

AGENDA
SOUTH PLACER FIRE DISTRICT
BOARD OF DIRECTORS
June 13, 2018

Closed Session recommended at 6:30 p.m. in the Training Room: Staff recommends closed session to discuss contract negotiations with the Sacramento Firefighters Local 522. (Agency designated representatives: Chris Gibson, Gary Grenfell and Dave Harris (Pursuant to Govt. Code § 54957.6.))

1. 7:00 p.m. Regular Session **(Station 17, Portable Conference/Training Room)**

2. Flag Salute

3. Public Comment

4. Special Presentation: None

5. Closed Session Report on action taken and votes of the Board

6. Consent Agenda (Single Motion Needed)

All matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a member of the Board of Directors, audience, or staff requests a specific item to be removed from the Consent Agenda for separate action. Any item removed will be considered after the motion to approve the Consent Agenda.

A. Approval of the Agenda

B. Approval of the Minutes

C. Authorization of Deposits to South Placer Accounts:

Ambulance	\$ 136,308.06
So. Placer Mitigation Fees	28,566.90
Loomis Mitigation Fees	12,297.74
Plans/Inspections	14,764.72
Cell Tower Leases	6,003.21
Workers Comp. 4850 Reimbursements	23,707.60
Safer Grant Reimbursements	14,355.19
Uniform sales	148.00
Misc. Reimbursements/Rebates	709.22
GEMT Reimbursement FYE 2017	20,809.00
OES Thomas Reimbursement	<u>183,310.60</u>

TOTAL South Placer Fire Deposits \$ 440,980.24

D. Approval of the June 2018 Expenditures from South Placer Accounts: \$ 440,577.18

E. Personnel Items

<u>Separations:</u>	None
<u>Promotions:</u>	None
<u>Reassignments:</u>	None
<u>New Hires:</u>	Jeffery Palmer, Paramedic Firefighter
<u>Interns/Volunteers:</u>	None

7. Old Business: None

8. New Business:

- A. Final Approval for Continued Benefit Assessment: Staff recommends public hearing and action on Resolution No. 11-2017/18. PG#30
- B. Adoption of Cost of Living Adjustment for Parcel Fees: Staff recommends public hearing and action on Resolution No. 12-2017/18. PG#71
- C. Adoption of Cost of Living Adjustment for Special Zones of Benefit: Public hearing and action on Resolution No. 13-2017/18. PG#74
- D. Request for Placer County Collection of Special Assessments: Staff recommends adoption of Resolution No. 14-2017/8 requesting collection services by the County. PG#78
- E. Fire Impact Fee Presentation: SCI Consultant will give a short presentation to the Board on the Districts new Fire Impact Fee Program Nexus Study. PG#81
- F. 2018 Fire Fee Program Nexus Study: Staff recommends discussion and action to approve by Resolution the 2018 new Fire Fee Program Nexus Study. PG#82
- G. Authorization providing for the Levy and Collection of Special Tax Measure A for Fiscal Year 2018/19: Staff recommends approval of the Resolutions to authorize the levy and collection of the Districts Special Tax, Measure A by Placer County. PG#130
- H. Fiscal Year 2018/19 Preliminary Budget Adoption: Staff recommends adoption of the preliminary fiscal year 2018/19 budget. PG#135
- I. Station 15 Construction Bid Award: Chief Walder recommends that the Board award the construction contract to PNP Construction. The Chief also seeks approval to sign the construction contract previously executed by PNP Construction. PG#141
- J. Bargaining Unit 522 Contract Negotiations: Board to take action on the negotiated tentative agreement. PG#225
- K. Penryn Fire District Request: Chief will report to the Board the feasibility of a revenue neutral proposition at the PFD current funding levels. PG#226

9. Information and Discussion

- A. Placer County Fire Service Issues: The Chief recommends discussion on the latest developments in Placer County Fire Service Delivery System and consolidation efforts countywide. PG#228

10. Correspondence

11. Chief's Report

12. Functions

13. Board/Staff Comments

14. Future Agenda Items

15. Adjournment

SOUTH PLACER FIRE DISTRICT
BOARD OF DIRECTORS
Regular Board Meeting Minutes
May 9th, 2018

REGULAR BUSINESS

The South Placer Fire District Board of Directors regular meeting was called to order on Wednesday, May 9th, 2018 at 7:18 p.m. by President, Gary Grenfell.

Present:

Gary Grenfell, President
Chris Gibson, Vice President
Sean Mullin, Clerk
Terri Ryland, Director
Tom Millward, Director
Russ Kelley, Director
Dave Harris, Director

Absent:

None

Staff in Attendance:

Fire Chief, Eric Walder
Deputy Fire Chief, Karl Fowler
Board Secretary, Kathy Medeiros
Battalion Chief, Darren McMillin
Captain, Matt VanVollinburg
Firefighter Paramedic, Anthony Ayala
Firefighter Paramedic, Robert Brown
Apprentice Firefighter, Bailey Sett

Special Presentation: None

Public Comment: None

Report from Closed Session: President Grenfell reported that the Board met in closed session to discuss the contract with Sacramento Firefighters Local 522. At this time the Board has decided to continue further negotiations with the bargaining unit.

Consent Agenda: Director Ryland made a motion to approve the consent agenda; seconded by Director Harris. Carried

Ayes: Harris, Gibson, Millward, Ryland, Kelley, Grenfell, Mullin Noes: None Abstain: None
Absent: None

OLD BUSINESS

Station Remodel/Expansion Update: Staff recommends discussion on the project to keep the Board informed on progress made toward the start of construction. Chief Walder explained that formal bid period closed on May 3rd and the lowest bidding contractor, P&P Construction, has won the bid with a \$1.98 million bid. Five bids were submitted ranging from \$2.68 to \$1.98 million. The bid will be awarded at the June Board Meeting for approval. Construction is estimated to commence by the end of June.

NEW BUSINESS

Preliminary Approval for Continued Benefit Assessment: Staff recommends discussion and adoption of Resolution No. 9-2017/18. Chief explained that the new engineers report for the benefit assessment covers the old Loomis Fire District and has recommended a 2.94% CPI. The benefit assessment will assess 4000 parcels within the former Loomis Fire jurisdiction. The cost of benefits must be relevant to the costs to provide services to Loomis residents. A public hearing must be held annually to accept the increase to CPI and the Board must approve to assess the increase by notice in the paper. The report has been submitted to the County Assessor and will reflect on next year's tax bill to residents. This is a preliminary reading at this time. The Citizens Advisory Committee will review the report and the recommendations. Chief Walder is reaching out to former Loomis Fire Board members to see if they'd like to join the Citizens Advisory Committee.

Director Ryland made a motion to approve the Resolution No. 9-2017/18 Intention to Continue Assessments for Fiscal Year 2018-19 Preliminarily Approving the Engineer's Report. The motion was seconded by Director Mullin. Carried.

Rollcall:

Ayes: Harris, Gibson, Millward, Ryland, Kelley, Grenfell, Mullin Noes: None Abstain: None
Absent: None

Election Services Request: Staff recommends discussion and approval of the Resolution requesting election services from Placer County for the November 6, 2018 election. Chief Walder recommended approving the Resolution to ask Placer County Election Department to provide election services for the three expiring of terms for regular board members: Sean Mullin, Teresa Ryland, and Chris Gibson.

Director Kelley made a motion to approve the Resolution No. 10-2017/18 declaring an election be held in the South Placer Fire District to conduct election services in the November 6 election. The motion was seconded by Director Gibson. Carried

Rollcall:

Ayes: Harris, Gibson, Millward, Ryland, Kelley, Grenfell, Mullin Noes: None Abstain: None
Absent: None

INFORMATION AND DISCUSSION

Placer County Fire Service Issues: Chief Walder recommended discussion on the latest developments in Placer County Fire Service delivery system and consolidation efforts countywide. He began that there was little to report out at this time. On May 22nd a presentation will be given by Cal Fire to the County Supervisors for their plan to manage services to the distressed Districts. Chief Walder continued that he would update the Board as new information is released.

Correspondence: Letter from the Loomis Basin Charter School thanking the District for a fire engine ride and station tour donation that raised \$2000 for the school. A card was received thanking Station 17 C Shift for their kindness and assistance during a medical call.

Chief's Report:

- New hires in phase three of their training program. Two resigned but a conditional job offer has been given to one potential new candidate.
- District participated in the Memorial Service for Trent Lindtholdt on May 20th with Truck 17, Medic 17 and our PIO Chief McMillin.
- All safety employees were fit tested as required by OSHA annually.
- District required Annual Hose testing commencing for the next month to complete.
- Executive Staff Meeting held on May 2nd.
- Penryn Fire District representatives asked for a meeting with Board President and Chief Walder to discuss feasibility and possible consolidation at future board meetings.
- Two Local 522 South Placer employees attended the Honor Guard Academy and graduated on May 4th. Chief Fowler attended the graduation which was a simulated funeral.
- Monies have been received for the Safer Grant reimbursements.
- Training completed for diabetic emergencies and EMT usage of glucometers.
- Six employees currently at Engine Company Operations class in Indianapolis.
- Administrative Staff had training on new District web site.
- Engine 18 Committee to do preliminary acceptance at end of May.
- New Medic will be delivered in July
- Captains and Engineer testing in planning.
- Girl Scout troop visited Station 17 for attaining their First Aid Merit Badge
- Engine 16 on standby at Granite Bay High for Special Olympics Event May 1st.
- Two kindergarten classes toured Station 28 on May 3rd from Clark Powers
- Town of Loomis in conjunction with South Placer Prevention Division sent out 45 letters regarding abatement of issues
- Hawk Homestead slated for 108 homes recently shown as pending sale.
- Pre Bid meeting at Station 15 held on the 19th of May
- Bid opening on May 3rd awarded to P&P Construction if all within specs then bid awarded in June.
- Station 17 and Station 19 seal coats jobs complete
- Shop, Station 19 and Station 20 had flat roofs sealed.

Functions: None

Board/Staff Comments: None

Future Agenda Items: Report on the feasibility of Penryn Fire Consolidation, Loomis Fire Benefit Assessment, Nexus Study Report

There being no further business to come before the Board, the meeting adjourned at 7:51 p.m.
The next regular meeting will be held on Wednesday, June 13th, 2018.

Respectfully submitted,



Recording Secretary, Kathy Medeiros

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South Placer Fire District
CHECKBOOK REGISTER REPORT
Bank Reconciliation

Page: 1
User ID: kmedeiros

Ranges:	From:	To:	From:	To:
Checkbook ID	First	Last	Number	First
Description	First	Last	Date	Last
User-Defined 1	First	Last	Type	Check

Sorted By: Number
Include Trx: Reconciled, Unreconciled

* Voided transaction ^ Cleared amount is different than posted amount

Checkbook ID	Description	User-Defined 1	Current Balance			
Number	Date	Type	Paid To/Rcvd From	Reconciled	Origin	Payment
						Deposit
PLACER CNTY-MIT	County of Placer-Mitigation					
00015	6/5/2018	CHK	HI-TECH	No	PMCHK00000775	\$32,000.00
1 Transaction(s)						\$32,000.00
						\$0.00
PLACER COUNTY	County Of Placer					
23421	6/5/2018	CHK	AFLAC	No	PMCHK00000776	\$842.72
23422	6/5/2018	CHK	HI-TECH	No	PMCHK00000776	\$127,350.00
23423	6/5/2018	CHK	P.E.R.S	No	PMCHK00000776	\$78,826.27
23424	6/5/2018	CHK	PRINCIPAL MUTUAL	No	PMCHK00000776	\$7,786.45
23425	6/5/2018	CHK	SOUTH PLACER FIREFIGHTERS	No	PMCHK00000776	\$1,160.10
23426	6/5/2018	CHK	SOUTH PLACER FIREFIGHTERS	No	PMCHK00000776	\$1,160.10
23427	6/5/2018	CHK	SPFAOA	No	PMCHK00000776	\$108.93
23428	6/5/2018	CHK	SPFAOA	No	PMCHK00000776	\$108.93
23429	6/5/2018	CHK	TASC/ Total Admin Service	No	PMCHK00000776	\$2,914.88
23430	6/5/2018	CHK	TASC/ Total Admin Service	No	PMCHK00000776	\$2,914.88
23431	6/5/2018	CHK	TASC/ Total Admin Service	No	PMCHK00000776	\$213.54
23432	6/5/2018	CHK	Voya Financial Trust Co.	No	PMCHK00000776	\$8,212.44
23433	6/5/2018	CHK	Voya Financial Trust Co.	No	PMCHK00000776	\$8,362.44
23434	6/8/2018	CHK	TASC/ Total Admin Service	No	PMTRX00001239	\$2,914.88
14 Transaction(s)						\$242,876.56
						\$0.00
WELLS FARGO OP	Wells Fargo Operating Account					
23729	5/16/2018	CHK	ACE HARDWARE	No	PMCHK00000774	\$249.04
23730	5/16/2018	CHK	ADVANTAGE GEAR	No	PMCHK00000774	\$358.22
23731	5/16/2018	CHK	BART INDUSTRIES	No	PMCHK00000774	\$117.40
23732	5/16/2018	CHK	Bakotich, Joan	No	PMCHK00000774	\$221.76
23733	5/16/2018	CHK	Barrett's Roofing, Inc	No	PMCHK00000774	\$37,650.00
23734	5/16/2018	CHK	CAPITAL CLUTCH & BRAKE	No	PMCHK00000774	\$553.95
23735	5/16/2018	CHK	CELL ENERGY	No	PMCHK00000774	\$902.74
23736	5/16/2018	CHK	Dignity Health	No	PMCHK00000774	\$2,402.98
23737	5/16/2018	CHK	CUMMINS Pacific, LLC	No	PMCHK00000774	\$1,791.73
23738	5/16/2018	CHK	Cooke, Yvonne	No	PMCHK00000774	\$60.37
23739	5/16/2018	CHK	DAWSON OIL	No	PMCHK00000774	\$581.89
23740	5/16/2018	CHK	DRIVELINE SVC. OF SAC.	No	PMCHK00000774	\$506.56
23741	5/16/2018	CHK	GRAINGER, W.W.	No	PMCHK00000774	\$159.57
23742	5/16/2018	CHK	Gold Country Water	No	PMCHK00000774	\$170.50
23743	5/16/2018	CHK	HI-TECH	No	PMCHK00000774	\$237.46
23744	5/16/2018	CHK	HARRIS INDUSTRIAL GASES	No	PMCHK00000774	\$620.50
23745	5/16/2018	CHK	JRB Pest and Sanitation	No	PMCHK00000774	\$440.00
23746	5/16/2018	CHK	John Hancock	No	PMCHK00000774	\$39.26
23747	5/16/2018	CHK	KINCHELOE, TRACEY	No	PMCHK00000774	\$75.01
23748	5/16/2018	CHK	LIFE ASSIST	No	PMCHK00000774	\$1,724.90
23749	5/16/2018	CHK	Lionakis	No	PMCHK00000774	\$12,710.00
23750	5/16/2018	CHK	Lehr Auto Electric	No	PMCHK00000774	\$2,813.32
23752	5/16/2018	CHK	Mission Uniform Services	No	PMCHK00000774	\$120.76
23753	5/16/2018	CHK	MEEKS LUMBER	No	PMCHK00000774	\$28.82
23754	5/16/2018	CHK	Mottaghian, Alireza	No	PMCHK00000774	\$106.80
23755	5/16/2018	CHK	NETWORK DESIGN ASSOC	No	PMCHK00000774	\$422.50
23756	5/16/2018	CHK	PHYSIO CONTROL	No	PMCHK00000774	\$3,347.60

