Adopt Resolution – Contract Award Recommendation – Request for Bids 26-10 Headquarters Roof Replacement** 22
Recommendation: Adopt Resolution approving a contract award to L1R dba Level 1 Roofing and authorize the Fire Chief or his designee to negotiate, execute, and administer an agreement materially similar to the attached agreement, and further recommends that the Board authorize the Fire Chief or his designee to negotiate, execute and administer an agreement with the next lowest responsible and responsive bidder if, after having bargained in good faith, the District is unable to reach an agreement with L1R dba Level 1 Roofing.

PRESENTATION ITEMS:

1. **Critical Issues: EMS Continuum of Care** 54
(AC Jon Rudnicki, BC Bryan DuPertuis & Director of Government Affairs Kyle Macdonald)
Recommendation: Receive the presentation.

ACTION ITEMS:

1. **Adopt Resolution – Amendment to Capital Improvement Program Plan FY 2026/27 – 2030/31** 63
**** PDF Separate Attachment**
(Administrative Analyst Erin Castleberry)
Recommendation: Receive presentation and adopt Resolution amending the Capital Improvement Program Plan for FY 2026/27 – FY 2030/31.
2. **Adopt Resolution – FY 2026/27 Final Budget** 72
(Chief Financial Officer Dave O'Toole) **** PDF Separate Attachment**
Recommendation: Receive presentation and adopt the Resolutions adopting the Final Budget for the fiscal year ending June 30, 2027.
 - A. Resolution – 2026/27 Final Budget for the General Operating Fund 212A
 - B. Resolution – 2026/27 Final Budget for the Capital Facilities Fund 212D
 - C. Resolution – 2026/27 Final Budget for the Grants Fund 212G
 - D. Resolution – 2026/27 Final Budget for the Development Impact Fees Fund 212I
 - E. Resolution – 2026/27 Final Budget for the Leased Properties Fund 212L
 - F. Resolution – 2026/27 Final Budget for the Measure O Debt Service Fund 212N
 - G. Resolution – 2026/27 Final Budget for the Measure O Building Fund 212O
 - H. Resolution – 2025/26 Final Budget for the Special Projects Fund 212S



Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING

THURSDAY, SEPTEMBER 10, 2026

3. Adopt Resolution – Authorization to Award Contract – RFB 26-06 Fire Station 67 Construction 101

(Administrative Analyst Erin Castleberry)

Recommendation: Adopt Resolution delegating authority to the Fire Chief, or his designee, to award, negotiate, execute and administer a contract for the construction of Fire Station 67 with the lowest responsive and responsible bidder, pursuant to RFB 26-06 and conditioned on the successful completion of the pre-award regulatory compliance review. Staff further recommends that the Board authorize the Fire Chief or his designee to award, negotiate, execute and administer a contract for the construction of Fire Station 67 with the next lowest responsive and responsible bidder if the apparent low bidder does not satisfy the pre-award regulatory requirements or, if after ten (10) calendar days of the District's issuance of a Notice of Award, the lowest responsive and responsible bidder has failed to satisfy the conditions of award pursuant to RFB 26-06.

REPORTS:

1. PRESIDENT'S REPORT — *(President Costa)*

2. FIRE CHIEF'S REPORT — *(Acting Chief Mitchell)*

OPERATIONS REPORT — *(Deputy Chief Wagaman)*

ADMINISTRATIVE REPORT — *(Deputy Chief Fiorica)*

SUPPORT & EMERGENCY MEDICAL SERVICES REPORT — *(Deputy Chief Mitchell)*

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT — *(Captain Sean Scollard, Local 522 Vice President)*

4. COMMITTEE AND DELEGATE REPORTS

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

A. Executive Committee — *(President Costa)*
Next Meeting: October 8, 2026, at 4:30 p.m.

B. Communications Center JPA — *(Deputy Chief Fiorica)* – No Report
Next Meeting: September 22, 2026, at 9:00 a.m.
SRFECC Annex – 10240 Systems Parkway, Suite 200, Sacramento

C. Finance and Audit Committee — *(Director Jones)*
Next Meeting: October 22, 2026, at 5:30 p.m.



Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING

THURSDAY, SEPTEMBER 10, 2026

D. Policy Committee – (Director Clark)

Next Meeting: October 8, 2026, at 5:30 p.m.

BOARD MEMBER QUESTIONS AND COMMENTS

CLOSED SESSION:

The Board will convene in closed session to meet on the following matter(s):

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to California Government Code Section 54957.6

- A. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Sacramento Area Fire Fighters Local 522
- B. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Battalion Chiefs Bargaining Group,
Sacramento Area Fire Fighters Local 522
- C. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Administrative Support Personnel (ASP)
Affiliate of Sacramento Area Fire Fighters Local 522
- D. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Safety Senior Management, Management
and Unrepresented Confidential Employees
- E. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Non-Safety Senior Management, Management
and Unrepresented Confidential Employees
- F. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: EMT and Paramedic Memorandum of Understanding

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

Claimants: Lamour Harper & Beverly Harper
Ian Sangster, General Counsel

**3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –
Significant Exposure to litigation pursuant to California Government Code
Section 54956.9 (d)(2): One Case**

Claimant: Priscilla Van Dyke
Ian Sangster, General Counsel



Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING

THURSDAY, SEPTEMBER 10, 2026

CLOSED SESSION REPORT OUT

ADJOURNMENT

NEXT BOARD MEETING:

Unless specified differently, all meetings of the Board are held at Sacramento Metropolitan Fire District at 10545 Armstrong Avenue, Suite 200, Mather, CA 95655

- Regular Board Meeting – September 24, 2026, at 6:00 p.m.

Posted on September 3, 2026, by 4:30 p.m.

Marni Rittburg, CMC, CPMC
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.



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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

ACTION SUMMARY MINUTES – REGULAR MEETING

BOARD OF DIRECTORS
SACRAMENTO METROPOLITAN FIRE DISTRICT
Thursday, August 27, 2026, at 6:00 p.m.

Held at the following locations:
10545 Armstrong Avenue – Board Room
Mather, California
&
Remotely Via Zoom

CALL TO ORDER

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

PUBLIC COMMENTS

One public comment was received.

CONSENT ITEMS

Moved by Director Goold, seconded by Jones, and carried unanimously by members present to adopt the consent calendar as follows:

1. **Action Summary Minutes**
Recommendation: Approve the Action Summary Minutes for the Regular Board Meetings of August 13, 2026.
Action: Adopted the Action Summary Minutes.
2. **Adopt Resolution – Authority to Reenter into an Agreement with State of California Department of Health Care Services (DHCS) for Intergovernmental Transfers (IGT) from January 1, 2025 to December 31, 2025**
Recommendation: Adopt Resolution reauthorizing the Fire Chief to enter into the necessary agreements with DHCS to participate in the VRRP IGT reimbursement period covering January 1, 2025, through December 31, 2025.
Action: Adopted **Resolution 2026-060**.

PRESENTATION ITEMS:

1. **Communications & Engagement Strategy**
(Deputy Chief Mitchell)
Recommendation: Receive the presentation.
Action: Presentation received.

ACTION ITEMS

1. Continuing the Utilization of the Lease Vehicle Program

(Fleet Manager Shea Pursell)

Recommendation: Approve the continued use of leased vehicles from Enterprise Fleet Management, Inc., under Sourcewell contract #112025.EFM.

Action: Motion by Wood, seconded by Clark, and carried unanimously by members present to approve the continued use of leased vehicles from Enterprise Fleet Management, Inc., under Sourcewell contract #112025.EFM.

REPORTS

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

No Report

2. FIRE CHIEF'S REPORT — (*Chief House*)

Chief House reported on the following District matters:

LAFCo MSR/SOI Update

- Chief House reported that state law requires LAFCo to periodically review local agencies through a Municipal Service Review (MSR) and Sphere of Influence update. The process evaluates areas such as service capacity, finances, infrastructure, and governance, and helps inform whether an agency's Sphere of Influence remains appropriate. Metro Fire's last MSR was completed in 2004. LAFCo and its consultant have worked with Metro Fire staff throughout the current review to obtain District information and documents needed to conduct the study.
- LAFCo has released the public review draft, which goes to the Commission on September 2 to open the public comment period through October 2, with adoption anticipated in October.

2026 Fireworks After Action Report

- Chief House reported the 2026 Fireworks After Action Report has been completed and summarizes Metro Fire's Fourth of July operations and regional fireworks enforcement efforts.
- Metro Fire led the Regional Fireworks Taskforce, coordinating with fire and law enforcement agencies, code enforcement, public information officers, and the District Attorney's Office.
- Within our jurisdiction, there were 157 permitted Safe and Sane fireworks stands and six permitted public fireworks displays. Compared with 2025, total incident dispatches decreased 4.95%, and fireworks-related fires decreased 54%.
- The report was submitted to Sacramento County for "receive and file" with the Board of Supervisors and shared with the cities of Citrus Heights and Rancho Cordova.

HERO ACT Chili Cookoff

- Chief House reported Metro Fire participated in the 2nd Annual HERO ACT Chili Cookoff at the California State Fair, an event coordinated by Congressman Ami Bera's Office, supporting awareness of first responder mental health and wellness.
- Metro Fire had two teams competing: Captain Adam Huckaby and Firefighter Calvin LaCurelle, and Captain Aaron Todd and Engineer Matt Miller. Chief House congratulated Captain Huckaby and Firefighter LaCurelle, who earned the Golden Bear Award, marking Metro Fire's second consecutive win.

Member Recognition – Fire Inspector II Flor Olivares

- Chief House reported Fire Inspector II Flor Olivares was recently recognized by the District for her actions on July 2.
- Chief House stated that after a concerned citizen alerted Inspector Olivares to an individual experiencing a suspected opioid overdose, Inspector Olivares quickly assessed the individual and administered two doses of Narcan, providing critical care until fire and EMS personnel arrived. Although emergency medical response is not part of her primary assignment, Inspector Olivares relied on her EMT training, recognized an immediate threat to life, and acted without hesitation. Her initiative, composure, and compassion exemplify exceptional service to our community.

OPERATIONS REPORT – *(Deputy Chief Wagaman)*

Deputy Chief Wagaman reported on the following operational matters:

Strike Team Status

The Hawk Incident, located on the California-Nevada border, is currently just over 15,000 acres and 85% contained. We have one Strike Team Leader and one Type 3 engine assigned to the incident, and the team continues to perform well.

The Timber Incident, located in Monterey County, is currently approximately 18,000 acres and 23% contained. Copter 3 is assigned to this incident and is also performing well in support of ongoing suppression efforts.

Bluetooth Communication Technology

Effective yesterday, crews began utilizing new Bluetooth technology that connects their face-mask microphone to their portable radio. The lapel microphone also functions as a voice amplifier, providing an additional communication benefit for our members.

This technology was initially launched last year; however, connection issues required us to pause implementation while we transitioned to our new portable radios, which were deployed a couple of months ago. We are optimistic that this technology will significantly enhance communication clarity and effectiveness on the fireground.

Lithium-Ion Battery Fire Awareness

Lithium-ion battery fires continue to introduce new hazards and challenges to today's fire service. Ensuring our members understand the unique hazards associated with these fires remains an operational priority.

To strengthen this awareness and provide practical instruction, we will begin districtwide, in-person, instructor-led Lithium-Ion Hazard Awareness Training on September 20. Approximately 50 members will participate in each class.

Unit Update

Due to operational needs, Water Tender 66 has been moved to Station 111 in Rio Linda and will now serve as Water Tender 111 and cross-staffed by E111.

DC Wagaman reported it is an exciting time for our dozer program. After many patient years of waiting, Dozer 1 was delivered to Station 58, and training has begun. Dozer 2 is expected to be delivered to Fleet next week, at which point radio and equipment installation can begin.

Promotion

Congratulations to Kevin Loheit on his promotion to Engineer, effective August 1. We wish Kevin continued success in his new role.

Upcoming Tabletop Exercise

On September 8, the Operations AC and DC Wagaman will participate in a joint tabletop exercise with Sacramento County OES focused on expanding incidents that require civilian evacuations.

This exercise provides an excellent opportunity to strengthen our working relationships, familiarize ourselves with new technologies and strategies, and further develop effective incident mitigation and evacuation plans. These collaborative exercises are valuable in preparing us to manage increasingly complex incidents and better protect the communities we serve.

ADMINISTRATIVE REPORT – *(Deputy Chief Fiorica)*

Deputy Chief Fiorica reported on the following Administration Branch activities and updates:

- **Personnel Recognition:** DC Fiorica congratulated Maria Palma on her promotion to Accounting Technician in the Finance Division, effective July 13, 2026. Ms. Palma previously served as an Office Technician in the Logistics Division.
- **New Employee:** DC Fiorica welcomed Ryan Wedan, who joined Metro Fire as a Business Applications Analyst in the Information Technology Division, effective August 3, 2026. Ryan introduced himself to the Board and spoke on his background.

Human Resources

- The EMS Systems Technician recruitment closes September 16, 2026.
- The Reserve Firefighter recruitment closes September 4, 2026.
- Background orientation for Fire Academy 27-1 was held on August 26, 2026. Invitations were extended to 44 Firefighter Paramedic applicants and 14 Firefighter Paramedic-in-Progress applicants.

Training

- Fire Academy 26-2 is in its tenth week with 16 recruits.

Finance

- Payroll Specialist Emily Brown was selected as the finance lead for the Sacramento Regional Incident Management Team. Ms. Brown has served on the team for three years and recently deployed to the Talbott Fire.
- The District received its 12th consecutive Government Finance Officers Association (GFOA) Award for Excellence in Financial Reporting for its FY 2025/26 Annual Comprehensive Financial Report. Controller Ron Empedrad leads the annual project, which involves staff across multiple divisions. The District is now one award away from receiving its third GFOA Triple Crown recognition for excellence in its annual comprehensive financial report, budget, and community annual report.

SUPPORT & EMERGENCY MEDICAL SERVICES – (Deputy Chief Mitchell)

Deputy Chief Mitchell provided an overview of the Support and Emergency Medical Services Branch and its responsibilities in supporting the District's operational and long-term service-delivery needs.

The branch consists of seven primary areas: Emergency Medical Services; Fleet; Facilities; Logistics; Community Risk Reduction / Fire Marshal's Office; Planning, Development & Government Affairs; and Communications & Engagement / Public Information Officer.

Deputy Chief Mitchell highlighted key areas of responsibility:

Emergency Medical Services

- EMS system performance and service delivery.
- EMS billing implementation and reporting.
- MMP staffing and program status.
- Mobile Integrated Health (MIH) operations and long-term funding strategy.
- APOT and alternative-destination initiatives.
- Regional coordination and ongoing EMS system improvement.

Fleet

- Apparatus and vehicle procurement and replacement.
- Fleet status and tracking.
- Vehicle lifecycle and lease-buyout considerations.
- Surplus vehicle processes.
- Planning for future apparatus and equipment deliveries.

Facilities

- Station maintenance, renovations, and capital projects.
- Multi-station flooring and roofing projects.
- Station demolition and cleanup projects.
- Capital improvement planning.
- Temporary operational planning associated with facility projects.

Logistics

- Equipment, inventory, supply, and warehouse management.
- RFID inventory project focused on accountability, liability control, efficiency, and potential cost savings.