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South Placer Fire District
CHECKBOOK REGISTER REPORT
Bank Reconciliation

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23757	5/16/2018	CHK	PLACER COUNTY WATER	No PMCHK00000774	\$783.23	
23758	5/16/2018	CHK	Patel, Henna	No PMCHK00000774	\$106.80	
23759	5/16/2018	CHK	Quill Corporation	No PMCHK00000774	\$385.36	
23760	5/16/2018	CHK	RAMOS ENVIRONMENTAL SVC.	No PMCHK00000774	\$90.75	
23761	5/16/2018	CHK	RIVERVIEW INTERNATIONAL	No PMCHK00000774	\$151.36	
23762	5/16/2018	CHK	Recology Auburn Placer	No PMCHK00000774	\$629.84	
23763	5/16/2018	CHK	Sutter Medical Center	No PMCHK00000774	\$807.00	
23764	5/16/2018	CHK	Sutter Medical Foundation	No PMCHK00000774	\$105.00	
23765	5/16/2018	CHK	SAN JUAN WATER	No PMCHK00000774	\$963.00	
23766	5/16/2018	CHK	SACRAMENTO TRUCK CENTER	No PMCHK00000774	\$5,352.95	
23767	5/16/2018	CHK	Consolidated Communications	No PMCHK00000774	\$2,970.25	
23768	5/16/2018	CHK	SAMBA Holdings Inc	No PMCHK00000774	\$64.16	
23769	5/16/2018	CHK	Sprint	No PMCHK00000774	\$116.87	
23770	5/16/2018	CHK	TIFCO INDUSTRIES	No PMCHK00000774	\$515.77	
23771	5/16/2018	CHK	US Bank Corporate Payment Sy	No PMCHK00000774	\$12,902.06	
23772	5/16/2018	CHK	Verizon Wireless	No PMCHK00000774	\$1,123.17	
23773	5/16/2018	CHK	West Coast Frame	No PMCHK00000774	\$150.00	
23774	5/16/2018	CHK	Western Placer Waste Managem	No PMCHK00000774	\$57.26	
23775	6/6/2018	CHK	ALL STAR FIRE EQUIPMENT	No PMCHK00000777	\$10,261.68	
23776	6/6/2018	CHK	AT & T	No PMCHK00000777	\$142.77	
23777	6/6/2018	CHK	ACE HARDWARE	No PMCHK00000777	\$133.17	
23778	6/6/2018	CHK	ADVANTAGE GEAR	No PMCHK00000777	\$503.00	
23779	6/6/2018	CHK	BENS DOOR AND GATE	No PMCHK00000777	\$3,000.00	
23780	6/6/2018	CHK	BART INDUSTRIES	No PMCHK00000777	\$271.02	
23781	6/6/2018	CHK	BAUER COMPRESSORS	No PMCHK00000777	\$714.00	
23782	6/6/2018	CHK	CURTIS L.N. & SONS	No PMCHK00000777	\$1,718.46	
23783	6/6/2018	CHK	CIT Technology Fin Serv. Inc	No PMCHK00000777	\$966.67	
23784	6/6/2018	CHK	De Lage Landen Financial Ser	No PMCHK00000777	\$304.61	
23785	6/6/2018	CHK	Fitguard	No PMCHK00000777	\$3,344.38	
23786	6/6/2018	CHK	Gold Country Water	No PMCHK00000777	\$40.50	
23787	6/6/2018	CHK	GearGrid Corporation	No PMCHK00000777	\$2,833.00	
23788	6/6/2018	CHK	Interwest Consulting Group	No PMCHK00000777	\$1,244.22	
23789	6/6/2018	CHK	JRB Pest and Sanitation	No PMCHK00000777	\$155.00	
23790	6/6/2018	CHK	Kingsley Bogard, LLP	No PMCHK00000777	\$383.50	
23791	6/6/2018	CHK	Kronos Inc	No PMCHK00000777	\$900.00	
23792	6/6/2018	CHK	LIFE ASSIST	No PMCHK00000777	\$2,510.21	
23793	6/6/2018	CHK	MEEKS LUMBER	No PMCHK00000777	\$92.21	
23794	6/6/2018	CHK	NOR-CAL FPO	No PMCHK00000777	\$110.00	
23795	6/6/2018	CHK	NETWORK DESIGN ASSOC	No PMCHK00000777	\$1,125.00	
23796	6/6/2018	CHK	PG & E	No PMCHK00000777	\$4,524.66	
23797	6/6/2018	CHK	PLACER COUNTY SHERIFF	No PMCHK00000777	\$4,121.82	
23798	6/6/2018	CHK	Quill Corporation	No PMCHK00000777	\$166.96	
23799	6/6/2018	CHK	Recology Auburn Placer	No PMCHK00000777	\$627.30	
23800	6/6/2018	CHK	City of Roseville	No PMCHK00000777	\$4,178.44	
23801	6/6/2018	CHK	R & T Electric	No PMCHK00000777	\$1,430.00	
23802	6/6/2018	CHK	Sutter Medical Foundation	No PMCHK00000777	\$2,972.00	
23803	6/6/2018	CHK	Silverado Avionics Inc.	No PMCHK00000777	\$3,379.04	
23804	6/6/2018	CHK	SCI Consulting Group	No PMCHK00000777	\$5,826.30	
23805	6/6/2018	CHK	STERICYCLE INC	No PMCHK00000777	\$66.22	
23806	6/6/2018	CHK	Sac Metro Fire	No PMCHK00000777	\$227.53	
23807	6/6/2018	CHK	SCOTTS PPE RECON	No PMCHK00000777	\$2,247.17	
23808	6/6/2018	CHK	US Bank Corporate Payment Sy	No PMCHK00000777	\$8,544.04	
23809	6/6/2018	CHK	VOYAGER	No PMCHK00000777	\$77.27	
23810	6/6/2018	CHK	Valley Clinical and Consulti	No PMCHK00000777	\$450.00	
23811	6/6/2018	CHK	Ramirez, Jacob A	No PMCHK00000778	\$240.00	
23812	6/6/2018	CHK	Vought, Jon G	No PMCHK00000778	\$180.00	
83 Transaction(s)					\$165,700.62	\$0.00

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South Placer Fire District
CHECKBOOK REGISTER REPORT
Bank Reconciliation

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User ID: kmedeiros

Checkbook ID	Description	User-Defined 1			Current Balance	
Number	Date	Type	Paid To/Rcvd From	Reconciled Origin	Payment	Deposit
98 Total Transaction(s)						

System: 6/8/2018 10:06:51 AM
User Date: 6/8/2018

South Placer Fire District
CHECK DISTRIBUTION REPORT
Payables Management

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User ID: kmedeiros

Ranges:	From:	To:	From:	To:
Vendor ID	First	Last	Checkbook ID	PLACER COUNTY
Vendor Name	First	Last	Check Number	First
Check Date	5/3/2018	6/8/2018		WELLS FARGO OP
				Last

Sorted By: Checkbook ID

Distribution Types Included: PURCH

Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number	Invoice Number	Original Voucher Amount			
A212 27588	AFLAC 27588	PLACER COUNTY	23421	6/5/2018	\$842.72
	May 2018 Premium		\$842.72		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-1550-000	Agency Share Insurance	\$842.72	\$0.00	
H116 27600	HI-TECH 160013	PLACER COUNTY	23422	6/5/2018	\$127,350.00
	2018 Medix Type 3 Ambulance		\$127,350.00		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-4510-026	Medic Remount/Refurbish 80%	\$127,350.00	\$0.00	
P101 27589	P.E.R.S 27589	PLACER COUNTY	23423	6/5/2018	\$78,826.27
	June premium		\$78,826.27		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-0215-000	Group Insurance Payable	\$26,857.01	\$0.00	
	PURCH 0-000-1550-000	Agency Share Insurance	\$51,969.26	\$0.00	
P159 27590	PRINCIPAL MUTUAL 27590	PLACER COUNTY	23424	6/5/2018	\$7,786.45
	June dental premium		\$7,786.45		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-1550-000	Agency Share Insurance	\$7,786.45	\$0.00	
S194 27593	SOUTH PLACER FIREFIGHTERS PP 23 UNION	PLACER COUNTY	23425	6/5/2018	\$1,160.10
	EE Union Dues PP 23		\$1,160.10		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-0218-000	Union Dues Payable	\$1,160.10	\$0.00	
S194 27594	SOUTH PLACER FIREFIGHTERS PP 24 UNION	PLACER COUNTY	23426	6/5/2018	\$1,160.10
	EE Union Dues PP 24		\$1,160.10		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-0218-000	Union Dues Payable	\$1,160.10	\$0.00	
S233 27591	SPFAOA PP 23 SPFAOA	PLACER COUNTY	23427	6/5/2018	\$108.93
	PP 23 SPFAOA		\$108.93		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-0218-000	Union Dues Payable	\$108.93	\$0.00	
S233 27592	SPFAOA PP 24 SPFAOA	PLACER COUNTY	23428	6/5/2018	\$108.93
	PP 24 SPFAOA dues		\$108.93		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-0218-000	Union Dues Payable	\$108.93	\$0.00	
T160 27595	TASC/ Total Admin Service PP23 DC/MR	PLACER COUNTY	23429	6/5/2018	\$2,914.88
	EE/ER MR DC PP 23		\$2,914.88		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-0216-000	Flexible Benefits Payable	\$804.97	\$0.00	

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South Placer Fire District
 CHECK DISTRIBUTION REPORT
 Payables Management

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Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number	Invoice Number	Original Voucher Amount			
	PURCH 0-000-1550-000	Agency Share Insurance		\$2,109.91	\$0.00
T160 27596	TASC/ Total Admin Service PP 24 DC/MR Type Account PURCH 0-000-0216-000 PURCH 0-000-1550-000	PLACER COUNTY EE/ER MR DC PP 24 Description Flexible Benefits Payable Agency Share Insurance	23430 \$2,914.88	6/5/2018 Debit \$804.97 \$2,109.91	\$2,914.88 Credit \$0.00 \$0.00
T160 27597	TASC/ Total Admin Service 27597 Type Account PURCH 0-000-0216-000	PLACER COUNTY 7/1/18-7/31/18 Description Flexible Benefits Payable	23431 \$213.54	6/5/2018 Debit \$213.54	\$213.54 Credit \$0.00
V125 27598	Voya Financial Trust Co. PP 23 DEF COMP Type Account PURCH 0-000-0214-000	PLACER COUNTY EE Def Comp PP 23 Description 457 Deferred Comp. Payable	23432 \$8,212.44	6/5/2018 Debit \$8,212.44	\$8,212.44 Credit \$0.00
V125 27599	Voya Financial Trust Co. PP 24 DEF COMP Type Account PURCH 0-000-0214-000	PLACER COUNTY EE Def Comp PP 24 Description 457 Deferred Comp. Payable	23433 \$8,362.44	6/5/2018 Debit \$8,362.44	\$8,362.44 Credit \$0.00
T160 27697	TASC/ Total Admin Service PP 25 MRA/DC Type Account PURCH 0-000-0216-000 PURCH 0-000-1550-000	PLACER COUNTY PP 25 EE/ER MR&DC Description Flexible Benefits Payable Agency Share Insurance	23434 \$2,914.88	6/8/2018 Debit \$804.97 \$2,109.91	\$2,914.88 Credit \$0.00 \$0.00
A164 27476	ACE HARDWARE 021256 Type Account PURCH 0-000-2038-000	WELLS FARGO OP Wall patch , glue, texture Description Training Supplies	23729 \$35.36	5/16/2018 Debit \$35.36	\$249.04 Credit \$0.00
27477	021258 Type Account PURCH 0-000-2225-016	Weed killer, primer bulbs Description 5300 Olive Ranch Road	\$142.78	Debit \$142.78	Credit \$0.00
27478	021325 Type Account PURCH 0-000-2225-001	Bubble wrap, spray paint Description 6900 Eureka Road	\$48.22	Debit \$48.22	Credit \$0.00
27479	021303 Type Account PURCH 0-000-2120-000	Green scour pads, mop Description Cleaning/Maintenance Supplies	\$22.68	Debit \$22.68	Credit \$0.00
A172 27480	ADVANTAGE GEAR 124812 Type Account PURCH 0-000-2135-000	WELLS FARGO OP Wildland boots Description Misc. Firefighting Equip/Supplies	23730 \$358.22	5/16/2018 Debit \$358.22	\$358.22 Credit \$0.00