- Long-term logistics and warehouse planning.

Community Risk Reduction

- Fire prevention and community risk reduction programs.
- Grant development and management.
- Fire Investigation Unit coordination with the Sheriff's Office.
- Weed abatement and other community risk issues.

Planning, Development & Government Affairs

- Standards of Cover and long-range planning.
- Station planning and design.
- Development and infrastructure projects.
- Real estate planning.
- Regional, governmental, and external partner coordination.
- Emerging service-delivery issues, including ARFF.

Communications & Engagement / PIO

- Centralized communications framework.
- Strategic communications.
- Internal member communications and engagement.
- Community and public information.
- Improving consistency and effectiveness of organizational communications.

Deputy Chief / Executive-Level Responsibilities

- In addition to direct branch oversight, the Deputy Chief leads and supports Board- and Executive Committee-directed projects, cross-organizational initiatives, and longer-term strategic work.
- Current examples include MIH funding strategy, behavioral health response initiatives, strategic-plan implementation, procurement/process improvement, and organizational coordination.
- Emphasis was placed on the Deputy Chief role of prioritizing, coordinating, removing barriers, and connecting work across divisions and throughout the organization.

Closing Message

- The Support & EMS Branch provides the infrastructure, systems, resources, partnerships, and services that enable the District to effectively deliver its mission.
- The branch's work supports both current operational needs and the District's long-term organizational capacity.

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT

522 Director Russell Gardner thanked the District for its support of his participation in national-level research projects with the Fire Safety Research Institute (FSRI). He noted that these opportunities have provided valuable insight into the national fire service and have allowed him to bring ideas and practices back to Metro Fire. Director Gardner expressed concern that other District members involved in similar professional and research endeavors do not always receive the same level of administrative support and may be required to use personal time or accrued leave to participate.

Regarding strategic planning, Director Gardner stated that Local 522 looks forward to participating with identified District representatives in upcoming discussions. He expressed the

expectation that the process can result in a unified message, shared goals, and collaborative projects moving forward.

Director Gardner also referenced a handout he distributed to the Board concerning the District's proposed final budget. He encouraged Board members to review the information and ask the Chief Financial Officer and administration questions regarding the District's financial position prior to consideration of budget adoption. Director Gardner stated that Local 522 does not agree with prior representations regarding the District's financial condition. He cited a projected fiscal year-end reserve of approximately \$36 million that ultimately was closer to \$46.9 million, and a previously projected reserve percentage of 10.5% compared with an actual level of approximately 13.7%.

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 Costa)

No Report

B. Communications Center JPA – (Deputy Chief Fiorica)

Deputy Chief Fiorica reported the Communication Center JPA Board last met on August 25, 2026. Chief Executive Director Wilbourn has had the opportunity to get the Comm Center some media recognition and is working hard at establishing regional and statewide relationships that can only help make our Comm Center better. There was no other reportable action taken.

C. Finance and Audit Committee – (Director Jones)

Director Jones reported the Finance & Audit Committee met tonight and reviewed the presentation regarding the 2026–27 Final Budget, which will be presented to the Board at the next meeting. Director Jones highlighted two key items; increased PERS and healthcare costs, totaling \$6.1 million for 2026–27, and an improvement in reserves from 10.5% to 11.4%. Director Jones noted that the increase in reserves was a positive outcome given the current economic and global uncertainties.

D. Policy Committee – (Director Clark)

No Report

BOARD MEMBER QUESTIONS AND COMMENTS

No Reports

CLOSED SESSION:

The Board recessed to closed session at 7:00 p.m. on the following matter(s):

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

Carl Simmons and the Sacramento Metropolitan Fire District
Claim # 24-178529; SMDQ – 549888; 4A2306C114P001
Workers' Compensation Settlement Authority
Jessica Valenti, Lenahan, Slater, Pearse & Majernik, LLP

Action: Moved by Stark, seconded by Wood, and carried unanimously by members present to give authority to its third-party administrator to conclude a settlement of the matter.

2. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to California Government Code Section 54957.6

- A. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Sacramento Area Fire Fighters Local 522
- B. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Battalion Chiefs Bargaining Group,
Sacramento Area Fire Fighters Local 522
- C. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Administrative Support Personnel (ASP)
Affiliate of Sacramento Area Fire Fighters Local 522
- D. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Safety Senior Management, Management
and Unrepresented Confidential Employees
- E. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Non-Safety Senior Management, Management
and Unrepresented Confidential Employees
- F. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: EMT and Paramedic Memorandum of Understanding

3. Public Employee Performance Evaluation: Fire Chief
Pursuant to Government Code Sections 54957(b)(1)

CLOSED SESSION REPORT OUT:

The Board reconvened in open session at 9:20 p.m. General Counsel Ian Sangster reported that the Board met in closed session on three items:

- 1: Workers' Compensation Compromise and Release for Carl Simmons, the Board voted unanimously to effectuate a settlement in that matter.
- 2. Conference with Labor Negotiator; the Board met with its designated labor negotiator; no reportable action was taken in closed session.
- 3. Public Employee Performance Evaluation, Fire Chief; no reportable action was taken in closed session.

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

<https://metrofire.ca.gov/2026-08-27-board-meeting>

https://www.youtube.com/channel/UC9t-uKlc_oOUGNrmogdQ_QA

ADJOURNMENT

The meeting was adjourned at 9:22 p.m.

John Costa, Board President

Brian Rice, Secretary

Marni Rittburg, CMC
Board Clerk

BOARD RADAR REPORT

Monthly Update

St. 67 Project Interagency/Political	
Last Update 9/2/2026	POC AA Castleberry
Status Active	Radar Future Action
Summary Update: The bidding process is complete; the recommended Board action is scheduled for the 9/10 Board meeting.	

Governor's Wildfire Liability Reform Proposal Interagency/Political	
Last Update 9/2/2026	POC DGA Macdonald
Status Under Analysis	Radar Information
Summary Governor Gavin Newsom is proposing changes to wildfire liability for utility companies, which may ultimately impact local agencies such as Metro Fire. We remain engaged with CalChiefs, CSDA, FDAC and others to better understand as well as mitigate potential impacts.	

Lithium Ion Battery Incidents Operational	
Last Update 9/1/2026	POC PIO Nunez
Status Active	Radar Information
Summary Metro Fire reports a rise in commercial refuse-truck fires caused by improperly discarded lithium-ion batteries, resulting in vehicle damage, service disruptions, and hazards. Information is being gathered from local refuse companies to assess the impacts and, with the aim of developing community education on safe battery disposal, help prevent future fires.	

Uninsured Homeowners Community & Reputation	
Last Update 9/1/2026	POC PIO Nunez
Status Monitoring	Radar Information
Summary Metro Fire reports an increase in homeowners facing major fires without insurance. While crews handle emergencies and secure properties, support options like the Red Cross are limited. More research is needed to find assistance programs. It also highlights the need to educate residents on the risks of being uninsured and the importance of understanding their coverage.	

CSDA Sacramento Region Chapter Formation Interagency/Political	
Last Update 8/31/2026	POC DGA Macdonald
Status Complete	Radar Information
Summary The California Special Districts Association accepted the charter for a Sacramento Region Chapter of CSDA. Metro Fire has been a leader within CSDA for a number of years, and this new chapter will allow for increased engagement and involvement with special districts throughout our region.	

St. 116 Deconstruction Community & Reputation	
Last Update 8/31/2026	POC DGA Macdonald
Status Active	Radar Information
Summary Station 116 is no longer operational and the building no longer meets current safety or operational standards. Because of the station's longstanding history in the Rio Linda/Elverta community, Metro Fire is planning to hold a public meeting on 9/30/26 to inform the community about the planned deconstruction, recognize the station's legacy, and provide opportunities for questions and feedback.	

Radar Definitions

Information:

Awareness only- No action required from the Board

Discussion:

Discussion or feedback requested from the Board

Future Action:

Formal Board item is anticipated



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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

DATE: September 10, 2026
TO: Board of Directors
SUBJECT: Resolution Adopting the Fiscal Year 2026/27 Appropriations Limit Schedule

TOPIC

A resolution has been prepared establishing an appropriation limit for Fiscal Year 2026/27 in the amount of \$504,778,480. Staff recommends approval of the proposed resolution.

SUMMARY

State law requires that every government entity in California prepare calculations each fiscal year of the entity's maximum allowed appropriations. The formula used to make these calculations involves adjusting the entity's previous "Gann limit" by incorporating changes to population and per capita income. These factors are provided by the State Department of Finance. A governmental entity is not permitted to spend more than its calculated Gann limit.

DISCUSSION

Based upon staff calculations, the District's Gann limit for FY 2026/27 is \$504,778,480 which represents an increase of \$21,967,882 when compared to the FY 2025/26 Gann limit of \$482,810,598. This increase is mainly due to a 4.95% increase in per capita income statewide. Calculation details can be found in the attached schedule.

FISCAL IMPACT

There is no fiscal impact. The District's FY 2026/27 proposed operating budget subject to the limit is well below the \$504,778,480 set by the Gann limit.

RECOMMENDATION

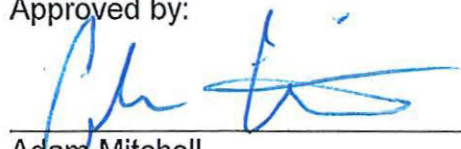
Adopt resolution approving the appropriation (Gann) limit for Fiscal Year 2026/27.

Submitted by:



Dave O'Toole
Chief Financial Officer

Approved by:



Adam Mitchell
Acting Fire Chief

ATTACHMENTS:

Attachment 1: Fiscal Year 2026/27 Gann Limit Calculation Schedule

Attachment 2: Resolution Adopting the Fiscal Year 2026-27 Appropriations Limit Schedule



GANN LIMIT CALCULATION FY2026/27

FISCAL YEAR:	FY2026/27	FY2025/26	FY2024/25	FY2023/24
A PER CAPITA INCOME CHANGE *	1.0495	1.0644	1.0362	1.0444
B POPULATION CHANGE *	0.9962	1.0021	0.9972	0.9955
C CALCULATION OF FACTOR (A x B):	1.0455	1.0666	1.0333	1.0397
D PRIOR YEAR GANN LIMIT:	\$ 482,810,598	\$ 452,663,227	\$ 438,075,319	\$ 421,347,811
E GANN LIMIT ON APPROPRIATIONS FOR FISCAL YEAR (C x D):	\$ 504,778,480	\$ 482,810,598	\$ 452,663,227	\$ 438,075,319

* Per California State Department of Finance



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING THE FISCAL YEAR 2026/27 APPROPRIATIONS LIMIT SCHEDULE

WHEREAS, the voters of the State of California on November 6, 1979 added Article XIII B to the State Constitution placing various limitations on the appropriations of state and local governments; and

WHEREAS, Article XIII B provides that the Appropriations Limit for Fiscal Year 2026/27 is calculated by adjusting the base year appropriations limit of Fiscal Year 2025/26 for changes in the per capita income and regional population factors prepared by the State of California's Office of the Department of Finance, calculations of which are provided in the attached Board Report and, by this reference, incorporated herein; and

WHEREAS, the District has complied with the provisions of Article XIII B of the State Constitution and Section 7900 et seq. of the Government Code in determining the appropriations limit for the earliest affected Fiscal Year 1978/79.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District does hereby approve that the Appropriations Limit in Fiscal Year 2026/27 shall be \$504,778,480 as set forth in the attached **Exhibit "A."**

PASSED, APPROVED AND ADOPTED this 10th day of September 2026. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

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

Attachments:
Exhibit A: Fiscal Year 2026/27 Gann Limit Calculation Schedule



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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

DATE: September 10, 2026

TO: Board of Directors

SUBJECT: Contract Award Recommendation - Request for Bids (RFB) 26-10
Headquarters Roof Replacement

TOPIC

Request to approve a contract award for the replacement of the roof at the Sacramento Metropolitan Fire District (Metro Fire) headquarters to L1R dba Level 1 Roofing.

BACKGROUND

The roof on the Metro Fire headquarters building is a 25-years old rolled roofing system that has surpassed its expected lifespan, experiencing widespread leaks, water penetration, and scupper corrosion, which is causing damage to the underlying sheathing and structural components. To prevent further deterioration, the roof needs to be replaced with a durable Thermoplastic Polyolefin (TPO) system, providing better weather resistance and longevity for the building.

DISCUSSION

RFB 26-10 Headquarters Roof Replacement was issued on August 17, 2026. A mandatory pre-bid job-walk was conducted on August 24, 2026 and was attended by representatives from 20 different companies. A public bid opening was conducted on September 2, 2026, and 11 bids were received. L1R dba Level 1 Roofing was identified as the lowest responsible and responsive bidder.

FISCAL IMPACT

The total fiscal impact of the headquarters roof replacements is \$447,600.00 and has already been authorized through the adoption of the District's Capital Improvement Program (CIP) Plan, and is included in the adopted FY 2026/27 CIP budget. This project will be funded through the General Fund (A Fund).

RECOMMENDATION

Staff recommends that the Board adopt a resolution to approve a contract award to L1R dba Level 1 Roofing and authorize the Fire Chief or his designee to negotiate, execute, and administer an agreement materially similar to the attached agreement, and further recommends that the Board authorize the Fire Chief or his designee to negotiate, execute and administer an agreement with the next lowest responsible and responsive bidder if, after having bargained in good faith, the District is unable to reached an agreement with L1R dba Level 1 Roofing.

Submitted by:


Joe Eachus (Sep 2, 2026 15:30:48 PDT)
Joe Eachus
Manager – Facilities Division

Approved by:


Adam Mitchell (Sep 2, 2026 15:54:58 PDT)
Adam Mitchell
Acting Fire Chief

ATTACHMENTS:

Attachment 1: Resolution
Attachment 2: Agreement



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT APPROVING A CONTRACT AWARD FOR THE HEADQUARTERS ROOF REPLACEMENT

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

WHEREAS, the District issued Request for Bids (RFB) 26-10 Headquarters Roof Replacement to solicit bids for the complete roof replacement of the District's headquarters building; and

WHEREAS, L1R dba Level 1 Roofing was the lowest responsible and responsive bidder; and

WHEREAS, the District desires to award a contract for the performance of this project to L1R dba Level 1 Roofing.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District does hereby approve the contract award to L1R dba Level 1 Roofing for the complete roof replacement of the District's headquarters building and authorizes the Fire Chief or his designee to negotiate, execute, and administer an agreement with the lowest responsible bidder or with the next lowest responsible and responsive bidder if, after having bargained in good faith, the District is unable to conclude a final agreement with L1R dba Level 1 Roofing.

PASSED, APPROVED AND ADOPTED this 10th day of September 2026. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

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

**SACRAMENTO METROPOLITAN FIRE DISTRICT
PUBLIC WORKS PROJECT AGREEMENT – HEADQUARTERS ROOF REPLACEMENT**

This Agreement is by and between the Sacramento Metropolitan Fire District ("DISTRICT"), and L1R dba Level 1 Roofing ("CONTRACTOR"), hereinafter collectively referred to as the "Parties". This Agreement will be effective upon final execution by the Parties as of the date of the last signature appearing in part 59.

RECITALS

WHEREAS, the DISTRICT is the owner of certain real property located at 10545 Armstrong Avenue, Mather, CA 95655; and

WHEREAS, the DISTRICT issued Request for Bids (RFB) 26-10 Headquarters Roof Replacement; and

WHEREAS, the CONTRACTOR submitted a bid in response to RFB 26-10 and was determined to be the lowest responsive and responsible bidder for the location(s) identified above; and

WHEREAS, the DISTRICT requires the removal and installation of a complete roofing system at the location identified above ("Project"); and

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

NOW, THEREFORE, the Parties agree as follow;

1. **HEADINGS**

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

2. **EXHIBITS**

Exhibits A and B are attached hereto and included by reference.

3. **CONTRACT DOCUMENTS**

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

- a) This Agreement, any amendments hereto, and any change orders signed by authorized representatives of the DISTRICT and the CONTRACTOR
- b) Exhibit A: Scope of Work
- c) RFB 26-10
- d) CONTRACTOR's response to RFB 26-10

4. **INTERPRETATION OF CONTRACT DOCUMENTS**

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

5. **SCOPE OF WORK**

The CONTRACTOR agrees to perform all services described in Exhibit A, in accordance with the Contract Time described in Section 6.0, for payment pursuant to Exhibit B, and in accordance with the terms and conditions of this Agreement and those described in the District's RFB 26-10 Headquarters Roof Replacement, incorporated herein by reference.

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

6. **CONTRACT TIME**

The CONTRACTOR must complete the Project in accordance with the Contract Documents within 20 calendar days from the date of this Agreement ("Contract Time"), and in coordination with the DISTRICT's Project schedule. The CONTRACTOR represents to the DISTRICT that the Contract Time is reasonable for completing the Project and that the CONTRACTOR is able to complete the Project within the Contract Time. Remedies for failure to timely complete the Project shall be in accordance with the Contract Documents.

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

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

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

7. **CONTRACT PRICE**

As full compensation in consideration of completion of the Project in accordance with the Contract Documents, and in consideration of the fulfillment of all of the CONTRACTOR's obligations under the Contract Documents, the DISTRICT will pay to the CONTRACTOR in lawful money of the United States the total price of \$447,600.00.

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

8. **TAXES**

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

9. **INDEPENDENT CONTRACTOR**

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

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

The CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or

annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees, and the CONTRACTOR agrees to indemnify and hold the DISTRICT harmless from any and all liability which the DISTRICT may incur because of the CONTRACTOR's failure to pay such amounts.

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

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

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

10. **CONFLICT OF INTEREST**

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

11. **ANTI-CORRUPTION/ANTI-FRAUD**

Each Party (DISTRICT and CONTRACTOR) agrees not to make, authorize, offer, or promise to make or give any money or any other thing of value, directly or indirectly, to any current or former government official or employee, candidate for political office, or an official of a political party, or any employee, director or consultant of a non-government client or potential client, for the purpose of securing any improper or unfair advantage or obtaining or retaining business in connection with the activities contemplated hereunder or for the purpose of improperly inducing or rewarding favorable treatment or advantage in connection with this Agreement. Each Party agrees to immediately notify the other of any request that it receives to take any action that might constitute, or be construed as, a violation of the anti-corruption and anti-bribery laws.

The Contractor shall desist, and shall ensure that each of its subcontractors and agents desist, from all practices that may lead to penal liability due to fraud or embezzlement, bribery, acceptance of bribes, or other corruption crimes on the part of persons employed by Contractor or its subcontractors or agents. The Contractor warrants that it has not committed any of the aforementioned acts nor has it been the subject of any relevant investigation or inquiry.

12. **ELIGIBILITY**

CONTRACTOR certifies and acknowledges that it is subject to the provisions of California Labor Code Sections 1777.1 and 1777.7 regarding eligibility to perform work on public works contracts. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Project. The CONTRACTOR shall hold harmless and indemnify the DISTRICT from and against any and all damages, costs, and liability arising from any violation of or provision relating to Public Contract Code Section 6109.

13. **INDEMNIFICATION**

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

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

The DISTRICT shall not be liable or responsible for any accidents, loss, injury (including death) or damages happening or accruing during the term of the performance of the work herein referred to or in connection therewith, to persons and/or property, and the CONTRACTOR shall fully indemnify, defend and hold harmless the DISTRICT and protect the DISTRICT from and against the same as provided above. In addition to the liability imposed by law upon the CONTRACTOR for damage or injury (including death) to persons or property by reason of the negligence of the CONTRACTOR, its officers, agents, employees, or subcontractors, which liability is not impaired or otherwise affected hereby, the CONTRACTOR shall defend, indemnify, hold harmless, release and forever discharge the DISTRICT, its officers, directors, officials, employees, consultants, and volunteers from and against and waive any and all responsibility of same for every expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any negligent act, omission, or willful misconduct of the CONTRACTOR, its officers, agents, employees, or any of its subcontractors, or anyone directly or indirectly employed by either of them or from the condition of the premises or any part of the premises while in control of the CONTRACTOR, its officers, agents, employees, or any of its subcontractors or anyone directly or indirectly employed by either of them, arising out of the performance of the work called for by this Agreement. The CONTRACTOR agrees that this indemnity and hold harmless shall apply even in the event of negligence of the DISTRICT, its officers, directors, officials, employees, consultants, and volunteers regardless of whether such negligence is contributory to any claim, demand, loss, damage, injury, expense, and/or liability; but such indemnity and hold harmless shall not apply (i) in the event of the sole negligence of the DISTRICT, its officers, directors, officials, employees, consultants, and volunteers; or (ii) to the extent that the DISTRICT shall indemnify and hold harmless the CONTRACTOR for hazardous materials pursuant to the Contract Documents.

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

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

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

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

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

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

14. **LIMITATION OF LIABILITY**

Under no circumstances will the CONTRACTOR be entitled to consequential damages for any loss of profit or damage to reputation. Under no circumstances will the CONTRACTOR be entitled to limit special or consequential damages claimed by the DISTRICT. The DISTRICT shall have all remedies available under California law in the event of breach of this Agreement by CONTRACTOR.

15. **NON-DISCRIMINATION**

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the DISTRICT's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or state constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the DISTRICT or in the employment practices of the DISTRICT's contractors. Accordingly, the CONTRACTOR will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

16. **INSURANCE**

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

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

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

Automobile Liability

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

Workers' Compensation and Employer's Liability

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

Additional Insured

- a) The DISTRICT, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds on the CONTRACTOR's General Liability and Auto Policy as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR, products and completed

operations of the CONTRACTOR, premises owned, occupied or used by the CONTRACTOR, or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the DISTRICT, its officers, directors, officials, employees, or volunteers.

Primary & Non-Contributory

- a) Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the DISTRICT before the DISTRICT's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

Certificates of Insurance shall be sent to:

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

17. REVIEW OF CONTRACT DOCUMENTS

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

18. ITEMS NECESSARY FOR COMPLETION OF THE PROJECT

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

19. OWNERSHIP OF DOCUMENTS

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

20. CONFIDENTIALITY

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

21. **COMPLIANCE WITH APPLICABLE CODE REQUIREMENTS**

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

- a) All laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over the DISTRICT, the CONTRACTOR, any subcontractor, the Project, the Project site(s), the Scope of Work, or the prosecution of the Scope of Work;
- b) All requirements of any insurance company issuing insurance required hereunder;
- c) The Federal Occupational Safety and Health Act (OSHA) and all other applicable code requirements relating to safety;
- d) Applicable titles in the State of California Code of Regulations;
- e) Applicable sections in the State of California Labor Code;
- f) All applicable code requirements relating to nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day.

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

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

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

22. **CONFORMITY WITH LAW AND SAFETY**

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

23. **SAFETY OF PERSONS AND PROPERTY**

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

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

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

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

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

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

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

24. **USE OF DISTRICT PROPERTY**

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

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

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

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

26. **STAGING**

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

bring power to the site. The CONTRACTOR shall also be responsible for the cost of all temporary construction and facilities necessary for the Project site(s).

27. **RIGHT OF ACCESS**

The DISTRICT and its authorized representatives will at all reasonable times while such office facilities are located at the Project site(s) (including, at a minimum, all times during which the work is performed), have access to any such site office facilities used by the CONTRACTOR and/or its subcontractors. With respect to the right of access of the DISTRICT and its authorized representatives, neither the CONTRACTOR nor its subcontractors shall have a reasonable expectation of privacy pursuant to the Fourth Amendment to the United States Constitution or other applicable law concerning such site office facilities used by the CONTRACTOR and/or its subcontractors. Without exception, any and all Project related materials located at such site office facilities will be deemed at all times to be DISTRICT property subject to inspection and copying by the DISTRICT and its authorized representatives at all reasonable times while such facilities are located at the Project site(s) (including, at a minimum, all times during which the work is performed). Any interference by the CONTRACTOR or its subcontractors with the DISTRICT's rights of access and/or ownership pursuant to this section will constitute a material breach of the Agreement subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

28. **WORK HOURS**

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

29. **PARKING**

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

30. **PERSONNEL**

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

31. **SUBCONTRACTING**

By execution of this Agreement, the CONTRACTOR certifies that no subcontractor included on the list of proposed subcontractors included in CONTRACTOR's response to RFB 26-10 is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on the Project. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. The CONTRACTOR shall ensure that no debarred subcontractor receives any public money for performing the Project, and any public money that may have been paid to a debarred subcontractor for the Project is returned to the DISTRICT. The CONTRACTOR shall be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to perform on the Project.

The Agreement and the performance of the Project are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at California Public Contract Code Section 4100 and following. If the CONTRACTOR fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Project in excess of 0.5% of the Contract Value, the CONTRACTOR agrees that the CONTRACTOR is fully qualified to perform that portion of the Project with the CONTRACTOR's own forces,

and that the CONTRACTOR will perform that portion of the Project with the CONTRACTOR's own forces. If, after the execution of this Agreement, the CONTRACTOR subcontracts, except as provided for in California Public Contract Code Sections 4107 or 4109, any such portion of the Project, the CONTRACTOR will be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111, including cancellation of the Agreement, assessment of a penalty of up to 10% of the amount of the subcontract, and disciplinary action by the Contractors State License Board.

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

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

32. **PAYMENT TO SUBCONTRACTORS**

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

33. **RIGHT TO REFUSE PERSONNEL**

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

34. **PREVAILING WAGE**

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

The CONTRACTOR shall comply and shall ensure that all subcontractors, at any tier, comply with prevailing wage law pursuant to the State of California Labor Code, including but not limited to Section 1720 et seq. of the State of California Labor Code. Compliance with these sections is required by the Agreement. The

work under the Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations (DIR).

The DIR has ascertained the general prevailing per diem wage rates in the locality in which the work is to be performed for each craft, classification, or type of worker required to perform the work. The CONTRACTOR shall post a copy of the general prevailing per diem wage rates as well as job site notices as prescribed by regulation at the Project site(s). By this reference, such schedule is made part of the Contract Documents. The CONTRACTOR shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by the CONTRACTOR in the execution of the Project. The CONTRACTOR shall cause all subcontracts, at any tier, to include the provision that all subcontractors shall pay not less than the prevailing rates to all workers employed by subcontractors in the execution of the Project.

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

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

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

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

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

35. **CERTIFIED PAYROLL**

In accordance with California Labor Code, the CONTRACTOR and all subcontractors engaged in performance of the Project, shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Project. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

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

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

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

36. **CHANGE ORDERS**

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

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

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

Indirect costs for a subcontractor added under a change order if the subcontractor performed the work may not exceed an allowance of fifteen (15) percent of the total subcontractor direct costs added under the change order. Indirect costs for the CONTRACTOR added under a change order if a subcontractor performs the work shall not exceed seven (7) percent of the sum of the subcontractor's direct costs and indirect costs.

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

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

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

37. DELAY

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

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

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

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

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

governmental agency of competent jurisdiction of any government act or regulation, or enforcement by the DISTRICT of any provisions of the Agreement.

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

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

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

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

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

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

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

39. **SUSPENSION BY DISTRICT FOR CONVENIENCE**

The DISTRICT may, at any time and from time to time, without cause, order the CONTRACTOR, in writing, to suspend, delay, or interrupt the Project in whole or in part for such period of time, up to ninety (90) days,

as the DISTRICT may determine, with such period of suspension to be computed from the date of delivery of the written order. Such order shall be specifically identified as a "Suspension Order" under this section. The Project may be stopped for such further period as the Parties may agree. Upon receipt of a Suspension Order, the CONTRACTOR shall, at the DISTRICT's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Project covered by the Suspension Order during the period of stoppage. Within ninety (90) days after the issuance of the Suspension Order, or such extension to that period as is agreed upon by the CONTRACTOR and the DISTRICT, the DISTRICT shall either cancel the Suspension Order or delete the work covered by such Suspension Order by issuing a change order.

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

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

40. **SUBSTANTIAL COMPLETION**

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

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

41. **PUNCH LIST**

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

42. **FINAL COMPLETION**

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

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

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

Before the DISTRICT determines Final Completion, the CONTRACTOR must:

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

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

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

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

43. **GUARANTY**

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

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

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

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

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

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

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

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

44. **ASSURANCE OF PERFORMANCE**

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

45. **TERMINATION BY CONTRACTOR FOR CAUSE**

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

- a) Provided that the DISTRICT has not commenced reasonable action to remove any order of a court within the ninety (90) day period, the Project is stopped for ninety (90) consecutive days, through no act or fault of the CONTRACTOR, any subcontractor, or any employee or agent of the CONTRACTOR or any subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
- b) The DISTRICT fails to perform any material obligation under the Contract Documents and fails to cure such default within thirty (30) days, or the DISTRICT has not commenced to cure such default within thirty (30) days where such cure will require a reasonable period beyond thirty (30) days and diligently prosecutes the same to completion, after receipt of notice from the CONTRACTOR stating the nature of such default.
- c) Repeated suspensions by the DISTRICT, other than such suspensions as are agreed to by the CONTRACTOR, which constitute in the aggregate more than 20% of the Contract Time.

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

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

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

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

46. **TERMINATION BY DISTRICT FOR CAUSE**

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

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

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

- a) The CONTRACTOR persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Project in accordance with the Contract Documents.
- b) The CONTRACTOR fails to make prompt payment of amounts properly due subcontractors after receiving payment from the DISTRICT.
- c) The CONTRACTOR disregards applicable code requirements.
- d) The CONTRACTOR persistently or materially fails to execute the Project in accordance with the Contract Documents.
- e) The CONTRACTOR is in default of any other material obligation under the Contract Documents.
- f) The CONTRACTOR persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to in above, the DISTRICT may, at its election and by notice to the CONTRACTOR, terminate this Agreement and take possession of the Project site(s) and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR; accept the assignment of any or all of the subcontracts; and then complete the Project by

any method the DISTRICT may deem expedient. If requested by the DISTRICT, the CONTRACTOR shall remove any part or all of the CONTRACTOR's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site(s) within seven (7) days of such request; and if the CONTRACTOR fails to do so, the DISTRICT may remove or store, and after ninety (90) days sell, any of the same at the CONTRACTOR's expense.

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

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

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

47. **TERMINATION BY DISTRICT FOR CONVENIENCE**

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

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

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

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

Upon such termination, the DISTRICT shall pay to the CONTRACTOR the amount of the contract value allocable to the portion of the Project properly performed by the CONTRACTOR as of the date of termination, less sums previously paid to the CONTRACTOR.