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Voucher Number	Invoice Number	Original Voucher Amount			
B147 27482	BART INDUSTRIES 423233	WELLS FARGO OP	23731	5/16/2018	\$117.40
	Type Account	Brush head, wax, duster	\$101.30		
	PURCH 0-000-2120-000	Cleaning/Maintenance Supplies		Debit \$101.30	Credit \$0.00
27483	422211	Quik wax, yel oran	\$16.10		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2120-000	Cleaning/Maintenance Supplies		\$16.10	\$0.00
B176 27481	Bakotich, Joan CK 22426 REISSUE	WELLS FARGO OP	23732	5/16/2018	\$221.76
	Type Account	Ambulance refund	\$221.76		
	PURCH 0-000-2025-000	Ambulance Billing Services		Debit \$221.76	Credit \$0.00
B180 27575	Barrett's Roofing, Inc 1502	WELLS FARGO OP	23733	5/16/2018	\$37,650.00
	Type Account	Urethane foam & roof coatin	\$15,600.00		
	PURCH 0-000-4512-023	Shop Roof Complete Roof Seal		Debit \$15,600.00	Credit \$0.00
27576	1503	Urethane foam & roof coatin	\$14,200.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-4512-021	Station 20 Roof Seal & Foam		\$14,200.00	\$0.00
27577	1504	Urethane foam & roof coatin	\$7,850.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-4512-022	Station 19 Flat Roof Seal		\$7,850.00	\$0.00
C115 27484	CAPITAL CLUTCH & BRAKE 1508736	WELLS FARGO OP	23734	5/16/2018	\$553.95
	Type Account	Drums, shoes, hardware	\$553.95		
	PURCH 0-000-2222-710	2006 Freightliner/Hi-Tech BR19		Debit \$553.95	Credit \$0.00
C204 27485	CELL ENERGY 272550	WELLS FARGO OP	23735	5/16/2018	\$902.74
	Type Account	Group 31 batteries	\$505.02		
	PURCH 0-000-2222-000	Automotive Repairs/Supplies		Debit \$505.02	Credit \$0.00
27486	273376	Group 31 batteries	\$397.72		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-000	Automotive Repairs/Supplies		\$397.72	\$0.00
C210 27493	Dignity Health 17-388247	WELLS FARGO OP	23736	5/16/2018	\$2,402.98
	Type Account	Ambulance refund	\$2,402.98		
	PURCH 0-000-2025-000	Ambulance Billing Services		Debit \$2,402.98	Credit \$0.00
C233 27488	CUMMINS Pacific, LLC 023-13425	WELLS FARGO OP	23737	5/16/2018	\$1,791.73
	Type Account	ES complete ethylene glycol	\$525.52		
	PURCH 0-000-2222-000	Automotive Repairs/Supplies		Debit \$525.52	Credit \$0.00

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Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number	Invoice Number	Original Voucher Amount			
27489	023-12077	Seal O-Rings, washer spring	\$12.99		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-818	2004 Spartan HiTec		\$12.99	\$0.00
27490	007-85715	Data link adapter	\$1,025.85		
	Type Account	Description		Debit	Credit
	PURCH 0-000-4470-000	Shop Equipment		\$1,025.85	\$0.00
27491	008-82248	Insite training disk	\$227.37		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-000	Automotive Repairs/Supplies		\$53.22	\$0.00
	PURCH 0-000-4470-000	Shop Equipment		\$174.15	\$0.00
C263	Cooke, Yvonne	WELLS FARGO OP	23738	5/16/2018	\$60.37
27487	17-478479	Ambulance refund	\$60.37		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2025-000	Ambulance Billing Services		\$60.37	\$0.00
D101	DAWSON OIL	WELLS FARGO OP	23739	5/16/2018	\$581.89
27492	187775	Monthly billing	\$581.89		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2124-000	Fuel & Oil		\$581.89	\$0.00
D109	DRIVELINE SVC. OF SAC.	WELLS FARGO OP	23740	5/16/2018	\$506.56
27494	350192	U-joints, weights, yoke, etc	\$506.56		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-713	2012 Pierce International BR28		\$506.56	\$0.00
G110	GRAINGER, W.W.	WELLS FARGO OP	23741	5/16/2018	\$159.57
27499	9753297747	Check valve, spring check va	\$159.57		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-713	2012 Pierce International BR28		\$159.57	\$0.00
G158	Gold Country Water	WELLS FARGO OP	23742	5/16/2018	\$170.50
27495	0179840	Monthly billing	\$16.50		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2053-000	Food/Drink-Incident Supplies		\$16.50	\$0.00
27496	0202400	Monthly billing	\$22.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2053-000	Food/Drink-Incident Supplies		\$22.00	\$0.00
27497	0202564	Monthly billing	\$40.50		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2053-000	Food/Drink-Incident Supplies		\$40.50	\$0.00
27498	0202565	Monthly billing	\$73.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2053-000	Food/Drink-Incident Supplies		\$73.00	\$0.00

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Voucher Number	Invoice Number	Original Voucher Amount			
27578	0202722	Monthly billing	\$18.50		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2053-000	Food/Drink-Incident Supplies		\$18.50	\$0.00
H116 27504	HI-TECH 160573	WELLS FARGO OP 23743 Chock block holder, bead cha	\$237.46	5/16/2018	\$237.46
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-709	2001 KME Squad R17		\$237.46	\$0.00
H141 27500	HARRIS INDUSTRIAL GASES 01743936	WELLS FARGO OP 23744 3x3x3 8" angle	\$166.80	5/16/2018	\$620.50
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-000	Automotive Repairs/Supplies		\$166.80	\$0.00
27501	01744908	Cylinder rental	\$231.95		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2130-000	Oxygen		\$231.95	\$0.00
27502	01743072	Torch parts, repair	\$78.90		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-000	Automotive Repairs/Supplies		\$78.90	\$0.00
27503	01744937	Cylinder rental	\$142.85		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2130-000	Oxygen		\$142.85	\$0.00
J128 27506	JRB Pest and Sanitation 34751	WELLS FARGO OP 23745 Monthly billing	\$120.00	5/16/2018	\$440.00
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-028	5840 Horseshoe Bar Rd		\$120.00	\$0.00
27507	34752	Monthly billing	\$80.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-016	5300 Olive Ranch Road		\$80.00	\$0.00
27508	35415	Monthly billing	\$80.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-003	7070 Auburn Folsom Road		\$80.00	\$0.00
27509	35416	Monthly billing	\$80.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-005	3505 Auburn Folsom Road		\$80.00	\$0.00
27510	35418	Monthly billing	\$80.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-006	4650 East Roseville Parkway		\$80.00	\$0.00
J135 27505	John Hancock 2723790206	WELLS FARGO OP 23746 Qtrly account fee	\$39.26	5/16/2018	\$39.26
	Type Account	Description		Debit	Credit
	PURCH 0-000-2030-000	Memberships/Subscriptions		\$39.26	\$0.00

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Voucher Number	Invoice Number	Original Voucher Amount			
K121 27585	KINCHELOE, TRACEY 27585	WELLS FARGO OP	23747	5/16/2018	\$75.01
	Type Account	Description		Debit	Credit
	PURCH 0-000-2040-000	Meals reimbursement Education/Training	\$75.01	\$75.01	\$0.00
L107 27513	LIFE ASSIST 853228	WELLS FARGO OP	23748	5/16/2018	\$1,724.90
	Type Account	Description		Debit	Credit
	PURCH 0-000-2127-000	Various medical supplies Medical Supplies	\$1,027.86	\$1,027.86	\$0.00
27579	853975	Selec-30 IV extrenson sets	\$697.04		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2127-000	Medical Supplies		\$697.04	\$0.00
L108 27580	Lionakis 67966	WELLS FARGO OP	23749	5/16/2018	\$12,710.00
	Type Account	Description		Debit	Credit
	PURCH 0-000-4520-022	Services, 3/16/18-4/15/18 Station 15 Schematic Design	\$12,710.00	\$12,710.00	\$0.00
L122 27511	Lehr Auto Electric SI13751	WELLS FARGO OP	23750	5/16/2018	\$2,813.32
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-713	Graphics pkg & installation 2012 Pierce International BR28	\$1,439.10	\$1,439.10	\$0.00
27512	SI14059	Graphics pkg & installation	\$1,374.22		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-605	1998 Ford Grass		\$1,374.22	\$0.00
M101 27514	Mission Uniform Services 507106479	WELLS FARGO OP	23752	5/16/2018	\$120.76
	Type Account	Description		Debit	Credit
	PURCH 0-000-2042-000	Shop laundry Laundry Service/Shop Coveralls	\$30.19	\$30.19	\$0.00
27515	507153536	Shop laundry	\$30.19		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2042-000	Laundry Service/Shop Coveralls		\$30.19	\$0.00
27516	507199926	Shop laundry	\$30.19		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2042-000	Laundry Service/Shop Coveralls		\$30.19	\$0.00
27517	507247083	Shop laundry	\$30.19		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2042-000	Laundry Service/Shop Coveralls		\$30.19	\$0.00
M113 27582	MEEKS LUMBER 1040697	WELLS FARGO OP	23753	5/16/2018	\$28.82
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-028	Shower repair parts 5840 Horseshoe Bar Rd	\$28.82	\$28.82	\$0.00

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Voucher Number	Invoice Number	Original Voucher Amount			
M173 27518	Mottaghian, Alireza 17-303535	WELLS FARGO OP Ambulance refund	23754 \$106.80	5/16/2018	\$106.80
	Type Account	Description		Debit	Credit
	PURCH 0-000-2025-000	Ambulance Billing Services		\$106.80	\$0.00
N226 27519	NETWORK DESIGN ASSOC 70479	WELLS FARGO OP VPN configuration	23755 \$422.50	5/16/2018	\$422.50
	Type Account	Description		Debit	Credit
	PURCH 0-000-2122-001	Software Support		\$422.50	\$0.00
P115 27521	PHYSIO CONTROL 418091633	WELLS FARGO OP AED cuffs, elect assy, etc	23756 \$3,347.60	5/16/2018	\$3,347.60
	Type Account	Description		Debit	Credit
	PURCH 0-000-2127-000	Medical Supplies		\$3,347.60	\$0.00
P125 27522	PLACER COUNTY WATER 27522	WELLS FARGO OP Bi-monthly billing	23757 \$91.63	5/16/2018	\$783.23
	Type Account	Description		Debit	Credit
	PURCH 0-000-2041-028	Water - Station #28		\$91.63	\$0.00
27523	27523	Bi-monthly billing	\$90.01		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2041-005	Water - Station #20		\$90.01	\$0.00
27524	27524	Bi-monthly billing	\$70.47		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2041-028	Water - Station #28		\$70.47	\$0.00
27525	27525	Bi-monthly billing	\$68.95		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2041-028	Water - Station #28		\$68.95	\$0.00
27586	27586	Monthly billing	\$462.17		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2041-003	Water - Station #19		\$462.17	\$0.00
P207 27520	Patel, Hemma 18-17409	WELLS FARGO OP Ambulance refund	23758 \$106.80	5/16/2018	\$106.80
	Type Account	Description		Debit	Credit
	PURCH 0-000-2025-000	Ambulance Billing Services		\$106.80	\$0.00
Q004 27526	Quill Corporation 6875168	WELLS FARGO OP Toner, folders, paper, tape	23759 \$385.36	5/16/2018	\$385.36
	Type Account	Description		Debit	Credit
	PURCH 0-000-2129-000	Office Supplies/Computer		\$385.36	\$0.00
R104 27527	RAMOS ENVIRONMENTAL SVC. 168783	WELLS FARGO OP Stop charge, oil pickup	23760 \$90.75	5/16/2018	\$90.75
	Type Account	Description		Debit	Credit
	PURCH 0-000-2124-001	Station 17 Fuel		\$90.75	\$0.00