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

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

In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. The CONTRACTOR or the DISTRICT may demand in writing an informal meet and confer conference to attempt to settle any matter in dispute. If the Parties are unable to settle the dispute, the matter shall be submitted to mediation, pursuant to the terms of California Public Contract Code 9204(d)(2)(B). Pending resolution of this dispute, the CONTRACTOR agrees to continue the Project diligently to completion. If the dispute is not resolved, the CONTRACTOR agrees it shall neither rescind this Agreement

nor stop the progress of the Project. If the matter is not resolved after mediation, the CONTRACTOR's sole remedy shall be to submit such controversy to binding arbitration. Such arbitration shall be conducted in accordance with California Code of Civil Procedure 1280-1294.4 which provisions are expressly incorporated herein. The prevailing party shall be entitled, as part of its costs, to a reasonable attorney's fee to be fixed by the court or the arbitrator.

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

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

50. **CLAIMS**

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

- a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be delivered within twenty-one (21) calendar days after the occurrence of the event giving rise to such claim or within twenty-one (21) calendar days after the claimant first recognizes the condition giving rise to the claim, whichever is later. Failure to submit a claim within the specified time frame shall be reason to reject the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- b) For claims of less than fifty thousand dollars (\$50,000), the DISTRICT shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the DISTRICT may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the DISTRICT and the CONTRACTOR. The DISTRICT's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information, whichever is greater.
- c) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the DISTRICT shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the DISTRICT may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the DISTRICT and the CONTRACTOR. The DISTRICT's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information or requested documentation, whichever is greater.
- d) If the CONTRACTOR disputes the DISTRICT's written response, or the DISTRICT fails to respond within the time prescribed, the CONTRACTOR may so notify the DISTRICT, in writing, either within fifteen (15) days of receipt of the DISTRICT's response or within fifteen (15) days of the DISTRICT's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the DISTRICT shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- e) Following the meet and confer conference, if the claim or any portion remains in dispute, the CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the CONTRACTOR submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer

process, including any period of time utilized by the meet and confer process.

- f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

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

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

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

51. **CHOICE OF LAW AND VENUE**

The CONTRACTOR agrees that if a dispute arises in the performance of this Agreement the laws of the State of California will govern. Venue for any legal action arising out of this Agreement shall be in the Superior Court for the State of California, County of Sacramento.

52. **ENTIRE AGREEMENT**

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

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

53. **ACCESS AND RETENTION OF RECORDS**

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

54. **RIGHT TO AUDIT**

The DISTRICT reserves the right to audit CONTRACTOR's books, accounts, and records related to the performance of this Agreement. Such audits may be conducted by the DISTRICT or its authorized representatives at reasonable times during normal business hours upon providing 30 days' written notice to CONTRACTOR. The purpose of such audits is to ensure compliance with the terms of this Agreement and to verify the accuracy of CONTRACTOR's performance.

55. **MODIFICATION OF AGREEMENT**

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

56. **SEVERABILITY**

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

57. **SUCCESSORS AND ASSIGNS**

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

58. **NOTICES**

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To DISTRICT:

Sacramento Metropolitan Fire District
Attn: Clarence Eachus, Facilities Manager
10545 Armstrong Avenue, Suite 200
Mather, CA 95655

To CONTRACTOR:

[Company Name]
Attn:
[Address]
[Address]

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

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

59. **SIGNATORIES**

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

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

DISTRICT:

CONTRACTOR:

Adam A. House, Fire Chief

Name, Title

Date: _____

Date: _____

EXHIBIT A
Scope of Work

1. General Conditions

- A. The Scope of Work, including specifications detailed below, are to be treated by the Contractor as documents that indicate the general scope of the Project in terms of the District's Project criteria and an outline of the major elements. This Scope of Work does not necessarily indicate or describe all items required for the proper completion of the Project, but it is to be understood that the intent is a complete Project in every respect.
- B. The Contractor shall provide all services, tools, apparatus, materials, equipment, facilities, labor, and skill necessary to complete the Project in a good and workman like manner and in accordance with applicable law. Any other item necessary or required for the Project, such as the insurance required to be carried by Contractor; travel costs of Contractor; disposal of waste materials; fees of testing laboratories, royalties and licenses, if any, are the responsibility of the Contractor.
- C. Contractor shall provide all services necessary for obtaining and satisfying permitting requirements including, but not limited to, any required Title-24 calculations, asbestos surveys (if required), and submission of permit applications and required documents for permit issuance. Inspections required during the course of construction shall be arranged by the Contractor as required. Upon completion of the Project, the Contractor shall furnish the District with certificates of inspection. The District will pay any applicable permit fees directly to the permitting agency upon notification by the Contractor.
- D. Contractor shall be responsible for all Authority Having Jurisdiction (AHJ) inspections and completing any corrections noted. Corrections required by any AHJ or the Metro Fire Facilities Manager due to improper installation or use of improper materials or practices shall be paid for by the Contractor.
- E. If Contractor discovers or suspects asbestos, lead-based paint, or other known hazardous substances/materials in the area affected by the Project, Contractor shall STOP WORK IMMEDIATELY. Contractor shall verbally notify the Metro Fire Facilities Manager of these findings immediately and confirm verbal notification in writing within 24 hours. Continuation of work shall not commence until Contractor has been authorized to do so in writing by the Metro Fire Facilities Manager. Should it become necessary to terminate the Project, Contractor shall be compensated only for work in progress or actually completed to Metro Fire Facilities Manager's satisfaction. No payment will be made for delay or lost profits anticipated for uncompleted work. Failure to notify Metro Fire's Facilities Manager of the discovery of asbestos, lead-based paint, or other hazardous substances/materials may result in immediate termination of the Agreement. Contractor shall be responsible for all damages arising from failure to disclose the discovery of any hazardous substances.
- F. Contractor is responsible for protecting existing structures from damage. The District shall walk the Project with the Contractor to review existing conditions prior to the start of any work, and Contractor shall document such conditions in writing and provide this document to the District prior to the commencement of work. Contractor shall restore to original condition, all surfaces damaged during accessing the areas of work at its sole expense. Repair efforts shall be performed in a manner that ensures that all warranties are maintained for any products that are damaged. Repair efforts shall include the full costs for all required labor and materials.
- G. Materials shall be delivered to the job site in manufacturer's original unopened packages, clearly

labeled with the manufacturer's name and identification numbers. Materials shall be stored in strict accordance with the manufacturer's printed storage requirements and protected from adverse weather conditions. Material shall be handled in such a manner as to prevent damage. Damaged materials shall be replaced at Contractor's sole expense.

- H. Contractor shall be responsible for delivery, storage, protection and placing of all equipment and materials. Equipment and materials stored and installed at the job site shall be covered and protected from all dust, water, weather, or other potentially damaging exposures
- I. Contractor shall provide and ensure weather protection through the duration of the project. Contractor will be responsible for any subsequent damage and be responsible for the repair of such damage for failing to provide such protections.
- J. Roofing shall not be installed during high winds or inclement weather, or when there is ice, frost, moisture, or visible dampness on the substrate surface.
- K. Contractor shall provide and use appropriate safety materials and measures to ensure the safety of those that may enter or come near the project site including, but not limited to, members of the public, District personnel, Contractor and subcontractor employees, inspectors, etc.
- L. Contractor shall designate a Project Safety Person and identify this project to the Metro Fire Facilities Manager. Contractor shall conduct safety briefings daily and proper safety equipment shall be worn at all times.
- M. Contractor shall provide a Worksite Supervisor daily until the Project is complete.
- N. The Contractor shall coordinate the scheduling of all work with the District. Within ten (10) days following the execution of the contract, the Contractor shall provide to the District a Project schedule including milestones and critical path activities. The Contractor shall coordinate Project commencement and site access with the District.
- O. Work shall commence no earlier than 0700 each day. Prior approval from the Metro Fire Facilities Manager is required if work is required outside of the designated hours.
- P. The Contractor is solely responsible for confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating the work with that of other trades and performing all work in a safe and satisfactory manner, in accordance with all applicable codes and regulations.
- Q. Contractor parking and staging areas will be determined by the Metro Fire Facilities Manager.
- R. Metro Fire Headquarters is an active public building. Thus equipment, materials, and debris shall not interfere with business operations. Contractor shall not block and will protect all egress areas. Any exceptions require the express permission of the Metro Fire Facilities Manager.
- S. Contractor shall ensure construction generated debris is removed and properly and legally disposed of during the course of and upon completion of the Project.
- T. At the end of each day, Contractor shall ensure that all drains are in proper working order and that drain lines are unrestricted before leaving the work site.

- U. Contractor shall provide sanitary restroom and wash station facilities for its employees in the staging area with regular waste removal.
- V. Contractor shall provide the District with a minimum five (5) year written warranty on all labor, materials, and equipment upon final completion of the Project.

2. Specifications

A. Metro Fire Headquarters, 10545 Armstrong Ave., Mather, CA 95655

Contractor shall:

- i. Remove the existing built-up-roof system, including all coping, and haul all debris offsite. This includes any necessary crane operations.
- ii. Remove and replace all skylights.
- iii. Remove and replace all damaged roof plywood substrate as needed.
- iv. Install a single layer of 2-inch Polyisocyanurate insulation on the current roof deck, following the manufacturer's specifications.
- v. Install tapered insulation cricket systems to guide water toward drains where needed.
- vi. Furnish and install 60mil TPO single-ply membrane, secured as per the manufacturer's instructions.
- vii. Fully adhere 60mil TPO membrane up the parapet walls to the exterior edge.
- viii. Install new HVAC base flashings at equipment curbs and install new pipe flashings at all relevant roof penetrations. Flashing installations shall be performed in coordination with the roof membrane installation as the work progresses, ensuring a complete, watertight roofing system and compliance with the manufacturer's complete system warranty standards.
- i. Furnish and install TPO walk pads at all HVAC units and designated roof-access areas.
- ix. Furnish and install new sheet-metal coping with continuous cleat around the entire roof perimeter.
- x. Provide a 20-year system warranty from the manufacturer upon Project completion.
- xi. Provide, erect, maintain, and subsequently remove a fully compliant, exterior modular scaffolding stair tower to serve as the sole roof access point for the two-story building. To ensure building security and safety, all Contractor and subcontractor personnel are strictly prohibited from using the interior building roof access hatch. The Contractor is fully responsible for sourcing all equipment, utilizing heavy-duty mudsills and screw jacks

to safely stabilize the tower on the existing surface, and equipping the base of the tower with a lockable security door or gate to completely secure the structure during non-work hours and overnight.

EXHIBIT B
Payment Terms

1. CONTRACT PRICE

As full compensation in consideration of completion of the Project in accordance with the Contract Documents, and in consideration of the fulfillment of all of the CONTRACTOR's obligations under the Contract Documents, the DISTRICT will pay to the CONTRACTOR in lawful money of the United States the total price of **\$447,600**.

2. PAYMENT TERMS

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

- A. Basis of Payment. Payment shall be made for work actually performed on a percent completed basis. Applications for payment shall specify the percentage of completion as to each milestone that is subject to the application, and no advance payment shall be made for the goods or services furnished by the CONTRACTOR pursuant to the Agreement. The CONTRACTOR shall accept a purchase order from the DISTRICT with Net 45-day payment terms from the date of the application for payment.
- B. Applications for Payment. Applications for payment shall be provided to the DISTRICT no less than monthly once work on the Project has commenced. To be eligible for payment, the CONTRACTOR's applications for payment shall include a copy of internal certified payroll reports from the CONTRACTOR and any subcontractors, and all necessary supporting documentation (such as fringe benefits statement), prepared in accordance with California Labor Code Section 1776 and the Agreement for each employee of the CONTRACTOR and any subcontractors engaged in the performance of the Project during the preceding months. The certified payroll records shall be on the forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. Separately, the CONTRACTOR and all subcontractors shall also submit their certified payroll records directly to the Labor Commissioner using the DIR's data-driven electronic Certified Payroll Record (eCPR) reporting system as required by the Agreement. Applications for payment will not be processed without the required internal certified payroll reports and verification that such certified payroll reports have been uploaded to the DIR as described herein. Copies of submitted eCPRs may be provided to the DISTRICT as a supplement to the required internal certified payroll reports, but in no way shall be considered a substitute for the required internal certified payroll reports. Failure to comply with these requirements or to provide an application for payment in conformance with this section may delay payment.
- C. Final Payment. The DISTRICT shall pay the CONTRACTOR's final application for payment and release retention in accordance with applicable law and this section, following acceptance of the Project provided that:
 - 1) The CONTRACTOR has furnished satisfactory evidence that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the DISTRICT.
 - 2) No claim has been presented to the DISTRICT by any person based upon any acts or omissions of the CONTRACTOR or any subcontractor engaged in the performance of the Project.
 - 3) No other claim or dispute exists under the Agreement or applicable law concerning payment of the CONTRACTOR's final invoice and/or release of the Agreement retention.
 - 4) The CONTRACTOR's application for final payment contains a written waiver of all claims against the DISTRICT of which the CONTRACTOR may not yet have asserted at the time of the submission of the application for final payment.

 METRO FIRE

Critical Issues: EMS Continuum of Care

Board of Directors Update September 10, 2026

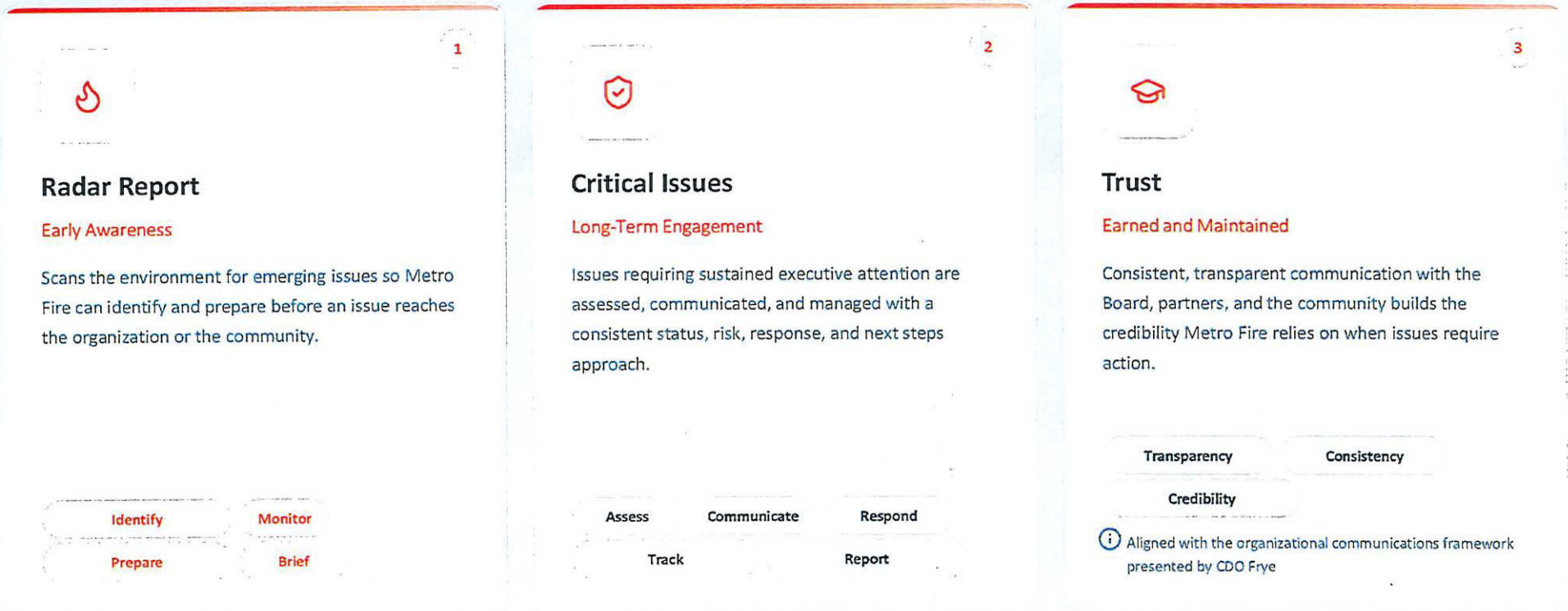
ASSISTANT CHIEF JON RUDNICKI

BATTALION CHIEF BRYAN DUPERTUIS

DIRECTOR of GOVERNMENT AFFAIRS KYLE MACDONALD

CRITICAL ISSUES | 2026

Critical Issues Framework: From Radar to Response



Applying Critical Issues to EMS

*“Metro Fire is addressing EMS challenges as **interconnected components** of the Continuum of Care — using one framework to identify issues, assess impact, **communicate significance**, track status, and establish next steps.”*



One Framework, Consistent Application

Each issue is documented with current status, risk, Metro Fire response, and next steps, so leadership and the Board see the same picture every time.