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Voucher Number	Invoice Number	Original Voucher Amount			
R115 27534	RIVERVIEW INTERNATIONAL 960865 Type Account PURCH 0-000-2222-713	WELLS FARGO OP Strainer kit, valve assy Description 2012 Pierce International BR28	23761 \$151.36	5/16/2018 Debit \$151.36	\$151.36 Credit \$0.00
R129 27528	Recology Auburn Placer 57559494 Type Account PURCH 0-000-2026-000	WELLS FARGO OP Monthly billing - Sta 15 Description Garbage	23762 \$30.38	5/16/2018 Debit \$30.38	\$629.84 Credit \$0.00
27529	57560914 Type Account PURCH 0-000-2026-000	Monthly billing - Sta 16 Description Garbage	\$30.38	Debit \$30.38	Credit \$0.00
27530	57559163 Type Account PURCH 0-000-2026-000	Monthly billing - Sta 17 Description Garbage	\$505.78	Debit \$505.78	Credit \$0.00
27531	57572596 Type Account PURCH 0-000-2026-000	Monthly billing - Sta 17 Description Garbage	\$30.38	Debit \$30.38	Credit \$0.00
27532	57572588 Type Account PURCH 0-000-2026-000	Monthly billing - Sta 20 Description Garbage	\$30.38	Debit \$30.38	Credit \$0.00
27533	280436 Type Account PURCH 0-000-2026-000	Monthly billing - Sta 28 Description Garbage	\$2.54	Debit \$2.54	Credit \$0.00
S005 27548	Sutter Medical Center 1084 Type Account PURCH 0-000-2023-000	WELLS FARGO OP TB screening Description Employee Physicals & Wellness	23763 \$35.00	5/16/2018 Debit \$35.00	\$807.00 Credit \$0.00
27549	1088 Type Account PURCH 0-000-2023-000	TB screening Description Employee Physicals & Wellness	\$35.00	Debit \$35.00	Credit \$0.00
27550	1095 Type Account PURCH 0-000-2023-000	TB screening Description Employee Physicals & Wellness	\$35.00	Debit \$35.00	Credit \$0.00
27551	1094 Type Account PURCH 0-000-2023-000	TB screening Description Employee Physicals & Wellness	\$35.00	Debit \$35.00	Credit \$0.00
27552	1090 Type Account	TB screening Description	\$35.00	Debit	Credit

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Voucher Number	Invoice Number	Original Voucher Amount			
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27553	1089	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27554	1086	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27555	1093	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27556	1085	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27557	1091	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27558	1087	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27559	1097	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27560	1098	DMV Physical	\$142.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$142.00	\$0.00
27561	1102	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27562	1101	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27563	1104	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27564	1100	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00

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Voucher Number	Invoice Number	Original Voucher Amount			
27565	1103	TB screening	\$35.00		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-2023-000	Employee Physicals & Wellness	\$35.00	\$0.00	
27566	1138	TB screening	\$35.00		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-2023-000	Employee Physicals & Wellness	\$35.00	\$0.00	
27567	1140	TB screening	\$35.00		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-2023-000	Employee Physicals & Wellness	\$35.00	\$0.00	
S006	Sutter Medical Foundation	WELLS FARGO OP	23764	5/16/2018	\$105.00
27545	1092	TB screening	\$35.00		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-2023-000	Employee Physicals & Wellness	\$35.00	\$0.00	
27546	1083	TB screening	\$35.00		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-2023-000	Employee Physicals & Wellness	\$35.00	\$0.00	
27547	1096	TB screening	\$35.00		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-2023-000	Employee Physicals & Wellness	\$35.00	\$0.00	
S107	SAN JUAN WATER	WELLS FARGO OP	23765	5/16/2018	\$963.00
27541	27541	Bi-monthly billing	\$146.56		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-2041-001	Water - Station #17	\$146.56	\$0.00	
27542	27542	Bi-monthly billing	\$286.32		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-2041-016	Water-Station 16 Olive Ranch	\$286.32	\$0.00	
27543	27543	Bi-monthly billing	\$530.12		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-2041-006	Water - Station #15	\$530.12	\$0.00	
S163	SACRAMENTO TRUCK CENTER	WELLS FARGO OP	23766	5/16/2018	\$5,352.95
27535	F009730236:01	Mirror switch	\$25.06		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-2222-818	2004 Spartan HiTec	\$25.06	\$0.00	
27536	F009731770:01	Air pressure gauge module	\$85.15		
	Type Account	Description	Debit	Credit	
	PURCH 0-000-2222-710	2006 Freightliner/Hi-Tech BR19	\$85.15	\$0.00	
27537	F009729758:01	Filters, shk absorber, eth g	\$841.99		
	Type Account	Description	Debit	Credit	

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Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number	Invoice Number	Original Voucher Amount			
	PURCH 0-000-2222-710	2006 Freightliner/Hi-Tech BR19		\$841.99	\$0.00
27538	F009730956:01	AMU module		\$69.06	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-710	2006 Freightliner/Hi-Tech BR19		\$69.06	\$0.00
27539	R009074455:01	EGR valve, harness, etc		\$4,331.69	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-818	2004 Spartan HiTec		\$4,331.69	\$0.00
S282	Consolidated Communications In	WELLS FARGO OP	23767	5/16/2018	\$2,970.25
27583	27583	Monthly billing		\$150.63	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2037-000	Telephone		\$150.63	\$0.00
27584	27584	Monthly billing		\$2,819.62	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2037-001	6900 Eureka Road		\$1,481.27	\$0.00
	PURCH 0-000-2037-003	7070 Auburn Folsom Road		\$450.46	\$0.00
	PURCH 0-000-2037-005	3505 Auburn Folsom Road		\$43.23	\$0.00
	PURCH 0-000-2037-006	4650 East Rsvl. Parkway		\$427.33	\$0.00
	PURCH 0-000-2037-016	Station 16 Olive Ranch		\$417.33	\$0.00
S286	SAMBA Holdings Inc	WELLS FARGO OP	23768	5/16/2018	\$64.16
27540	INV00079543	Driver monitoring		\$64.16	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$64.16	\$0.00
S298	Sprint	WELLS FARGO OP	23769	5/16/2018	\$116.87
27544	467197811-126	Monthly billing		\$116.87	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2037-000	Telephone		\$116.87	\$0.00
T117	TIFCO INDUSTRIES	WELLS FARGO OP	23770	5/16/2018	\$515.77
27568	71347228	Terminals, fittings, etc		\$290.37	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-000	Automotive Repairs/Supplies		\$290.37	\$0.00
27569	71351333	Nuts, fuses, tees, etc		\$225.40	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-000	Automotive Repairs/Supplies		\$225.40	\$0.00
U109	US Bank Corporate Payment Syst	WELLS FARGO OP	23771	5/16/2018	\$12,902.06
27570	27570	Monthly billing		\$12,902.06	
	Type Account	Description		Debit	Credit
	PURCH 0-000-2037-003	7070 Auburn Folsom Road		\$104.85	\$0.00
	PURCH 0-000-2037-005	3505 Auburn Folsom Road		\$129.85	\$0.00
	PURCH 0-000-2037-006	4650 East Rsvl. Parkway		\$79.85	\$0.00
	PURCH 0-000-2037-016	Station 16 Olive Ranch		\$79.85	\$0.00
	PURCH 0-000-2037-028	Station 28		\$391.56	\$0.00
	PURCH 0-000-2038-000	Training Supplies		\$179.00	\$0.00
	PURCH 0-000-2039-000	Business/Conference		\$3,490.11	\$0.00
	PURCH 0-000-2040-000	Education/Training		\$965.75	\$0.00

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Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number	Invoice Number	Original Voucher Amount			
	PURCH 0-000-2053-000	Food/Drink-Incident Supplies		\$122.04	\$0.00
	PURCH 0-000-2120-000	Cleaning/Maintenance Supplies		\$128.57	\$0.00
	PURCH 0-000-2124-000	Fuel & Oil		\$250.14	\$0.00
	PURCH 0-000-2129-000	Office Supplies/Computer		\$671.35	\$0.00
	PURCH 0-000-2135-000	Misc. Firefighting Equip/Supplies		\$926.24	\$0.00
	PURCH 0-000-2221-000	Radio Repair		\$89.90	\$0.00
	PURCH 0-000-2222-000	Automotive Repairs/Supplies		\$45.01	\$0.00
	PURCH 0-000-2222-014	2008 Ford F150 4X4		\$323.53	\$0.00
	PURCH 0-000-2222-605	1998 Ford Grass		\$1,489.35	\$0.00
	PURCH 0-000-2222-713	2012 Pierce International BR28		\$65.98	\$0.00
	PURCH 0-000-2222-818	2004 Spartan HiTec		\$106.71	\$0.00
	PURCH 0-000-2225-001	6900 Eureka Road		\$2,125.50	\$0.00
	PURCH 0-000-2225-006	4650 East Roseville Parkway		\$361.46	\$0.00
	PURCH 0-000-2523-000	Printing/Outside Services		\$21.53	\$0.00
	PURCH 0-000-4456-008	Furniture		\$435.95	\$0.00
	PURCH 0-000-4465-020	Desktop/Lap Top/Tablets/Mobile Comp		\$317.98	\$0.00
V114	Verizon Wireless	WELLS FARGO OP	23772	5/16/2018	\$1,123.17
27571	9806327253	Monthly billing	\$42.18		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2037-000	Telephone		\$42.18	\$0.00
27572	9806327297	Monthly billing	\$1,080.99		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2037-000	Telephone		\$1,080.99	\$0.00
W129	West Coast Frame	WELLS FARGO OP	23773	5/16/2018	\$150.00
27573	51130	Resurface yoke flange	\$150.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-818	2004 Spartan HiTec		\$150.00	\$0.00
W176	Western Placer Waste Managemen	WELLS FARGO OP	23774	5/16/2018	\$57.26
27574	34-02484860	Station clean-up dump run	\$57.26		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-016	5300 Olive Ranch Road		\$57.26	\$0.00
A137	ALL STAR FIRE EQUIPMENT	WELLS FARGO OP	23775	6/6/2018	\$10,261.68
27607	206877	1.75" blue line hose	\$10,261.68		
	Type Account	Description		Debit	Credit
	PURCH 0-000-4462-000	Firefighting Equipment		\$8,000.00	\$0.00
	PURCH 0-000-4472-000	Training/Operations Equipment		\$2,261.68	\$0.00
A163	AT & T	WELLS FARGO OP	23776	6/6/2018	\$142.77
27608	X05252018	Monthly billing	\$142.77		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2037-001	6900 Eureka Road		\$142.77	\$0.00
A164	ACE HARDWARE	WELLS FARGO OP	23777	6/6/2018	\$133.17
27601	020955	21 qt wastebasket	\$10.71		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-006	4650 East Roseville Parkway		\$10.71	\$0.00
27602	021495	Garden sprayer	\$10.93		
	Type Account	Description		Debit	Credit

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Voucher Number	Invoice Number	Original Voucher Amount			
	PURCH 0-000-2225-003	7070 Auburn Folsom Road		\$10.93	\$0.00
27603	021508	Stud sensor, 9-volt battery	\$30.01		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-016	5300 Olive Ranch Road		\$30.01	\$0.00
27604	021515	Bucket, hooks, door stops, e	\$53.84		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-016	5300 Olive Ranch Road		\$53.84	\$0.00
27605	021535	Spray paint, hose nozzle, et	\$27.68		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-016	5300 Olive Ranch Road		\$27.68	\$0.00
A172 27606	ADVANTAGE GEAR	WELLS FARGO OP 23778		6/6/2018	\$503.00
	125382	Turnout boots	\$503.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-4511-008	Structure PPE/Gear		\$503.00	\$0.00
B106 27614	BENS DOOR AND GATE	WELLS FARGO OP 23779		6/6/2018	\$3,000.00
	27614	Gate repair	\$3,000.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-003	7070 Auburn Folsom Road		\$3,000.00	\$0.00
B147 27609	BART INDUSTRIES	WELLS FARGO OP 23780		6/6/2018	\$271.02
	425136	Mower battery	\$36.04		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-001	6900 Eureka Road		\$36.04	\$0.00
27610	424545	Synthetic ATF LV	\$99.20		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-016	LFPD Ford Expedition		\$99.20	\$0.00
27611	426177	Coolant filter, quick wax	\$116.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-818	2004 Spartan HiTec		\$116.00	\$0.00
27612	426367	Primary wire	\$19.78		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2222-812	2001 Weststaes Pumper Engine OES 2		\$19.78	\$0.00
B155 27613	BAUER COMPRESSORS	WELLS FARGO OP 23781		6/6/2018	\$714.00
	0000231828	Compressor maintenance	\$714.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2226-000	SCBA/Stationary comp (maint/supplie		\$714.00	\$0.00
C146 27616	CURTIS L.N. & SONS	WELLS FARGO OP 23782		6/6/2018	\$1,718.46
	INV183708	Saw, extinguisher, hook, etc	\$1,545.74		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2135-000	Misc. Firefighting Equip/Supplies		\$1,545.74	\$0.00

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Voucher Number	Invoice Number	Original Voucher Amount			
27617	INV185675	Hydrant bucket	\$63.34		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2135-000	Misc. Firefighting Equip/Supplies		\$63.34	\$0.00
27618	INV166127	Orifice straight tip	\$55.77		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2135-000	Misc. Firefighting Equip/Supplies		\$55.77	\$0.00
27619	INV177772	Orifice smooth bore tip	\$53.61		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2135-000	Misc. Firefighting Equip/Supplies		\$53.61	\$0.00
C251 27615	CIT Technology Fin Serv. Inc	WELLS FARGO OP 23783		6/6/2018	\$966.67
	31926108	Copier lease 1	\$966.67		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2121-000	Copy Machine Contract/Maint.		\$966.67	\$0.00
D144 27620	De Lage Landen Financial Servi	WELLS FARGO OP 23784		6/6/2018	\$304.61
	59262666	Copier lease 2	\$304.61		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2121-000	Copy Machine Contract/Maint.		\$304.61	\$0.00
F198 27693	Fitguard	WELLS FARGO OP 23785		6/6/2018	\$3,344.38
	0000144810	Treadmill - Sta 28	\$3,344.38		
	Type Account	Description		Debit	Credit
	PURCH 0-000-4475-000	Rescue Equipment		\$3,344.38	\$0.00
G158 27622	Gold Country Water	WELLS FARGO OP 23786		6/6/2018	\$40.50
	0203263	Monthly billing - Sta 28	\$40.50		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2053-000	Food/Drink-Incident Supplies		\$40.50	\$0.00
G165 27621	GearGrid Corporation	WELLS FARGO OP 23787		6/6/2018	\$2,833.00
	0015660-IN	Gear lockers	\$2,833.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-4456-044	Gear Lockers Station 17		\$2,833.00	\$0.00
I134 27623	Interwest Consulting Group	WELLS FARGO OP 23788		6/6/2018	\$1,244.22
	40498	April services	\$1,244.22		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2043-001	Prevention Consulting Fees		\$1,244.22	\$0.00
J128 27624	JRB Pest and Sanitation	WELLS FARGO OP 23789		6/6/2018	\$155.00
	25126	Monthly billing	\$75.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-016	5300 Olive Ranch Road		\$75.00	\$0.00
27683	34804	Monthly billing	\$80.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-001	6900 Eureka Road		\$80.00	\$0.00

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Voucher Number	Invoice Number	Original Voucher Amount			
K127 27694	Kingsley Bogard, LLP 24670	WELLS FARGO OP	23790	6/6/2018	\$383.50
	February services		\$383.50		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2010-000	Labor Legal Fees		\$236.00	\$0.00
	PURCH 0-000-2043-000	Legal/Consulting Fees		\$147.50	\$0.00
K132 27625	Kronos Inc 11298574	WELLS FARGO OP	23791	6/6/2018	\$900.00
	SQL migration		\$900.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2122-000	Computer Service & Maint.		\$900.00	\$0.00
L107 27626	LIFE ASSIST 854994	WELLS FARGO OP	23792	6/6/2018	\$2,510.21
	Various medical supplies		\$2,510.21		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2127-000	Medical Supplies		\$2,510.21	\$0.00
M113 27627	MEEKS LUMBER 1042500	WELLS FARGO OP	23793	6/6/2018	\$92.21
	Training house roof prop		\$92.21		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2038-000	Training Supplies		\$92.21	\$0.00
N111 27631	NOR-CAL FPO 27631	WELLS FARGO OP	23794	6/6/2018	\$110.00
	Annual membership - Div Chie		\$55.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2030-000	Memberships/Subscriptions		\$55.00	\$0.00
27632	27632	Annual membership - Admin As	\$55.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2030-000	Memberships/Subscriptions		\$55.00	\$0.00
N226 27628	NETWORK DESIGN ASSOC 70520	WELLS FARGO OP	23795	6/6/2018	\$1,125.00
	Sta 17 VPN/firewall service		\$260.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2122-001	Software Support		\$260.00	\$0.00
27629	70580	District e-mail account	\$182.50		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2122-001	Software Support		\$182.50	\$0.00
27630	70632	IT service, fire alarm panel	\$682.50		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2122-001	Software Support		\$682.50	\$0.00
P111 27633	PG & E 27633	WELLS FARGO OP	23796	6/6/2018	\$4,524.66
	Sta 28 Training House		\$13.56		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2027-028	Station 28		\$13.56	\$0.00
27634	27634	Monthly billing	\$4,511.10		
	Type Account	Description		Debit	Credit

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Voucher Number	Invoice Number	Original Voucher Amount			
	PURCH 0-000-2027-001	6900 Eureka Road		\$1,512.17	\$0.00
	PURCH 0-000-2027-003	7070 Auburn Folsom Road		\$902.61	\$0.00
	PURCH 0-000-2027-005	3505 Auburn Folsom Road		\$429.54	\$0.00
	PURCH 0-000-2027-006	4650 East Rsvl. Parkway		\$347.87	\$0.00
	PURCH 0-000-2027-016	Station 16 5300 Olive Ranch Road		\$610.55	\$0.00
	PURCH 0-000-2027-028	Station 28		\$666.21	\$0.00
	PURCH 0-000-2027-029	Station 29		\$42.15	\$0.00
P196	PLACER COUNTY SHERIFF	WELLS FARGO OP 23797		6/6/2018	\$4,121.82
27635	2018-187	Fire RescueNet, ZOLL systems	\$4,121.82		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2056-000	Sun Pro User Maintenance Fee		\$2,400.00	\$0.00
	PURCH 0-000-2122-000	Computer Service & Maint.		\$1,721.82	\$0.00
Q004	Quill Corporation	WELLS FARGO OP 23798		6/6/2018	\$166.96
27684	7453123	Tape dispensers	\$49.30		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2129-000	Office Supplies/Computer		\$49.30	\$0.00
27685	7453502	Laminating pouches, calculat	\$68.94		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2129-000	Office Supplies/Computer		\$68.94	\$0.00
27686	7453507	Binders	\$48.72		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2129-000	Office Supplies/Computer		\$48.72	\$0.00
R129	Recology Auburn Placer	WELLS FARGO OP 23799		6/6/2018	\$627.30
27687	57599748	Monthly billing - Sta 15	\$30.38		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2026-000	Garbage		\$30.38	\$0.00
27688	57601163	Monthly billing - Sta 16	\$30.38		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2026-000	Garbage		\$30.38	\$0.00
27689	57599417	Monthly billing - Sta 17	\$505.78		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2026-000	Garbage		\$505.78	\$0.00
27690	57612541	Monthly billing - Sta 20	\$30.38		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2026-000	Garbage		\$30.38	\$0.00
27691	57612558	Monthly billing - Sta 19	\$30.38		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2026-000	Garbage		\$30.38	\$0.00
R134	City of Roseville	WELLS FARGO OP 23800		6/6/2018	\$4,178.44
27692	AR66727	April 2018 services	\$4,178.44		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2043-001	Prevention Consulting Fees		\$4,178.44	\$0.00

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Voucher Number	Invoice Number	Original Voucher Amount			
R146 27636	R & T Electric 12366	WELLS FARGO OP Falg pole light repair	23801 \$1,430.00	6/6/2018	\$1,430.00
	Type Account	Description		Debit	Credit
	PURCH 0-000-2225-016	5300 Olive Ranch Road		\$1,430.00	\$0.00
S006 27644	Sutter Medical Foundation 1175-1176	WELLS FARGO OP CBC & metabolic panel	23802 \$101.00	6/6/2018	\$2,972.00
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$101.00	\$0.00
27645	1170	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27646	1169	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27647	1171	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27648	1168	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27649	1156	X-Ray	\$61.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$61.00	\$0.00
27650	1133	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27651	1132	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27652	1158	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27653	1131	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27654	1157	TB screening	\$35.00		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00

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Voucher Number	Invoice Number	Original Voucher Amount			
27655	1142-43-44-45-46-48	Immunizations, TB screening	\$394.00		
Type	Account	Description		Debit	Credit
PURCH	0-000-2023-000	Employee Physicals & Wellness		\$394.00	\$0.00
27656	1141	TB screening	\$35.00		
Type	Account	Description		Debit	Credit
PURCH	0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27657	1149-50-51-52-53-55	Immunizations, TB screening	\$394.00		
Type	Account	Description		Debit	Credit
PURCH	0-000-2023-000	Employee Physicals & Wellness		\$394.00	\$0.00
27658	1130	TB screening	\$35.00		
Type	Account	Description		Debit	Credit
PURCH	0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27659	1137	TB screening	\$35.00		
Type	Account	Description		Debit	Credit
PURCH	0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27660	1135	TB screening	\$35.00		
Type	Account	Description		Debit	Credit
PURCH	0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27661	1122-24-27-28	Immunizations, TB screening	\$286.00		
Type	Account	Description		Debit	Credit
PURCH	0-000-2023-000	Employee Physicals & Wellness		\$286.00	\$0.00
27662	1134	TB screening	\$35.00		
Type	Account	Description		Debit	Credit
PURCH	0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27663	1136	TB screening	\$35.00		
Type	Account	Description		Debit	Credit
PURCH	0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27664	1159	TB screening	\$35.00		
Type	Account	Description		Debit	Credit
PURCH	0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00
27665	1160-61	Stress tests	\$203.00		
Type	Account	Description		Debit	Credit
PURCH	0-000-2023-000	Employee Physicals & Wellness		\$203.00	\$0.00
27666	1162-63-64-65-66-67	Physical, screenings	\$371.00		
Type	Account	Description		Debit	Credit
PURCH	0-000-2023-000	Employee Physicals & Wellness		\$371.00	\$0.00

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Vendor ID	Vendor Name		Checkbook ID	Check Number	Check Date	Check Amount	
Voucher Number	Invoice Number		Original Voucher Amount				
27667	1174	X-Ray		\$86.00			
	Type	Account	Description		Debit	Credit	
	PURCH	0-000-2023-000	Employee Physicals & Wellness		\$86.00	\$0.00	
27668	1177-78	CBC, metabolic panel		\$101.00			
	Type	Account	Description		Debit	Credit	
	PURCH	0-000-2023-000	Employee Physicals & Wellness		\$101.00	\$0.00	
27669	1187	Stress test		\$50.00			
	Type	Account	Description		Debit	Credit	
	PURCH	0-000-2023-000	Employee Physicals & Wellness		\$50.00	\$0.00	
27670	1172	TB screening		\$35.00			
	Type	Account	Description		Debit	Credit	
	PURCH	0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00	
27671	1173	TB screening		\$35.00			
	Type	Account	Description		Debit	Credit	
	PURCH	0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00	
27672	1179	Hep B test		\$59.00			
	Type	Account	Description		Debit	Credit	
	PURCH	0-000-2023-000	Employee Physicals & Wellness		\$59.00	\$0.00	
27673	1180	TB screening		\$35.00			
	Type	Account	Description		Debit	Credit	
	PURCH	0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00	
27674	1181	TB screening		\$35.00			
	Type	Account	Description		Debit	Credit	
	PURCH	0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00	
27675	1182	X-Ray		\$61.00			
	Type	Account	Description		Debit	Credit	
	PURCH	0-000-2023-000	Employee Physicals & Wellness		\$61.00	\$0.00	
27676	1184	TB screening		\$35.00			
	Type	Account	Description		Debit	Credit	
	PURCH	0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00	
27677	1185	TB screening		\$35.00			
	Type	Account	Description		Debit	Credit	
	PURCH	0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00	
27678	1186	TB screening		\$35.00			
	Type	Account	Description		Debit	Credit	
	PURCH	0-000-2023-000	Employee Physicals & Wellness		\$35.00	\$0.00	
S102	Silverado Avionics Inc.		WELLS FARGO OP	23803	6/6/2018	\$3,379.04	

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Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number	Invoice Number	Original Voucher Amount			
27642	9302	KNG UHF Radio	\$3,379.04		
	Type Account	Description		Debit	Credit
	PURCH 0-000-4469-000	Radio & Communications		\$3,379.04	\$0.00
S142	SCI Consulting Group	WELLS FARGO OP 23804		6/6/2018	\$5,826.30
27639	C7634	Benefit assmt admin, FY 18/1	\$5,826.30		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2043-000	Legal/Consulting Fees		\$5,826.30	\$0.00
S145	STERICYCLE INC	WELLS FARGO OP 23805		6/6/2018	\$66.22
27643	3004265684	Monthly billing, less credit	\$66.22		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2046-000	Medical Waste Disposal		\$66.22	\$0.00
S178	Sac Metro Fire	WELLS FARGO OP 23806		6/6/2018	\$227.53
27637	INV023812	FY 2015-16 1% admin fee (ACA	\$122.68		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2127-000	Medical Supplies		\$122.68	\$0.00
27638	INV023661	FY 2014-15 1% admin fee (ACA	\$104.85		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2127-000	Medical Supplies		\$104.85	\$0.00
S213	SCOTTS PPE RECON	WELLS FARGO OP 23807		6/6/2018	\$2,247.17
27640	34076	CitroSqueeze detergent	\$664.90		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2228-000	Turnout Clothing Maint.		\$664.90	\$0.00
27641	33884	Turnout repairs	\$1,582.27		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2228-000	Turnout Clothing Maint.		\$1,582.27	\$0.00
U109	US Bank Corporate Payment Syst	WELLS FARGO OP 23808		6/6/2018	\$8,544.04
27679	27679	Monthly billing	\$8,544.04		
	Type Account	Description		Debit	Credit
	PURCH 0-000-2037-003	7070 Auburn Folsom Road		\$133.40	\$0.00
	PURCH 0-000-2037-005	3505 Auburn Folsom Road		\$129.85	\$0.00
	PURCH 0-000-2037-006	4650 East Rsvl. Parkway		\$79.85	\$0.00
	PURCH 0-000-2037-016	Station 16 Olive Ranch		\$79.85	\$0.00
	PURCH 0-000-2037-028	Station 28		\$194.47	\$0.00
	PURCH 0-000-2039-000	Business/Conference		\$179.01	\$0.00
	PURCH 0-000-2040-000	Education/Training		\$3,790.70	\$0.00
	PURCH 0-000-2053-000	Food/Drink-Incident Supplies		\$382.06	\$0.00
	PURCH 0-000-2122-001	Software Support		\$129.28	\$0.00
	PURCH 0-000-2124-000	Fuel & Oil		\$215.26	\$0.00
	PURCH 0-000-2128-000	Miscellaneous Supplies		\$24.99	\$0.00
	PURCH 0-000-2129-000	Office Supplies/Computer		\$34.16	\$0.00
	PURCH 0-000-2135-000	Misc. Firefighting Equip/Supplies		\$2,420.36	\$0.00
	PURCH 0-000-2221-000	Radio Repair		\$250.15	\$0.00
	PURCH 0-000-2222-000	Automotive Repairs/Supplies		\$16.37	\$0.00
	PURCH 0-000-2225-001	6900 Eureka Road		\$342.54	\$0.00
	PURCH 0-000-2225-028	5840 Horseshoe Bar Rd		\$94.87	\$0.00
	PURCH 0-000-2225-029	Station 29		\$25.36	\$0.00
	PURCH 0-000-2523-000	Printing/Outside Services		\$21.51	\$0.00