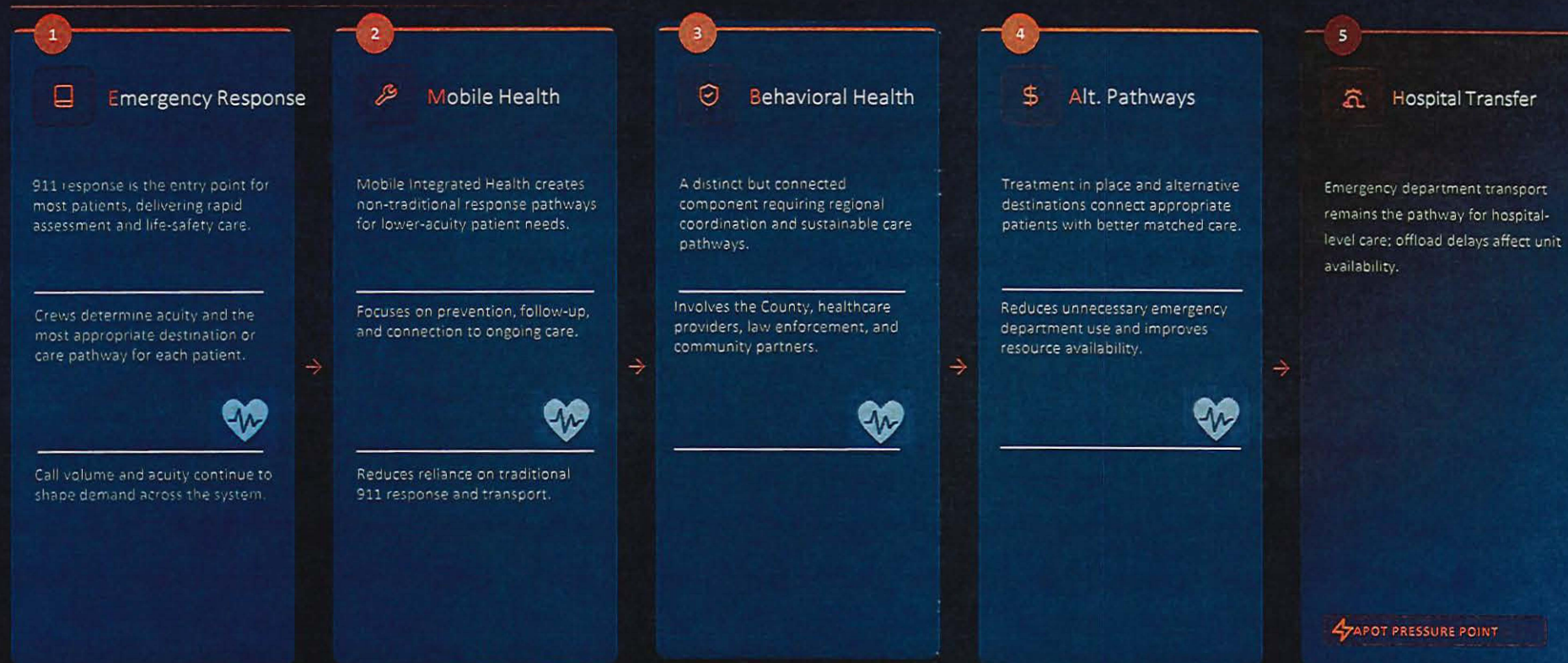
From Awareness to Action

The framework keeps significant issues visible, actionable, and reportable as conditions across the EMS system continue to change.

EMS CONTINUUM OF CARE

Five Connected Points of the Continuum

The objective is to connect patients with the right resource, at the right time, at the right point in the continuum.



APOT Status and Response



Current Status

Improving performance · Delays persist

STATUS

Regional coordination and hospital engagement have reduced offload times from peak levels, but extended waits still occur during periods of high hospital census.



Risk to the System

Ambulance availability · Response reliability

RISK

Time spent waiting at hospitals removes ambulances from the response system, reducing unit availability and placing added pressure on overall EMS capacity.



Metro Fire Response

Data monitoring · Hospital partnership · Advocacy

RESPONSE

Metro Fire tracks offload performance, works directly with hospital partners and the county EMS agency, and elevates APOT as a system-level issue requiring shared solutions.



Next Steps

Monitoring · Reporting · Regional solutions

NEXT STEPS

Continue performance reporting, pursue regional solutions that shorten offload intervals, and keep the Board informed of trends affecting response reliability.

MOBILE INTEGRATED HEALTH

 METRO FIRE

Mobile Integrated Health



Current Status

Alternative response and care pathways

STATUS

Mobile Integrated Health extends the traditional EMS model by matching patients with clinicians and resources beyond a traditional 911 ambulance response.



Risk to the Model

Funding · Reimbursement · Staffing capacity

RISK

Without durable funding and reimbursement pathways, program capacity remains limited even as demand for alternatives to emergency department care continues to grow.



Metro Fire Response

Program development · Partnerships · Outcome data

RESPONSE

Metro Fire continues to build MIH capability, partner with healthcare providers, and measure outcomes that demonstrate value for patients and for the EMS system.



Next Steps

Evaluation · Funding strategy · Expansion

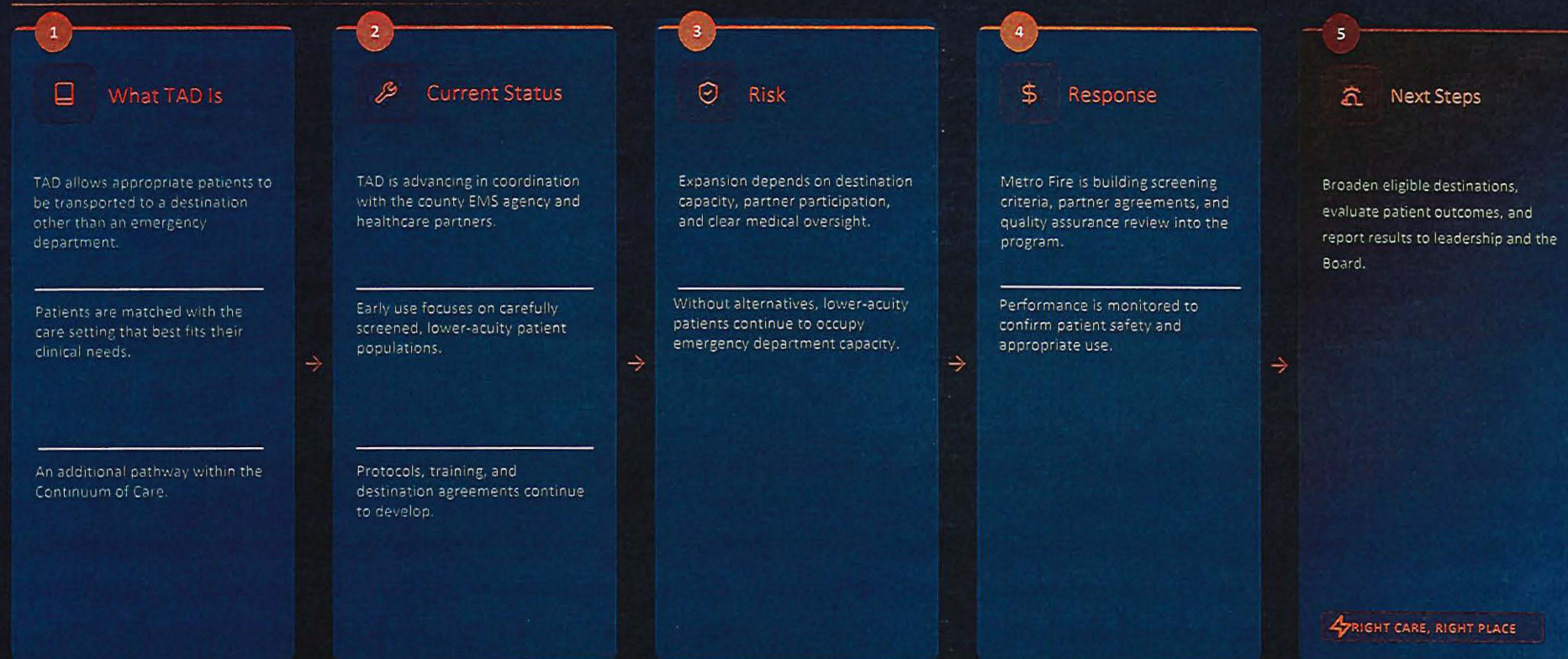
NEXT STEPS

Evaluate program performance, pursue sustainable funding, and expand MIH to the patient populations where it delivers the greatest benefit.

TAD: ALTERNATIVE PATHWAYS TO CARE

Alternative Pathways Within the Continuum

Transport Alternative Destination gives appropriate patients a care pathway better matched to their needs than automatic emergency department transport.



 CRITICAL ISSUE

REGIONAL COORDINATION

Behavioral Health **Response**

*"Behavioral health is a **distinct but interconnected** component of the Continuum of Care, requiring **regional collaboration** and sustainable pathways that address patient needs while appropriately deploying emergency resources."*



Status and Risk

Demand for behavioral health response continues to exceed available community capacity, drawing emergency resources into calls better served by clinical partners.



Metro Fire Response and Next Steps

Metro Fire continues to pursue regional collaboration with the County, healthcare providers, and law enforcement, and to advocate for sustainable care pathways.

Commitment to the Community



MOVING ISSUES FROM AWARENESS TO ACTION



STEP 01

Identify & Assess

Use the Critical Issues Framework to surface emerging trends and evaluate risk and status

STEP 02

Coordinate & Align

Coordinate response and align executive messaging across Metro Fire and regional partners

STEP 03

Engage & Advocate

Engage regional partners and advocate for policy and funding solutions

STEP 04

Measure & Report

Measure progress and report results to leadership and the Board



Metro Fire — Strengthening the EMS Continuum of Care.

• Critical Issues • EMS / Continuum of Care



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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

DATE: September 10, 2026
TO: Board of Directors
SUBJECT: Amendment to Capital Improvement Program Plan FY 2026/27 – 2030/31

TOPIC

Request to amend the Capital Improvement Program Plan for FY 2026/27 – 2030/31.

BACKGROUND

On June 11, 2026, the Sacramento Metropolitan Fire District's (District) Board of Directors adopted Resolution 2026-040 to adopt the Capital Improvement Program Plan (CIP) for FY 2026/27 – 2030/31, which authorized the implementation or continuation of forty-five (45) capital projects totaling \$160,427,540.

DISCUSSION

As part of the District's final budgeting process, the CIP has been amended to reflect updates to projects recommended for funding in FY2026/27, and revised appropriations for several projects based on changes to actual costs or new cost estimates.

Changes include \$819,272 in cost increases for actual costs or revised estimates and an additional carryover project totaling \$22,000. These increases are offset by \$704,762 in reductions to reflect FY 2025/26 year-end actuals and completed projects, and \$308,875 in reductions for actual costs or revised cost estimates.

FISCAL IMPACT

The changes described above result in a net reduction of \$172,365 to the CIP Budget for FY 2026/27. All applicable changes are reflected in the proposed FY 2026/27 Final Budget.

RECOMMENDATION

Staff recommends the Board adopt the attached resolution to amend the Capital Improvement Program Plan for FY 2026/27 – 2030/31.

Submitted by:

Erin Castleberry
Administrative Analyst

Approved by:

Jeff Frye
Chief Development Officer

ATTACHMENTS:

Attachment 1: Resolution Amending the Capital Improvement Program Plan FY 2026/27 – 2030/31

Attachment 2: Capital Improvement Program Plan FY 2026/27 – 2030/31 (amended)



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2026-XXX

A RESOLUTION AMENDING THE CAPITAL IMPROVEMENT PROGRAM PLAN FY 2026/2027 – 2030/2031

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

WHEREAS, on June 11, 2026, the District adopted Resolution 2026-040 to approve the Capital Improvement Program Plan for FY 2026/27 – 2030/31 (CIP Plan), which recommended the funding of 45 capital projects; and

WHEREAS, in accordance with the District's Capital Improvement Program Policy, the District has prepared an amended CIP Plan for FY 2026/27 – 2030/31 which reflects changes identified during the preparation of the District's Final Budget for FY 2026/27; and

WHEREAS, the FY 2026/27 Final Budget reflects revised appropriations for the funding of 45 approved capital projects for FY 2026/27.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District does hereby adopt the amended CIP Plan for FY 2026/27 – 2030/31 and authorize revised appropriations for the approved capital projects for FY 2026/27.