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Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number	Invoice Number	Original Voucher Amount			
V102 27682	VOYAGER 869149567821	WELLS FARGO OP Monthly billing	23809 \$77.27	6/6/2018	\$77.27
	Type Account	Description		Debit	Credit
	PURCH 0-000-2124-000	Fuel & Oil		\$77.27	\$0.00
V122 27681	Valley Clinical and Consulting 4083	WELLS FARGO OP Pre-employment evaluation	23810 \$450.00	6/6/2018	\$450.00
	Type Account	Description		Debit	Credit
	PURCH 0-000-2045-000	Pre-Employment Physicals/Background		\$450.00	\$0.00
R170 27695	Ramirez, Jacob A MAY 18 STIPENDS	WELLS FARGO OP May 2018 Intern Stipends	23811 \$240.00	6/6/2018	\$240.00
	Type Account	Description		Debit	Credit
	PURCH 0-000-1005-000	Extra Help		\$240.00	\$0.00
V156 27696	Vought, Jon G MAY INTERN STIPENDS	WELLS FARGO OP May 2018 Intern Stipends	23812 \$180.00	6/6/2018	\$180.00
	Type Account	Description		Debit	Credit
	PURCH 0-000-1005-000	Extra Help		\$180.00	\$0.00

**SOUTH PLACER FIRE PROTECTION DISTRICT
INTEROFFICE MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: CHIEF ERIC G. WALDER
SUBJECT: BOARD MEETING AGENDA STAFF RECOMMENDATIONS
DATE: FRIDAY, JUNE 08, 2018
CC: BOARD SECRETARY KATHERINE MEDEIROS

Agenda Item: Final Approval for Continued Benefit Assessment:

Action Requested: Public hearing and action on Resolution No.11-2017/18

Background: In 2008, property owners in the Loomis Fire District approved a Benefit Assessment by 68.76% of the weighted ballots. Each year an Engineer's Report is prepared, and the assessment is adjusted by the change in the Cost Price Index (CPI), not to exceed 4%. This year's CPI adjustment is 2.94% for an increase of \$6.30 per single family equivalent benefit unit. Resolution No.11-2017/18 gives final approval to the Engineer's Report and CPI adjustment. Staff recommends approval.

Impact: The proposed assessment rate for fiscal year 2017-18 is \$220.56 per single-family equivalent unit, generating an estimated \$944,991 in revenue to the Fire District. The assessment accounts for approximately 50% of the Loomis fire stations annual and ongoing costs.

Attachments: May 2018 Engineer's Report, June 6, 2018 Citizen Oversight Committee Meeting Agenda and Minutes and Resolution No.11-2017/18.

Eric G. Walder, EFO
Fire Chief
South Placer Fire District



SOUTH PLACER FIRE PROTECTION DISTRICT

(FORMER LOOMIS FIRE PROTECTION DISTRICT)

FIRE PROTECTION AND EMERGENCY RESPONSE SERVICES ASSESSMENT

ENGINEER'S REPORT

MAY 2018

PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 50078
ET SEQ. AND ARTICLE XIID OF THE CALIFORNIA CONSTITUTION

ENGINEER OF WORK:
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LOOMIS FIRE PROTECTION DISTRICT

BOARD OF DIRECTORS

Gary Grenfell, President
Chris S. Gibson, Vice President
Sean Mullin, Clerk
Dave Harris, Director
Russ Kelly, Director
Tom Millward, Director
Terri Ryland, Director

SOUTH PLACER FIRE CHIEF

Eric Walder, Fire Chief

SECRETARY OF THE BOARD

Katherine Medeiros

ENGINEER OF WORK

SCI Consulting Group
John Bliss, M.Eng., P.E.

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INTRODUCTION

In June 2017 Loomis Fire Protection District (the "former District") completed the necessary steps, as directed by the Placer County Local Agency Formation Commission (PCLAFCO), in order to merge with South Placer Fire Protection District (the "Consolidated District"). The former District was formed in 1930 as a volunteer department. In 1984 the former District hired the first paid firefighter. The former District is located in the rural foothills of Placer County along Interstate 80, and its service area encompasses approximately 18 square miles. The former District includes most of the town of Loomis as well as some unincorporated areas. The former District also provides service along Interstate 80 and the main line for Amtrak and the Union Pacific Railroad, a major tourist transportation corridor.

The Consolidated District maintains and operates six fire stations, and currently has 60 full time employees and over 10-15 interns and volunteers. In addition to providing fire suppression, fire prevention, emergency response, emergency services, technical rescue, and advanced life support services the District also provides basic hazardous materials response, emergency vehicle maintenance and other services relating to the protection of lives and property. The Consolidated District is governed by a seven-member Board of Directors that are elected by divisions three Directors from the boundaries of the former District and four Directors elected from the original Boundaries of the South Placer Fire District, the Directors serve staggered four-year terms.

The former District's operations and services are funded from several sources: a fraction of ad valorem property taxes, special taxes and the Loomis Fire Protection and Emergency Response Services Assessment (the "Assessment District").

This Engineer's Report (the "Report") was prepared to:

- Describe the fire suppression, safety and emergency response services and equipment that would be funded by the assessments (the "Services")
- Establish a budget for the Services that would be funded by the proposed 2018-19 assessments
- Determine the benefits received from the Services by property within the Assessment District and
- Determine and assign a method of assessment apportionment to lots and parcels within the Assessment District.

This Report and the proposed assessments have been made pursuant to the California Government Code Section 50078 et seq. (the "Code") and Article XIID of the California Constitution (the "Article").

The Assessment District is narrowly drawn to include only properties that will benefit from the additional fire protection services that are provided by the assessment funds. The

Assessment Diagram included in this report shows the boundaries of the Assessment District.

LEGAL ANALYSIS

PROPOSITION 218

This assessment is formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now Article XIII C and XIII D of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including a property-owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment.

SILICON VALLEY TAXPAYERS ASSOCIATION, INC. v SANTA CLARA COUNTY OPEN SPACE AUTHORITY

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA vs. SCCOSA"). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Assessment District

This Engineer's Report is consistent with the SVTA vs. SCCOSA decision and with the requirements of Article XIII C and XIII D of the California Constitution because the Services to be funded are clearly defined; the Services are available to all benefiting property in the Assessment District, the benefiting property in the Assessment District will directly and tangibly benefit from improved protection from fire damage, increased safety of property and other special benefits and such special benefits provide a direct advantage to property in the Assessment District that is not enjoyed by the public at large or other property. There have been a number of clarifications made to the analysis, findings and supporting text in this Report to ensure that this consistency is well communicated.

DAHMS V. DOWNTOWN POMONA PROPERTY

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the court upheld an assessment that was

100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

BONANDER V. TOWN OF TIBURON

On December 31, 2009, the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

BEUTZ V. COUNTY OF RIVERSIDE

On May 26, 2010, the 4th District Court of Appeal issued a decision on the Steven Beutz v. County of Riverside ("Beutz") appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

COMPLIANCE WITH CURRENT LAW

This Engineer's Report is consistent with the requirements of Article XIIC and XIID of the California Constitution and with the SVTA decision because the Services to be funded are clearly defined; the Services are available to and will be directly provided to all benefiting property in the Assessment District; and the Services provide a direct advantage to property in the Assessment District that would not be received in absence of the Assessments.

This Engineer's Report is consistent with Dahms because, similar to the Downtown Pomona assessment validated in Dahms, the Services will be directly provided to property in the Assessment District. Moreover, while Dahms could be used as the basis for a finding of 0% general benefits, this Engineer's Report establishes a more conservative measure of general benefits.

The Engineer's Report is consistent with Bonander because the Assessments have been apportioned based on the overall cost of the Services and proportional special benefit to

each property. Finally, the Assessments are consistent with Beutz and Greater Golden Hill because the general benefits have been explicitly calculated and quantified and excluded from the Assessments.

ASSESSMENT PROCESS

In Fiscal Year 2008-09, the former Loomis Fire Protection District Board of Directors (the "former Board") by Resolution No. 11-2007 passed on November 7, 2007, called for an assessment ballot proceeding and public hearing on the proposed establishment of a Fire Protection and Emergency Response Services Assessment District. The new assessment was proposed because former District costs significantly exceeded revenues, and the former District could no longer afford to provide the levels of fire protection service desired by the Loomis community.

On November 19, 2007 a notice of assessment and assessment ballot was mailed to property owners within the proposed Assessment District boundaries. Such notice included a description of the Services to be funded by the proposed assessments, a proposed assessment amount for each parcel owned, and an explanation of the method of voting on the assessments. Each notice also included a postage prepaid ballot on which the property owner could mark his or her approval or disapproval of the proposed assessments as well as affix his or her signature.

After the ballots were mailed to property owners in the Assessment District, the required minimum 45 day time period was provided for the return of the assessment ballots. Following this 45 day time period, a public hearing was held on January 3, 2008 for the purpose of allowing public testimony regarding the proposed assessments. At the public hearing the public had the opportunity to speak on the issue.

With the passage of Proposition 218 on November 6, 1996, The Right to Vote on Taxes Act, now Article XIII C and XIII D of the California Constitution, the proposed assessments could be levied for fiscal year 2008-09, and to continue to levy them in future years, only if the ballots submitted in favor of the assessments were greater than the ballots submitted in opposition to the assessments. (Each ballot is weighted by the amount of proposed assessment for the property that it represents).

After the conclusion of the public input portion of the Public Hearing, all valid received ballots were tabulated by Judge Garbolino and it was determined that the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (weighted by the proportional financial obligation of the property for which ballots are submitted). Of the ballots received, 68.76% were in support of the proposed assessments.

As a result, the Board gained the authority to approve the levy of the assessments for fiscal year 2008-09 and to continue to levy them in future years. The Board took action, by Resolution No. 1-2008 passed on January 3, 2008, to approve the first year levy of the assessments for fiscal year 2008-09.

The authority granted by the ballot proceeding was for a maximum assessment rate of \$173.80 per single family home, increased each subsequent year by the San Francisco Bay Area Consumer Price Index (CPI) not to exceed 4% per year. In the event that the annual change in the CPI exceeds 4%, any percentage change in excess of 4% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 4%.

In each subsequent year for which the assessments will be levied, the Board must preliminarily approve at a public meeting a budget for the upcoming fiscal year's costs and services, an updated annual Engineer's Report, and an updated assessment roll listing all parcels and their proposed assessments for the upcoming fiscal year. At this meeting, the Board will also call for the publication in a local newspaper of a legal notice of the intent to continue the assessments for the next fiscal year and set the date for the noticed public hearing. At the annual public hearing, members of the public can provide input to the Board prior to the Board's decision on continuing the services and assessments for the next fiscal year.

If the assessments are so confirmed and approved, the levies would be submitted to the Placer County Auditor/Controller for inclusion on the property tax roll for Fiscal Year 2018-19. The levy and collection of the assessments would continue year-to-year until terminated by the Authority Board of Directors.

The fiscal year 2018-19 assessment budget includes outlays for supplies, firefighter salaries, and other fire suppression and protection programs. If the Board approves this Engineer's Report for fiscal year 2018-19 and the continuation of the assessments by Resolution, a notice of assessment levies must be published in a local paper at least 10 days prior to the date of the public hearing. Following the minimum 10-day time period after publishing the notice, a public hearing will be held for the purpose of allowing public testimony about the proposed continuation of the assessments for fiscal year 2018-19.

The public hearing is currently scheduled for June 13, 2018. At this hearing, the Board would consider approval of a resolution confirming the assessments for fiscal year 2018-19. If so confirmed and approved, the assessments would be submitted to the Placer County Auditor/Controller for inclusion on the property tax rolls for Fiscal Year 2018-19.

DESCRIPTION OF SERVICES

The Consolidated District provides a range of fire suppression protection, prevention, and educational services to its residents. The Services proposed to be undertaken by the Consolidated District and the cost thereof paid from the continuation of the annual assessment provide special benefit to Assessor Parcels within the Assessment District as defined in the Method of Assessment herein.

Following is a description of the Services that are provided for the benefit of property in the Assessment District. As previously discussed, due to inadequate funding peaking in 2007, the baseline level of service was diminishing and would have diminished further had this assessment not been instituted. With the passage of this assessment, the services were enhanced significantly, and current level of service is equal to, and above the level of service prior to the funding inadequacies in 2007. The formula below describes the relationship between the final level of improvements, the baseline level of service had the assessment not been instituted, and the enhanced level of improvements funded by the assessment.

Final Level of Service	=	Baseline Level of Service	+	Enhanced Level of Service
-----------------------------------	----------	--------------------------------------	----------	--------------------------------------

In addition to the definitions provided by the Code, the Services to be funded by the Assessment District are generally described as follows: obtaining, furnishing, operating, and maintaining fire suppression, protection and emergency services equipment and apparatus; payment of salaries, benefits and other compensation to fire fighting and fire prevention personnel; training and administration of volunteer personnel performing fire suppression, protection and emergency services; hazardous material response; disaster preparedness; community fire prevention education and fire inspection.

The Assessment District would also contribute to cover the general costs of administering the Consolidated District, its facilities and operations, as well as the salaries and benefits of firefighting personnel who provide fire suppression, protection and emergency services to parcels, improvements or property in the Assessment District.