PASSED, APPROVED AND ADOPTED this 10th day of September, 2026. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

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



Capital Improvement Plan FY 2026/27 – FY 2030/31 (Amended)

**Presented by:
Planning & Development**

September 10, 2026



REVIEW PROCESS

Project Revisions

Completed Projects
New Carryovers
Added Projects
Scope Changes

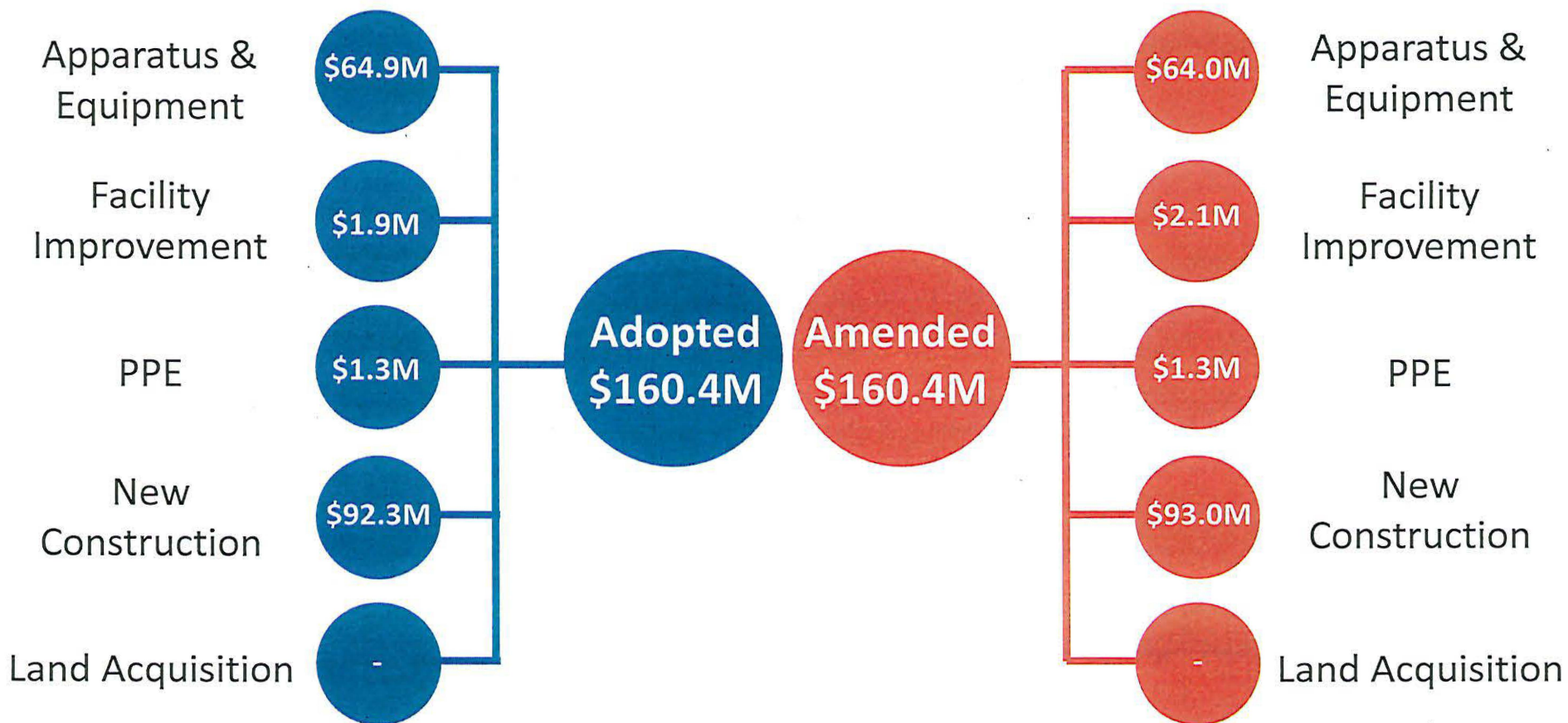
Cost Revisions

Year-End Actuals
Confirmed Costs
Revised Estimates
Deferred Costs
Cost Reallocations



COST REVISIONS

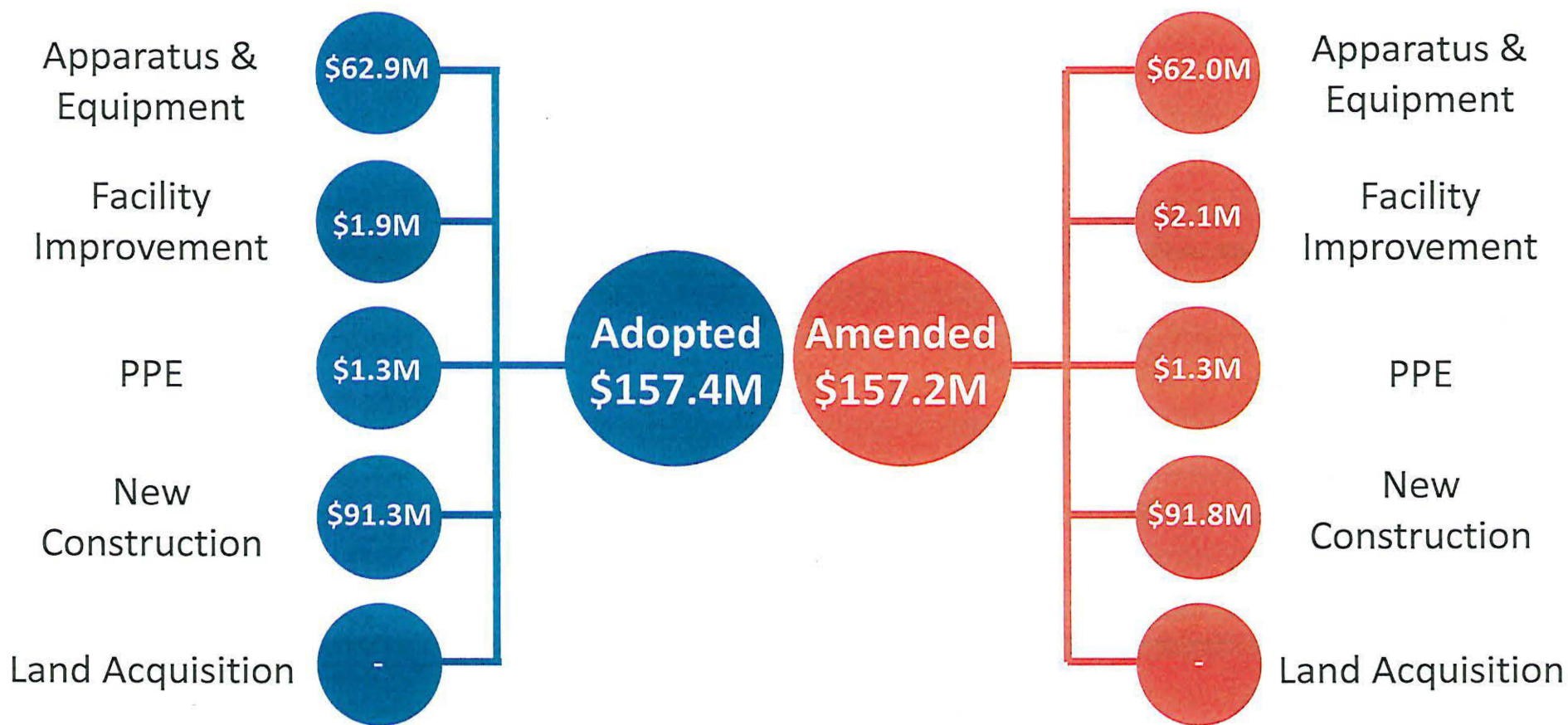
Total 5-Year Cost Recommended Projects





BUDGET REVISIONS

FY 2026/27 CIP Budget Recommended Projects





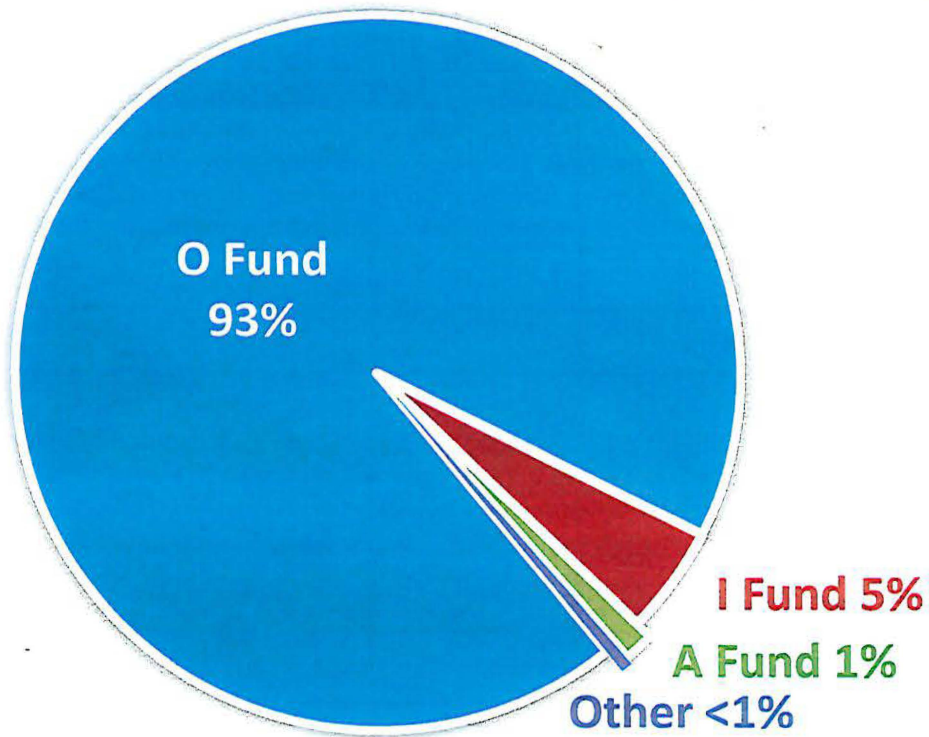
BUDGET REVISIONS

Summary of Changes – FY 2026/27

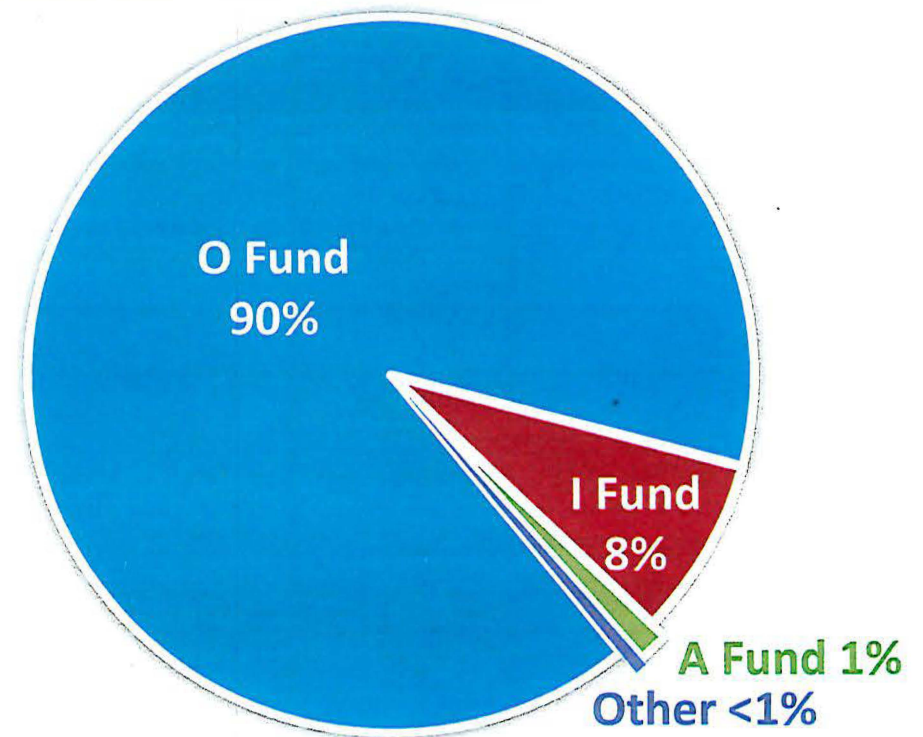
Increases – Revised Cost Estimates	\$	819,272
Added Carryover Projects	\$	22,000
Reductions – Year End Actuals	\$	(704,762)
Reductions – Revised Cost Estimates	\$	(308,875)
Net Changes	\$	(172,365)



FUND SOURCES



Adopted	
Measure O Fund	\$146.8M
Development Impact Fee Fund	\$7.7M
General Fund	\$2.1M
Capital Facilities Fund	\$0.4M
Leased Properties Fund	\$0.2M
Special Projects Fund	\$0.2M
Total	\$157.4M



Amended	
Measure O Fund	\$141.4M
Development Impact Fee Fund	\$12.8M
General Fund	\$2.1M
Capital Facilities Fund	\$0.4M
Leased Properties Fund	\$0.2M
Special Projects Fund	\$0.2M
Total	\$157.2M



Conclusion



Questions?

Erin Castleberry | 916.859.4160 | castleberry.erin@metrofire.ca.gov



FY 2026/27 Final Budget

- September 10, 2026 -

**Presented by:
Dave O'Toole
Chief Financial Officer**



FINAL BUDGET OVERVIEW: All Funds Comparison with Preliminary Budget

District's Final Budget improved slightly from Preliminary Budget...

ALL FUNDS	FY 2026/27 Preliminary	FY 2026/27 FINAL	Difference
Revenues	364,610,908	367,614,493	3,003,585
Expenditures	524,282,977	526,152,247	1,869,270
Other Financing Sources	-	-	0
Change in Fund Balance	-\$159,672,069	-\$158,537,754	-\$1,134,315

Change in fund balance attributable to spending of Measure O bond proceeds and anticipated draw from General Fund reserve.



FINAL BUDGET OVERVIEW: General Fund Comparison with Preliminary Budget

District's General Fund budget also expected to improve slightly over the Preliminary Budget...

General Fund	FY 2026/27 Preliminary	FY 2026/27 FINAL	Difference
Revenues	347,606,535	350,501,213	2,894,678
Expenditures	350,817,639	352,872,204	2,054,565
Other Financing Sources & Transfers	-4,035,275	-4,101,824	-66,549
Change in Fund Balance	7,246,379	6,472,815	773,564
Projected General Fund Reserve Transfer	\$ 7,246,379	\$ 6,472,815	-773,564
Projected Year-End General Fund Reserve - Amount	\$ 34,226,864	\$ 40,506,598	6,279,734
Projected Year-End General Fund Reserve - Percent	9.7%	11.4%	1.7%

However, expenditures are forecasted to exceed revenues for the third consecutive year.



FINAL BUDGET: FUND BALANCE SUMMARY

District projects positive or zero balance in all funds, with largest balances in Measure O Building Fund and General Fund.

FY 2026/27 FINAL BUDGET OVERVIEW: MAJOR FUNDS

	GENERAL FUND	CAPITAL FACILITIES FUND	LEASED PROPERTIES FUND	GRANTS FUND	DEVELOPMENT IMPACT FEES FUND	MEASURE O DEBT SERVICE FUND	MEASURE O BUILDING FUND	SPECIAL PROJECTS FUND- ZINF TRNG SITE	TOTAL
Estimated Beginning Fund Balance on July 1, 2026	\$ 46,958,478	\$ 769,664	\$ 2,901,793	\$ 26,512	\$ 12,815,822	\$ 6,331,519	\$ 146,605,482	\$ 338,764	\$ 216,748,034
Revenues	350,501,213	-	402,484	3,862,119	3,000,000	9,448,677	400,000	-	367,614,493
Expenditures	-352,872,204	-4,098,494	-877,823	-3,891,961	-12,870,000	-9,902,163	-141,439,602	200,000	-525,752,247
Other Financing Sources (Uses)	-4,101,824	4,098,494	0	3,330	0	0	0	0	0
Change in Fund Balance	-6,472,815	0	-475,339	-26,512	-9,870,000	-453,486	-141,039,602	-200,000	-158,537,754
Estimated Ending Fund Balance on June 30, 2027	\$ 40,485,663	\$ 769,664	\$ 2,426,454	\$0	\$2,945,822	\$ 5,878,033	\$ 5,565,880	\$ 138,764	\$ 58,210,280



FINAL BUDGET – GENERAL FUND REVENUES



- **Projected General Fund revenue of \$350.5 million, a \$12.6 million (3.7%) increase from the prior year unaudited budget, including:**
 - **Property taxes: \$235.0 million, a \$10.6 million increase**
 - **Charges for services: \$108.9 million, a \$3.0 million increase, including:**
 - EMS (Medic) fees: \$49.1 million, a \$300,000 decrease
 - Public Provider Ground Emergency Medical Transport (PPGEMT) Program: \$25.7 million, a \$2.5 million increase
 - Voluntary Rate Range Program (VRRP): \$16.3 million, a \$1.0 million decrease
 - CRRD fees: \$7.7 million, a \$200,000 increase



FINAL BUDGET – GENERAL FUND EXPENDITURES

Projected General Fund expenditures of \$352.9 million, a \$2.0 million (0.5%) increase from Preliminary Budget.