COST AND BUDGET

The following budget lists the proposed expenditures funded by the Assessment District in Fiscal Year 2018-19.

TABLE 1 - COST AND BUDGET

LOOMIS FIRE PROTECTION DISTRICT Improved Fire Protection and Emergency Response Assessment Estimate of Cost Fiscal Year 2018-19			Total Budget
Beginning Fund Balance July 1, 2018			\$0
Services Costs			
Staffing, Salaries and Benefits			\$1,157,845
Salaries & Wages	\$829,802.00		
Fringe Benefits	\$230,566.00		
Payroll Taxes & Insurance	\$80,477.00		
Training & Wellness	\$17,000.00		
Maintenance			\$256,856
Apparatus & Equipment	\$105,000.00		
Facilities Maintenance & Supplies	\$74,856.00		
Personal Safety Equipment	\$54,000.00		
Emergency Medical Supplies	\$20,000.00		
Prevention & Public Education	\$3,000.00		
Capital Equipment and Fixed Assets			\$65,000
Apparatus Purchase	\$0.00		
Major Equipment Purchase	\$35,000.00		
Facility Upgrade	\$30,000.00		
Totals for Servicing			\$1,479,701
Incidental Costs			
District Administration and Project Management	\$340,964.00		
Allowance for Contingencies and Uncollectables	\$76,581.00		
Totals for Incidental Costs			\$417,545
Total Benefit of Services and Related Expenses			\$1,897,246
SFE Units			4284.51
Benefit received per Single Family Equivalent Unit			\$442.82
Less			
Beginning Fund Balance			\$0
Emergency Medical Supplies paid from other sources			(\$20,000)
District Contribution for General Benefits			(\$58,779)
District Contribution toward Special Benefits			(\$937,479)
Transfers to (from) reserves			\$64,003
Total Revenue from Other Sources¹			(\$952,255)
Net Cost of Fire Suppression and Protection Services			\$944,991
Total Fire Suppression and Protection Services Budget			\$944,991
(Net Amount to be Assessed)			
Budget Allocation to Property			
	Total SFE Units	Assessment per SFE	Total Assessment
	4,284.51	\$220.56	\$944,991.00

METHOD OF APPORTIONMENT

METHOD OF APPORTIONMENT

This section includes an explanation of the special benefits to be derived from the Services, the criteria for the expenditure of assessment funds and the methodology used to apportion the total assessments to properties within the Assessment District.

The Assessment District area consists of all Assessor Parcels within the former Loomis Fire Protection District, including all parcels within the Town of Loomis and the former Loomis Fire Protection District of Placer County. The method used for apportioning the assessment is based upon the proportional special benefits from the Services to be derived by the properties in the assessment area over and above general benefits conferred on real property or to the public at large. Special benefit is calculated for each parcel in the Assessment District using the following process:

1. Identification of all benefit factors derived from the Improvements
2. Calculation of the proportion of these benefits that are general
3. Determination of the relative special benefit within different areas within the Assessment District
4. Determination of the relative special benefit per property type
5. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type, property characteristics, improvements on property and other supporting attributes

DISCUSSION OF BENEFIT

California Government Code Section 50078 et seq. allows agencies which provide fire suppression services, both the Town of Loomis and former Loomis Fire Protection District of Placer County, to levy assessments for fire suppression services. Section 50078 states the following:

"Any local agency which provides fire suppression services directly or by contract with the state or a local agency may, by ordinance or by resolution adopted after notice and hearing, determine and levy an assessment for fire suppression services pursuant to this article."

In addition, California Government Code Section 50078.1 defines the term "fire suppression" as follows:

"(c) "Fire suppression" includes firefighting and fire prevention, including, but not limited to, vegetation removal or management undertaken, in whole or in part, for the reduction of a fire hazard."

Therefore, the Services to be provided by the Assessment District fall within the scope of services that may be funded by assessments under the Code.

The assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. Moreover, such benefit is not based on any one property owner's specific use of the Services or a property owner's specific demographic status. With reference to the requirements for assessments, Section 50078.5 of the California Government Code states:

"(b) The benefit assessment shall be levied on a parcel, class of improvement to property, or use of property basis, or a combination thereof, within the boundaries of the local agency, zone, or area of benefit."

"The assessment may be levied against any parcel, improvement, or use of property to which such services may be made available whether or not the service is actually used."

Proposition 218, as codified in Article XIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Since assessments are levied on the basis of special benefit, they are not a tax and are not governed by Article XIII A of the California Constitution.

The following section describes how and why the Services specially benefit properties. This benefit is particular and distinct from its effect on property in general or the public at large.

BENEFIT FACTORS

In order to allocate the assessments, the Engineer identified the types of special benefit arising from the Services that will be provided to property in the Assessment District. These benefit factors must confer a direct advantage to the assessed properties; otherwise they would be general benefit.

The following benefit categories have been established that represent the types of special benefit conferred to residential, commercial, industrial, institutional and other lots and parcels resulting from the improved fire protection and emergency response services that will be provided in the Assessment District. These categories of special benefit are derived from the statutes passed by the California Legislature and other studies, which describe the types of special benefit received by property from the Services by the Assessment District. These types of special benefit are summarized as follows:

INCREASED SAFETY AND PROTECTION OF REAL PROPERTY ASSETS FOR ALL PROPERTY OWNERS WITHIN THE ASSESSMENT DISTRICT.

The Assessments will fund improved fire protection and emergency response services, and thereby can reduce significantly the risk of property damage associated with fires. Clearly,

fire mitigation helps to protect and specifically benefits both improved properties and vacant properties in the Assessment District.

*"Fire is the largest single cause of property loss in the United States. In the last decade, fires have caused direct losses of more than \$120 billion and countless billions more in related cost."*¹

*"Over 140,000 wildfires occurred on average each year, burning a total of almost 14.5 million acres. And since 1990, over 900 homes have been destroyed each year by wildfires."*²

*"A reasonably disaster-resistant America will not be achieved until there is greater acknowledgment of the importance of the fire service and a willingness at all levels of government to adequately fund the needs and responsibilities of the fire service."*³

*"The strategies and techniques to address fire risks in structures are known. When implemented, these means have proven effective in the reduction of losses."*⁴

*"Statistical data on insurance losses bears out the relationship between excellent fire protection...and low fire losses."*⁵

PROTECTION OF VIEWS, SCENERY AND OTHER RESOURCE VALUES, FOR PROPERTY IN THE ASSESSMENT DISTRICT.

The Assessment District will provide funding for improved fire protection and emergency response services to protect public and private resources in the Assessment District. This benefits even those properties that are not directly damaged by fire by maintaining and improving the aesthetics and attractiveness of public and private resources in the community, as well as ensuring that such resources remain safe and well maintained.

*"Smoke affects people...for example, in producing haze that degrades the visual quality of a sunny day...The other visual quality effect is that of the fire on the landscape. To many people, burned landscapes are not attractive and detract from the aesthetic values of an area."*⁶

*"A visually preferred landscape can be the natural outcome of fuels treatments."*⁷

ENHANCED UTILITY AND DESIRABILITY OF THE PROPERTIES IN THE ASSESSMENT DISTRICT.

The Assessments will fund improved fire protection and emergency response services in the Assessment District. Such Services will enhance the utility and desirability of the properties in the assessment district.

"The quality of life of rural areas is affected by the quality of services produced and provided by local government...In addition, the quantity and quality of services produced and provided have a direct effect on the competitiveness of an area, its ability to appeal to, and retain private enterprises in economically viable activities." 8

"A community committed to saving lives and property needs trained firefighters, proper equipment, and adequate supplies of water. Insurance companies consider it good public policy –and good business– to promote and encourage the efforts of individual communities to improve their fire-protection services." 9

BENEFIT FINDING

In summary, real property located within the boundaries of the Assessment District distinctly and directly benefits from increased safety and protection of real property, increased protection of scenery and views, and enhanced utility of properties in the Assessment District. These are special benefits to property in much the same way that sewer and water facilities, sidewalks and paved streets enhance the utility and desirability of property and make them more functional to use, safer and easier to access.

GENERAL VERSUS SPECIAL BENEFIT

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

Total Benefit	=	Total General Benefit	+	Total Special Benefit
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There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" and are not necessarily proximate to the improvements.

In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

The starting point for evaluating general and special benefits is the 2007 baseline level of service, had the assessment not been approved by the community. The assessment will fund Services "over and above" this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

General Benefit	=	Benefit to Real Property Outside the Assessment District	+	Benefit to Real Property Inside the Assessment District that is Indirect and Derivative	+	Benefit to the Public at Large
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Special benefit, on the other hand, is defined in the state constitution as "a particular and distinct benefit over and above general benefits conferred on real property located in the former District or to the public at large." The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it "receives a direct advantage from the improvement (e.g., proximity to a park)." In this assessment, as noted, the improved Services are available when needed to all properties in the Assessment District, so the overwhelming proportion of the benefits conferred to property is special, and are only minimally received by property outside the Assessment District or the public at large.

Proposition 218 twice uses the phrase "over and above" general benefits in describing special benefit. (Art. XIID, sections 2(i) & 4(f).) Arguably, all of the Services being funded by the assessment would be a special benefit because the Services would particularly and distinctly benefit the properties in the Assessment District over and above the baseline benefits.

Nevertheless, arguably some of the Services would benefit the public at large and properties outside the Assessment District. In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided to property in the assessment district. Similar to the assessments in Pomona that were validated by Dahms, the Assessments described in this Engineer's Report fund fire suppression services directly provided to property in the assessment area. Moreover, every property within the Assessment District will receive the Services, when and if a fire occurs. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

CALCULATING GENERAL BENEFIT

This section provides a measure of the general benefits from the assessments

BENEFIT TO PROPERTY OUTSIDE THE ASSESSMENT DISTRICT

Properties within the Assessment District receive almost all of the special benefits from the Services because the Services will be provided solely in the Assessment District boundaries. (It should be noted that these Services may, at times, be used outside the Assessment District boundaries. However, this use is part of a mutual aid agreement and should be exactly offset by use of Services from other agencies within the Assessment District boundaries.) Properties proximate to, but outside of, the proposed boundaries of the Assessment District receive some benefit from the proposed Services due to some degree of indirectly reduced fire risk to their property. These parcels that are proximate to the boundaries of the Assessment District are estimated to receive less than 50% of the benefits relative to parcels within the Assessment District because they do not directly receive the improved fire protection resulting from the Services funded by the Assessments.

At the time the Assessment District was formed, there were approximately 214 of these "proximate" properties.

CRITERIA:

214 PARCELS OUTSIDE THE ASSESSMENT DISTRICT BUT PROXIMATE TO THE ASSESSMENT DISTRICT BOUNDARIES

4,632 PARCELS IN THE ASSESSMENT DISTRICT

50% RELATIVE BENEFIT COMPARED TO PROPERTY WITHIN THE ASSESSMENT DISTRICT

CALCULATION:

GENERAL BENEFIT TO PROPERTY OUTSIDE THE ASSESSMENT DISTRICT = $214/4,846 \times .5 = 2.21\%$

Although it can reasonably be argued that properties protected inside, but near the Assessment District boundaries are offset by similar fire protection provided outside, but near the Assessment District's boundaries, we use the more conservative approach of finding that 2.21% of the Services may be of general benefit to property outside the Assessment District.

BENEFIT TO PROPERTY *INSIDE* THE DISTRICT THAT IS *INDIRECT AND DERIVATIVE*

The "indirect and derivative" benefit to property within the Assessment District is particularly difficult to calculate. A solid argument can be presented that all benefit within the Assessment District is special, because the Services are clearly "over and above" and "particular and distinct" when compared with the 2007 baseline level of Services, had the assessment district not passed.

In determining the proposed Assessment District area, the District has been careful to limit it to an area of parcels that will directly receive the benefit of the improved Services. All parcels will directly benefit from the use of the improved Services throughout the Assessment District in order to maintain the same improved level of fire suppression and protection throughout the area. Fire protection and suppression will be provided as needed throughout the area. The shared special benefit - reduced severity and number of fires -

would be received on an equivalent basis by all parcels in the Assessment District. Furthermore, all parcels in the Assessment District would directly benefit from the ability to request service from the Consolidated District and to have a Consolidated District firefighter promptly respond directly to the parcel and address the owner's or resident's service need.

The SVTA vs. SCCOSA decision indicates that the fact that a benefit is conferred throughout the Assessment District area does not make the benefit general rather than special, so long as the Assessment District is narrowly drawn and limited to the parcels directly receiving shared special benefits from the service. This concept is particularly applicable in situations involving a landowner-approved assessment-funded extension of a local government service to benefit lands previously not receiving that particular service. The Consolidated District therefore concludes that, other than the small general benefit to properties outside the Assessment District (discussed above) and to the public at large (discussed below), all of the benefits of the Services to the parcels within the Assessment District are special benefits and it is not possible or appropriate to separate any general benefits from the benefits conferred on parcels in the Assessment District.

BENEFIT TO THE PUBLIC AT LARGE

With the type and scope of Services to be provided to the Assessment District, it is very difficult to calculate and quantify the scope of the general benefit conferred on the public at large. Because the Services directly serve and benefit all of the property in the Assessment District, any general benefit conferred on the public at large would be small. Nevertheless, there would be some indirect general benefit to the public at large.

The public at large uses the public highways, streets and sidewalks, and when traveling in and through the Assessment District and they may benefit from the services without contributing to the assessment. Although the protection of this critical infrastructure is certainly a benefit to all the property within the former District, it is arguably "indirect and derivative" and possibly benefits people rather than property. A fair and appropriate measure of the general benefit to the public at large therefore is the amount of highway, street and sidewalk area within the Assessment District relative to the overall land area. An analysis of maps of the Assessment District shows that approximately 3.7% of the land area in the Assessment District is covered by highways, streets and sidewalks. This 3.7% therefore is a fair and appropriate measure of the general benefit to the public at large within the Assessment District.