- Services and Supplies Cost: **\$66.9 million**, a \$6.9 million (11.5%) increase over prior year. Changes include:
 - \$119,000 increase for surge in contracted ambulance services
 - \$218,000 increase for ambulance billing contract
 - \$360,000 increase for diesel fuel
 - \$55,000 increase for Zinfandel Training Center janitorial services
 - \$43,000 increase for headquarters roof replacement
 - \$36,000 increase for cyber liability insurance



- Labor Budget (compensation and benefits): **\$281.1 million**, a \$8.3 million (3.0%) increase over prior year
 - No new positions added; however, four full academies (two MMP, two firefighter) are funded in the fiscal year.
 - Labor costs will be 80.2% of General Fund revenues



GENERAL FUND EXPENDITURES: LABOR

➤ **Total Compensation: \$155.6 million, \$3.7 million (2.4%) more than prior year. Includes:**

- Wages \$4.4 million (5.1%) higher
- Constant staffing (overtime) \$1.9 million (-6.7%) lower due to full pool staffing
- Incentive pays for EMT, paramedic, education, haz-mat, and longevity \$800,000 million (4.2%) higher
- Employee behavioral wellness incentive continued at \$3.1 million annually.



➤ **Total Benefits: \$125.5 million, \$4.6 million (3.8%) more than prior year. Includes:**

- Increased CalPERS pension contributions (Safety and Misc.) of \$4.2 million (6.2%)
- Increased employee medical costs of \$1.9 million (9.4%)
- Increased workers compensation costs of \$33,000 (0.6%)



CAPITAL OUTLAY SUMMARY

- **Total spending of \$154.5 million, including approximately \$146.0 million committed from the Measure O Building Fund.**
- Major capital outlay projects funded using Measure O funds include:
 - Station 67 buildout: \$6.4 million
 - Twenty-five ambulance replacements: \$8.8 million
 - Four ladder truck replacements: \$7.7 million
 - Fifteen Type 1 engine replacements: \$15.8 million
 - Eight Type 3 engine replacements: \$4.6 million
 - Two dozer replacements: \$1.4 million
- Other capital outlay projects funded with other funds:
 - Development Impact Fees Fund: Fire Station 67 Buildout: \$7.7 million
 - Special Projects Fund: Zinfandel Training Center – Phase 3 Buildout: \$200,000





LONG-TERM FORECAST: FY 2026/27 – FY 2030/31

Key Assumptions for Forecasts

- Incorporates latest County reports and independent property tax consultant projections
- Current wage and benefit costs reflect “natural growth” (step increases, etc.) of 1.7% annually, beginning 2026/27. (Prior 10-year average growth is 5.0%.)
- Austerity budget: No wage or staffing increases assumed
- Current PPGEMT and VRRP revenues increased approximately two percent annually
- Pension costs increased at CalPERS projections rate
- Annual average consumer price index growth 3.0% through FY 2030/31

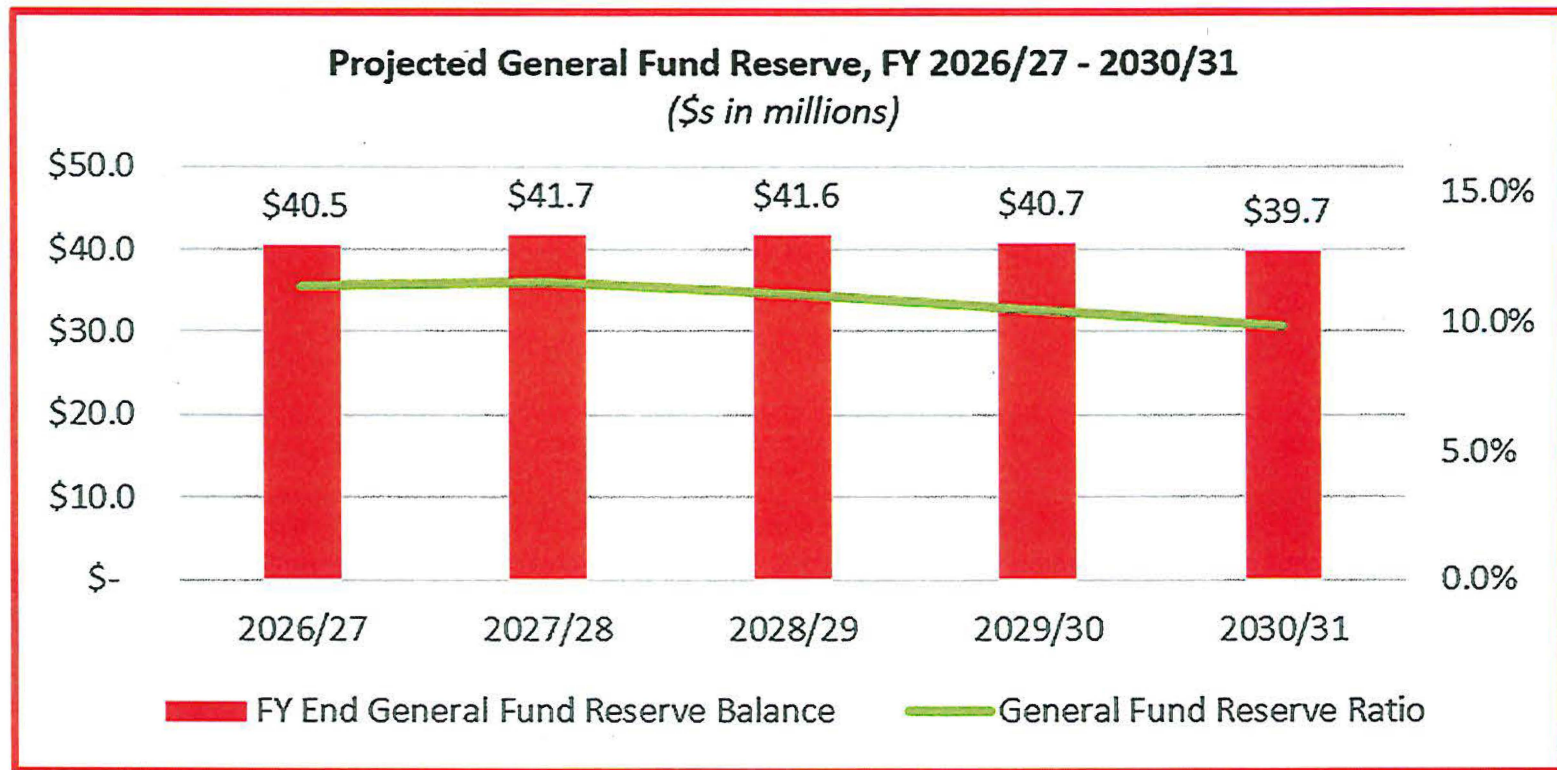


Alternative Forecast Assumptions:

- Full staffing of 58 positions for Station 67 and new station at Grant Line 220 (opening in FY 2027/28 and FY 2029/30, respectively), lapse of SAFER funding (2028/29), offset by forecasted new development property tax income

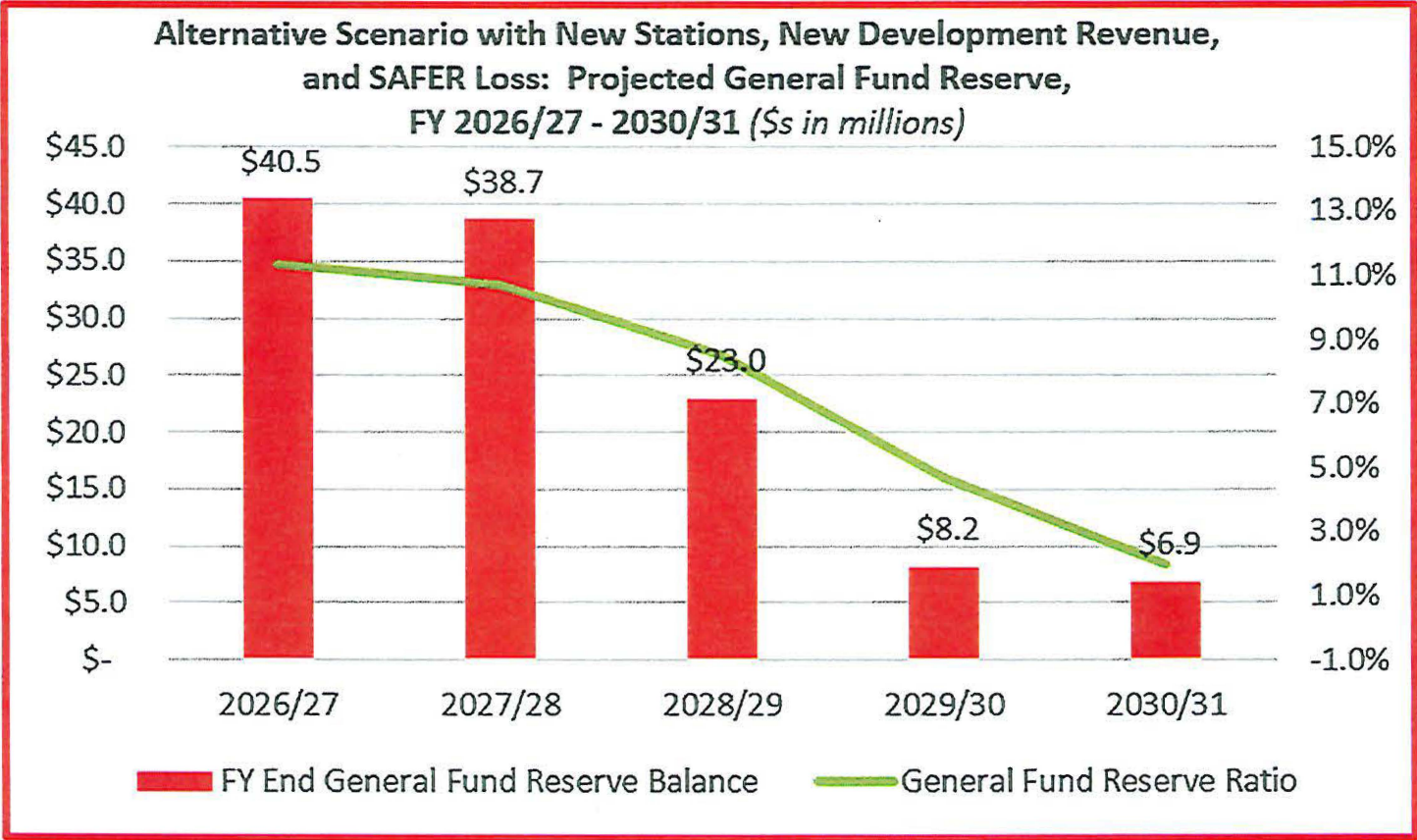


FORECAST: General Fund Reserves





ALTERNATIVE FORECAST: General Fund Reserve





FY 2026/27 FINAL BUDGET SUMMARY

- While FY 2026/27 budget improved since Preliminary Budget, the Final Budget still projects a structural deficit, with a projected transfer reducing the General Fund reserve balance by \$6.4 million, to \$40.5 million.
- Final Budget General Fund reserve projected to reach 11.4 percent by June 30, 2027.
- In FY 2026/27 General Fund revenue growth expected to grow 3.6 percent over prior year unaudited figures, while expenditures and net of transfers will grow 4.4 percent (excluding a one-time payoff of POB bonds).
- District continues to face uncertainty in medical transport income, with EMS transport projected to decline and federally-funded PPGEMT and VRRP program facing increased scrutiny.
- Five-year forecast shows modest reserve borrowing will reoccur—subject to significant changes in property tax trends and labor costs.
- Alternative five-year forecast identified significant new cost pressures with addition of two new stations and loss of SAFER funding, partially offset by new development area revenues.



FY 2026/27 FINAL BUDGET

Recommendation: Approve resolutions adopting the Final Budget amendments for the fiscal year ending June 30, 2027.





Sacramento Metropolitan Fire District

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

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING THE FINAL BUDGET FOR THE GENERAL OPERATING FUND 212A FOR FISCAL YEAR 2026/2027

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

WHEREAS, hearings have been terminated during which time all additions and deletions to the Final Budget for the General Operating Fund 212A for Fiscal Year 2026/2027 were made, and

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District, in accordance with Section 13890 of the Health and Safety Code, the Final Budget for General Operating Fund 212A for the Fiscal Year 2026/2027 will be and is hereby adopted in accordance with the following table, as set forth in the attached exhibits:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2026/2027
10	212A	2129212	2129212000	SALARIES & EMPLOYEE BENEFITS	\$281,092,908
20	212A	2129212	2129212000	SERVICES & SUPPLIES	66,942,426
30	212A	2129212	2129212000	OTHER CHARGES	4,836,870
50	212A	2129212	2129212000	OPERATING TRANSFER OUT (To 212D)	4,098,494
50	212A	2129212	2129212000	OPERATING TRANSFER OUT (To 212G)	3,330

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources, Fund Balance Available and Property Taxes.

BE IT FURTHER RESOLVED that the Final Budget for Fund 212A for Fiscal Year 2026/2027 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

RESOLUTION NO. 2026-XXX

Page 2

PASSED, APPROVED AND ADOPTED this 10th day of September, 2026. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** **HEREBY CERTIFY** the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

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

Attachments:

Exhibit A: 212A Final Budget Summary for FY2026/2027 Schedule

Exhibit B: 212A Revenue Detail Schedule

Exhibit C: 212A Expenditure Detail Schedule



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING THE FINAL BUDGET FOR THE CAPITAL FACILITIES FUND 212D FOR FISCAL YEAR 2026/2027

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

WHEREAS, hearings have been terminated during which time all additions and deletions to the Final Budget for the Capital Facilities Fund 212D for Fiscal Year 2026/2027 were made, and

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District, in accordance with Section 13890 of the Health and Safety Code, the Final Budget for the Capital Facilities Fund 212D for the Fiscal Year 2026/2027 will be and is hereby adopted in accordance with the following table, as set forth in the attached Exhibit A:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2026/2027
10	212D	2123000	2123000000	SALARIES & EMPLOYEE BENEFITS	\$ -
20	212D	2123000	2123000000	SERVICES & SUPPLIES	-
30	212D	2123000	2123000000	OTHER CHARGES	3,478,010
41	212D	2123000	2123000000	CAPITAL ASSETS-LAND	-
42	212D	2123000	2123000000	CAPITAL ASSETS-STRUCTURES	-
43	212D	2123000	2123000000	CAPITAL ASSETS-EQUIPMENT	620,484
59	212D	2123000	2123000000	OPERATING TRANSFER IN (From 212A)	(4,098,494)

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and Fund Balance Available.

RESOLUTION NO. 2026-XXX

Page 2

BE IT FURTHER RESOLVED that the Final Budget for Fund 212D for Fiscal Year 2026/2027 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 10th day of September, 2026. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

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

Attachments:

Exhibit A: 212D Final Budget Summary for FY2026/2027 Schedule



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING THE FINAL BUDGET FOR THE GRANTS FUND 212G FOR FISCAL YEAR 2026/2027

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

WHEREAS, hearings have been terminated during which time all additions and deletions to the Final Budget for the Grants Fund 212G for Fiscal Year 2026/2027 were made, and

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District, in accordance with Section 13890 of the Health and Safety Code, the Final in the Grants Fund 212G for the Fiscal Year 2026/2027 will be and is hereby adopted in accordance with the following table, as set forth in Exhibit A:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2026/2027
10	212G	2126000	2126000000	SALARIES & EMPLOYEE BENEFITS	\$ 3,835,139
20	212G	2126000	2126000000	SERVICES & SUPPLIES	56,822
30	212G	2126000	2126000000	TAXES, LICENSES, DEBT SRVC & OTHERS	-
42	212G	2126000	2126000000	CAPITAL ASSETS-STRUCTURES	-
50	212G	2126000	2126000000	OPERATING TRANSFER OUT (To 212A)	-
59	212G	2126000	2126000000	OPERATING TRANSFER IN (From 212A)	(3,330)

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and Fund Balance Available.

RESOLUTION NO. 2026-XXX

Page 2

BE IT FURTHER RESOLVED that the Final Budget for Fund 212G for Fiscal Year 2026/2027 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 10th day of September, 2026. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** **HEREBY CERTIFY** the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

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

Attachments:

Exhibit A: 212G Final Budget Summary for FY 2026/2027 Schedule



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING THE FINAL BUDGET FOR THE DEVELOPMENT IMPACT FEES FUND 212I FOR FISCAL YEAR 2026/2027

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

WHEREAS, hearings have been terminated during which time all additions and deletions to the Final Budget for the Development Impact Fees Fund 212I for Fiscal Year 2026/2027 were made, and

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District, in accordance with Section 13890 of the Health and Safety Code, the Final in the Development Impact Fees Fund 212I for the Fiscal Year 2026/2027 will be and is hereby adopted in accordance with the following table, as set forth in Exhibit A:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2026/2027
10	212I	2129000	2129000000	SALARIES & EMPLOYEE BENEFITS	\$ -
20	212I	2129000	2129000000	SERVICES & SUPPLIES	70,000
30	212I	2129000	2129000000	TAXES, LICENSES, DEBT SRVC & OTHERS	-
41	212I	2129000	2129000000	CAPITAL ASSETS-LAND	-
42	212I	2129000	2129000000	CAPITAL ASSETS-STRUCTURES	12,800,000
59	212I	2129000	2129000000	OPERATING TRANSFER IN (From 212A)	-

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and Fund Balance Available.

RESOLUTION NO. _____

Page 2

BE IT FURTHER RESOLVED that the Final Budget for Fund 212I for Fiscal Year 2026/2027 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 10th day of September, 2026. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

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

Attachments:

Exhibit A: 212I Final Budget Summary for FY 2026/2027 Schedule



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING THE FINAL BUDGET FOR THE LEASED PROPERTIES FUND 212L FOR FISCAL YEAR 2026/2027

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

WHEREAS, hearings have been terminated during which time all additions and deletions to the Final Budget for the Leased Properties Fund 212L for Fiscal Year 2026/2027 were made, and

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District, in accordance with Section 13890 of the Health and Safety Code, the Final Budget in the Leased Properties Fund 212L for the Fiscal Year 2026/2027 will be and is hereby adopted in accordance with the following table, as set forth in the attached Exhibit A:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2026/2027
10	212L	2127000	2127000000	SALARIES & EMPLOYEE BENEFITS	\$ -
20	212L	2127000	2127000000	SERVICES & SUPPLIES	633,553
30	212L	2127000	2127000000	OTHER CHARGES	244,270
41	212L	2127000	2127000000	CAPITAL ASSETS-LAND	-
42	212L	2127000	2127000000	CAPITAL ASSETS-STRUCTURES	-
59	212L	2127000	2127000000	OPERATING TRANSFER IN (From 212A)	-

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and Fund Balance Available.

RESOLUTION NO. _____

Page 2

BE IT FURTHER RESOLVED that the Final Budget for Fund 212L for Fiscal Year 2026/2027 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 10th day of September, 2026. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

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

Attachments:

Exhibit A: 212L Final Budget Summary for FY2026/2027 Schedule



Sacramento Metropolitan Fire District

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

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2026-XXX

A RESOLUTION ADOPTING THE FINAL BUDGET FOR THE MEASURE O DEBT SERVICE FUND 212N FOR FISCAL YEAR 2026/2027

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

WHEREAS, hearings have been terminated during which time all additions and deletions to the Final Budget for the Measure O Debt Service Fund 212N for Fiscal Year 2026/2027 were made;

NOW, THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 13890 of the Health and Safety Code, the Final Budget in the Measure O Debt Service Fund 212N for the Fiscal Year 2026/2027 will be and is hereby adopted in accordance with the following:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2026/2027
20	212N	21212300	2121300000	SERVICES AND SUPPLIES	\$ 10,000
30	212N	2121300	2121300000	OTHER CHARGES	9,892,163

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and use of Fund Balance; and

BE IT FURTHER RESOLVED that the Final for Fund 212N for Fiscal Year 2026/2027 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing.

RESOLUTION NO. 2026-XXX

Page 2

PASSED, APPROVED AND ADOPTED this 10th day of September, 2026. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** **HEREBY CERTIFY** the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested By:

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

ATTACHMENTS:
212N Final Budget Summary for FY 2026/2027 Schedule



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING THE FINAL BUDGET FOR THE MEASURE O BUILDING FUND 2120 FOR FISCAL YEAR 2026/2027

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

WHEREAS, hearings have been terminated during which time all additions and deletions to the Final Budget for the Measure O Building Fund 2120 for Fiscal Year 2026/2027 were made, and

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District, in accordance with Section 13890 of the Health and Safety Code, the Final in the Measure O Building Fund 2120 for the Fiscal Year 2026/2027 will be and is hereby adopted in accordance with the following table, as set forth in Exhibit A:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2026/2027
10	2120	2121200	2121200000	SALARIES & EMPLOYEE BENEFITS	\$ -
20	2120	2121200	2121200000	SERVICES & SUPPLIES	-
30	2120	2121200	2121200000	TAXES, LICENSES, DEBT SRVC & OTHERS	-
42	2120	2121200	2121200000	CAPITAL ASSETS-STRUCTURES	80,359,333
43	2120	2121200	2121200000	CAPITAL ASSETS-EQUIPMENT	61,080,269
50	2120	2121200	2121200000	OPERATING TRANSFER OUT (To 212D)	-

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and Fund Balance Available.

RESOLUTION NO. 2026-XXX

Page 2

BE IT FURTHER RESOLVED that the Final Budget for Fund 212O for Fiscal Year 2026/2027 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 10th day of September, 2026. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

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

Attachments:

Exhibit A: 212O Final Budget Summary for FY 2026/2027 Schedule



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING THE FINAL BUDGET FOR THE SPECIAL PROJECTS FUND 212S FOR FISCAL YEAR 2026/2027

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

WHEREAS, hearings have been terminated during which time all additions and deletions to the Final Budget for the Special Projects Fund 212S for Fiscal Year 2026/2027 were made, and

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District, in accordance with Section 13890 of the Health and Safety Code, the Final in the Special Projects Fund 212S for the Fiscal Year 2026/2027 will be and is hereby adopted in accordance with the following table, as set forth in Exhibit A:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2026/2027
10	212S	2128000	2128000000	SALARIES & EMPLOYEE BENEFITS	\$ -
20	212S	2128000	2128000000	SERVICES & SUPPLIES	-
30	212S	2128000	2128000000	TAXES, LICENSES, DEBT SRVC & OTHERS	-
42	212S	2128000	2128000000	CAPITAL ASSETS-STRUCTURES	200,000
50	212S	2128000	2128000000	OPERATING TRANSFER OUT (To 212A)	-
59	212S	2128000	2128000000	OPERATING TRANSFER IN (From 212A)	-

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and Fund Balance Available.

RESOLUTION NO. 2026-XXX

Page 2

BE IT FURTHER RESOLVED that the Final Budget for Fund 212S for Fiscal Year 2026/2027 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 10th day of September, 2026. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

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

Attachments:

Exhibit A: 212S Final Budget Summary for FY 2026/2027 Schedule



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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

DATE: September 10, 2026
TO: Board of Directors
SUBJECT: Authorization to Award Contract – RFB 26-06 Fire Station 67 Construction

TOPIC

Request to adopt a resolution authorizing the Fire Chief or his designee to award a contract pursuant to Request for Bids (RFB) 26-06 Fire Station 67 Construction.

BACKGROUND

On May 22, 2025, the Sacramento Metropolitan Fire District's (District) Board of Directors (Board) adopted Resolution 25-025 to establish a Qualified Bidders List of seventeen (17) firms who successfully completed the District's pre-qualification process pursuant to Public Contract Code Section 20101 *et seq.* and were determined eligible to bid on the Station 67 project.

DISCUSSION

On July 17, 2026, the District issued RFB 26-06, soliciting bids from its Qualified Bidders List for the construction of Fire Station 67 (Project). A mandatory pre-bid job walk was conducted on July 22, 2026 and was attended by fourteen (14) Qualified Bidders. A public bid opening was conducted on August 14, 2026 and seven (7) bids were received. After review, three (3) bids were deemed non-responsive for failure to meet the RFB requirements, leaving four (4) responsive bids.

DL Falk Construction Inc.	\$11,614,050 (apparent low bidder)
Diede Construction Inc.	\$12,470,850
Lathrop Construction Associates, Inc.	\$12,659,325
John F. Otto, Inc.	\$12,822,600
DG Granade, Inc.	Non-Responsive
Bobo Construction, Inc.	Non-Responsive
F&H Construction	Non-Responsive

The District intends to award a contract to the lowest responsive and responsible bidder. The District is currently in the process of completing its pre-award regulatory compliance review to confirm bidder responsibility, and anticipates that review to be completed prior to the next regularly scheduled Board meeting.

As time is of the essence on commencing construction on the Project, deferring authorization of a contract award to the next regularly scheduled Board meeting could adversely impact the Project schedule and the District's ability to commence construction in a timely manner. Accordingly, staff recommends the Board authorize the

Fire Chief, or his designee, to award the contract to the lowest responsive and responsible bidder following completion of the District's pre-award review and confirmation that all applicable requirements have been satisfied. This delegation will allow the District to proceed with the award promptly upon completion of the review while maintaining the Board's direction that the contract be awarded only to a responsive and responsible bidder.

Staff believes this approach is in the best interests of the District and the community because it preserves the integrity of the competitive procurement process, allows the required pre-award review to be completed before award, and avoids an unnecessary delay in construction commencement.

FISCAL IMPACT

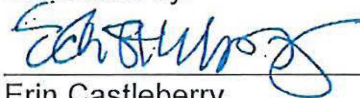
The total fiscal impact will be between \$11,614,050 and \$12,822,600 depending on final contract award. This cost has already been accounted for in the total project cost of \$16,610,000, authorized through adoption of the District's Capital Improvement Program Plan (CIP), and included in the adopted FY 2026/27 CIP Budget. The project will be funded through a combination of development impact fee revenues (I Fund) and general obligation bond revenues (O Fund).

RECOMMENDATION

Staff recommends that the Board adopt a resolution delegating authority to the Fire Chief, or his designee, to award, negotiate, execute and administer a contract for the construction of Fire Station 67 with the lowest responsive and responsible bidder, pursuant to RFB 26-06 and conditioned on the successful completion of the pre-award regulatory compliance review.

Staff further recommends that the Board authorize the Fire Chief or his designee to award, negotiate, execute and administer a contract for the construction of Fire Station 67 with the next lowest responsive and responsible bidder if the apparent low bidder does not satisfy the pre-award regulatory requirements or, if after ten (10) calendar days of the District's issuance of a Notice of Award, the lowest responsive and responsible bidder has failed to satisfy the conditions of award pursuant to RFB 26-06.

Submitted by:



Erin Castleberry
Administrative Analyst

Approved by:



Jeff Frye
Chief Development Officer



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT TO DELEGATE AUTHORITY TO AWARD A CONTRACT PURSUANT TO REQUEST FOR BIDS 26-06 STATION 67 CONSTRUCTION

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

WHEREAS, the Board has authorized the Fire Station 67 project for the construction of a new fire station located at 8101 Bradshaw Road in Sacramento, California ("Project"); and

WHEREAS, the District adopted Resolution 25-025 which established a Qualified Bidders List for construction of the Project, pursuant to Public Contract Code Section 20101 *et seq.*; and

WHEREAS, on July 17, 2026, the District issued Request for Bids ("RFB") 26-06, soliciting bids from its Qualified Bidders List for the construction of Station 67; and

WHEREAS, a public bid opening was conducted on August 14, 2026, and seven (7) bids were received; and

WHEREAS, after review, the Board finds that the bids received from DG Granade, Inc., Bobo Construction, Inc., and F&H Construction are non-responsive due to failure to meet the requirements of the RFB; and

WHEREAS, the Board finds that the bids received from DL Falk Construction, Inc. (apparent low bidder), Diede Construction, Inc., Lathrop Construction Associates, Inc., and John F. Otoo, Inc. are responsive to the RFB; and

WHEREAS, the District will complete its pre-award regulatory compliance review to confirm bidder responsibility in the coming weeks; and

WHEREAS, once bidder responsibility has been confirmed, the District intends to award a contract to the lowest responsive and responsible bidder; and

WHEREAS, the Board finds that timely commencement of the Project is in the best interests of the District and the community, and that delaying the contract award until the next regularly scheduled Board meeting could unnecessarily delay the commencement of construction; and

WHEREAS, the Board therefore finds it appropriate to delegate authority to the Fire Chief, or his designee, to award the contract to the lowest responsive and responsible bidder upon completion of the District's pre-award regulatory compliance review and confirmation of bidder responsibility.

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

1. The Board of Directors hereby delegates authority to the Fire Chief, or his designee, to award, negotiate, execute, and administer a contract for the construction of Fire Station 67 with the lowest responsive and responsible bidder, pursuant to RFB 26-06 and conditioned on the successful completion of the pre-award regulatory compliance review.
2. The Board of Directors hereby further authorizes the Fire Chief, or his designee, to award, negotiate, execute, and administer a contract for the construction of Fire Station 67 with the next lowest responsive and responsible bidder if the apparent low bidder does not satisfy the pre-award regulatory requirements or, if after ten (10) calendar days of the District's issuance of a Notice of Award, the lowest responsive and responsible bidder has failed to satisfy the conditions of award pursuant to RFB 26-06.

PASSED, APPROVED AND ADOPTED this 10th day of September, 2026. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

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