SUMMARY OF GENERAL BENEFITS

Using a sum of the measures of general benefit for the public at large and land outside the Assessment Area, we find that approximately 6% of the benefits conferred by the proposed Fire Protection and Emergency Response Assessment may be general in nature and should be funded by sources other than the assessment.

GENERAL BENEFIT =

2.2 % (OUTSIDE THE FORMER DISTRICT)
 + 0.0 % (INSIDE THE FORMER DISTRICT - INDIRECT AND DERIVATIVE)
 + 3.7 % (PUBLIC AT LARGE)
 =5.9% (TOTAL GENERAL BENEFIT)

The Assessment District's total budget for 2018-19 is \$1,897,246. Of this total budget amount, the Consolidated District will contribute approximately \$952,255 over 50% of the total budget from sources other than this assessment. This contribution constitutes significantly more than the 5.9% general benefits estimated by the Assessment Engineer.

BENEFIT FINDING

As noted, the assessment funds will be used to improve fire protection and emergency response services throughout the Assessment District. This Engineer's Report finds that the Services are a significant, tangible benefit that should reasonably and rationally confer more special benefit to properties in the Assessment District than the base assessment rate of \$200.60 per benefit unit.

ZONES OF BENEFIT

The Assessment District has been narrowly drawn. The assessments will fund improved fire protection and emergency response services relatively uniformly throughout the Assessment District. Therefore properties of similar type will receive essentially equivalent levels of special benefits and no Zones of Benefit are justified.

The SVTA vs. SCCOSA decision indicates:

In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not "particular and distinct" and are not "over and above" the benefits received by other properties "located in the district."

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefitting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district's property values).

In the assessment, the advantage that each parcel receives from the proposed fire suppression Services is direct, and the boundaries for the Assessment District are narrowly drawn so each parcel receives a similar level of benefit from the improved fire suppression Services. Therefore, the even spread of assessment throughout the Assessment District is indeed consistent with the OSA decision.

ASSESSMENT APPORTIONMENT

In the process of determining the appropriate method of assessment, the Assessment Engineer considered various alternatives. For example, an assessment only for all residential improved property was considered but was determined to be inappropriate because vacant, commercial, industrial and other properties also receive special benefits from the assessments.

Moreover, a fixed or flat assessment for all properties of similar type was deemed to be inappropriate because larger commercial/industrial properties and residential properties with multiple dwelling units receive a higher degree of benefit than other similarly used properties that are significantly smaller. For two properties used for commercial purposes, there clearly is a higher benefit provided to the larger property in comparison to a smaller commercial property because the larger property generally supports a larger building and has higher numbers of employees, customers and guests that would benefit from improved fire protection and emergency response services. This benefit ultimately flows to the property. Larger parcels, therefore, receive an increased benefit from the assessments.

The Assessment Engineer determined that the appropriate method of assessment should be based on the type of property, the relative risk of fire by type of property, the relative size of the property, and the relative damage value of fires by property type. This method is further described below.

METHOD OF ASSESSMENT

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a "benchmark" property, a single family detached dwelling on one parcel (one "Single Family Equivalent Benefit Unit" or "SFE"). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefits and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. In this Engineer's Report, all properties are assigned an SFE value, which is each property's relative benefit in relation to a single family home on one parcel. The relative benefit to properties from fire related services is:

EQUATION 1 – RELATIVE BENEFIT TO PROPERTIES

$$\text{Benefit} \approx \sum (\text{Fire Risk Factors}) + \sum (\text{Structure Value Factors})$$

That is, the benefit conferred to property is the "sum" of the risk factors multiplied by the "sum" of the structure value factors.

FIRE RISK FACTORS

Typical fire assessments are evaluated based upon the fire risk of a certain property type. These evaluations consider factors such as use of structure (e.g. used for cooking), type of structure (centralized heating), etc.

In 2003, the National Fire Protection Association ("NFPA"), one of the pre-eminent authorities on fire protection in the United States, published the 2003 US Fire Problem Overview Report. This report comprehensively tabulates the number of fires for each property type within the United States in the year 1999, and serves as a reasonable and rational basis to determine fire risk.

The number of fires for each property is then divided by the total number of that property type to determine un-normalized fire risk factor. Finally, the risk factors are normalized based upon a factor of 1.00 for a single family property. Table 2 below tabulates the Fire Risk Factors for each property type.

TABLE 2 – FIRE RISK FACTORS

Property Type	Normalized Fire Risk Factors
Single Family	1.0000
Multi-Family	1.8081
Commercial/Industrial	3.4403
Office	2.4102
Institutional	6.9004
Storage	20.4131
Agriculture - Orchards & Vineyards	0.4130
Agriculture - Rice & Flood Irrigation	0.4130
Agriculture - Pasture & Row Crops	0.3754
Agriculture - Dairy, Livestock, Animals	0.3379
Range Land & Open Space	0.0650
Vacant	0.2416

Analysis based upon: 2003 US Fire Problem Overview Report, NFPA

STRUCTURE VALUE FACTORS

The relative value of different property types was evaluated within the Assessment District area to determine the Structure Value Factor according to the following formula:

EQUATION 2 - STRUCTURE VALUE FACTORS

$$\sum (\text{Structure Value Factors}) \approx \frac{((\text{Structure Weighting Factor} * \text{Average Improved Value}) + (\text{Land Weighting Factor} * \text{Average Total Value}))}{* (\text{Unit Density Factor})}$$

Where:

"Structure Weighting Factor" = 10 to "weight" relative importance of structure over land.

"Average Improved Value" is average of value of all improvements (e.g. structures), per property type, as provided by County Assessor records.

Land Weighting Factor = 1

"Average Total Value" is average of value of all land + improvements (e.g. structures), per property type, as provided by County Assessor records. County assessor land values were not used directly because experience has shown total values to be more comprehensive.

Unit Density Factor corresponds to values with units (i.e. "per residential unit" or "per acre") based upon effective density of structures on parcels. It is used to correlate relative sizes of lots for different property uses.

Table 3 below is a tabulation of the Structure values for each property type as defined by Equation 2, above.

TABLE 3 – STRUCTURE VALUE FACTORS

Property Type	Normalized Structure Value Factor	Unit
Single Family	1.0000	each
Multi-Family	0.0734	res unit
Commercial/Industrial	1.7238	acre
Office	2.0106	acre
Institutional	0.3753	each
Vacant	0.5416	each
Storage	0.1328	acre
Agriculture - Orchards & Vineyards	0.0069	acre
Agriculture - Rice & Flood Irrigation	0.0063	acre
Agriculture - Pasture & Row Crops	0.0063	acre
Agriculture - Dairy, Livestock, Animals	0.0076	acre
Range Land & Open Space	0.0084	acre

AN EXAMPLE OF BENEFIT CALCULATION

Below is an example of the benefit calculation per Formula 1 for Commercial/Industrial parcels to illustrate the methodology. (A summary of the results of all calculations is given in Table 4):

COMMERCIAL/INDUSTRIAL EXAMPLE

The benefit is the fire risk times the structure value.

Benefit = Fire Risk * Structure Value
--

The fire risk of commercial/industrial parcels is determined by taking the percentage of all fires in commercial/industrial parcels, and dividing it by the percentage of parcels that are commercial/industrial. The fire percentages are taken from the NFPA 2003 US Fire Problem Overview Report. The resulting figure is normalized relative to the risk of a single family home by taking the percentage of fires in single family homes over the percentage of parcels that are single family homes, and dividing that figure into the commercial/industrial fire risk figure.

$$\text{Fire Risk} = ((\% \text{ of all fires}) / (\% \text{ of parcels})) / (\text{normalization factor versus Single Family Homes})$$

$$\% \text{ of all fires} = 9.147\% \text{ for commercial/industrial, and } 67.617\% \text{ for single family homes}$$

$$\% \text{ of parcels} = 3.366\% \text{ for commercial/industrial, and } 53.408\% \text{ for single family homes}$$

$$\text{Fire Risk} = ((9.147\% \text{ of all fires}) / (3.366\% \text{ of all parcels})) / ((67.617\% \text{ of all fires}) / (53.408\% \text{ of all parcels}))$$

$$\text{Fire Risk} = 3.4403$$

The structure value is determined by analyzing the County Assessor's data and adding the weighted average structure value to the weighted average total value and normalizing the result in relation to a single family home. The weighted average structure value is determined by taking the total improved value for all commercial/industrial parcels in the benefit area, and dividing that number by the total acres for all commercial/industrial parcels in that area to determine the average improved value per acre, and weighting the result by multiplying it by 10. Similarly, the average total value is determined by taking the total value for all commercial/industrial parcels in the benefit area, and dividing that number by the total acres for all commercial/industrial parcels in that area, and weighting the result by multiplying it by 1. The weighted average structure value is added to the weighted average total value, and the resulting figure is normalized relative to the risk of a single family home by dividing it by the total improved value of all single family homes in the benefit area and then dividing the result by the average unit density of single family homes (in order to convert this information to acreage).

$$\text{Structure Value} = ((\text{Avg. Structure Value} * 10) + (\text{Avg. Land Value} * 1)) / (\text{normalization factor versus Single Family Homes}) * (\text{Avg. Unit Density (to convert to acreage)})$$

$$\text{Average Structure Value for commercial/industrial} = \$1,015,467/\text{acre}$$

$$\text{Average Land Value for commercial/industrial} = \$423,572/\text{acre}$$

$$\text{Normalization Factor for Single Family Homes} = \$2,270,581$$

$$\text{Average Unit Density} = 0.37 \text{ acres}$$

$$\text{Structure Value} = (((\$1,015,467 * 10) + (\$423,572 * 1)) / (\$2,270,581)) * (0.37)$$

$$\text{Structure Value} = 1.7238/\text{acre}$$

Since the Benefit is the Fire Risk times the Structure Value, the Commercial/Industrial benefit is 5.930:

$$\text{Benefit} = (3.4403) * (1.7238) = 5.930/\text{acre}$$

SUMMARY OF BENEFITS FOR EACH PROPERTY TYPE

Per Equation 1, the relative special benefit for each property type (the "SFE" or "Single Family Equivalent" Benefit Units) is determined as the product of the normalized Fire Risk Factors and the normalized Structure Value Factors. Table 4 below, summarizes the benefit for each property type.

TABLE 4 – BENEFIT SUMMARY PER PROPERTY TYPE

Property Type	Fire Risk Factors	Structure Value Factors	SFE Factors	Unit
Single Family	1.0000	1.0000	1.0000	each
Multi-Family	1.8081	0.0734	0.1327	res unit
Commercial/Industrial	3.4403	1.7238	5.9302	acre
Office	2.4102	2.0106	4.8458	acre
Institutional	6.9004	0.3753	2.5900	each
Storage	20.4131	0.1328	2.7115	acre
Vacant			0.2500	each
Agriculture - Orchards & Vineyards	0.4130	0.0069	0.0029	acre
Agriculture - Rice & Flood Irrigation	0.4130	0.0063	0.0026	acre
Agriculture - Pasture & Row Crops	0.3754	0.0063	0.0024	acre
Agriculture - Dairy, Livestock, Animals	0.3379	0.0076	0.0026	acre
Range Land & Open Space	0.0650	0.0084	0.0005	acre

*SFE factor has been converted from "Per Acre" to "Per Each Parcel" by multiplying by effective average area.

RESIDENTIAL PROPERTIES

All improved residential properties with a single residential dwelling unit are assigned one Single Family Equivalent or 1.0 SFE. Residential properties on parcels that are larger than one acre receive additional benefit and are assigned additional SFEs on an "Agricultural/Rangeland" basis. Detached or attached houses, zero-lot line houses and town homes are included in this category.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the Services in proportion to the number of dwelling units that occupy each property. The relative benefit for multi-family properties was determined per Equation 1 to be 0.1327 SFEs per residential unit. This rate applies to condominiums as well.

COMMERCIAL/INDUSTRIAL & OFFICE PROPERTIES

Commercial and industrial properties are assigned benefit units per acre, since there is a relationship between parcel size, structure size and relative benefits. The relative benefit for commercial and industrial properties was determined per Equation 1 to be 5.9302 SFEs per acre. The relative benefit for office properties was determined per Equation 1 to be 4.8458 SFEs per acre.

VACANT AND UNDEVELOPED PROPERTIES

The relative benefit for vacant properties was determined per Equation 1 to be 0.2500 SFEs per parcel.

RANGELAND & OPEN SPACE AND DUCK CLUB PROPERTIES

The relative benefit for range land & open space properties was determined per Equation 1 to be 0.0005 SFEs per acre.

AGRICULTURAL PROPERTIES

The relative benefit for agricultural properties requires additional analysis, as required by Government Code 50078 and the unique agricultural properties within the boundaries. This analysis considered how agricultural operations may mitigate risk, onsite or proximate water availability, response time, capability of the fire suppression service, and any other factors which reflect the benefit to the land resulting from the fire suppression service provided. Agricultural properties have been categorized as Agriculture - Orchards & Vineyards, Agriculture - Rice & Flood Irrigation, Agriculture - Pasture & Row Crops, Agriculture - Dairy, Livestock, Animals according to use and other attributes, and have been analyzed for fire risk and structure value per Equation 1. The relative benefit for agricultural properties was determined per Equation 1 to be 0.0029 SFEs per parcel for Agriculture - Orchards & Vineyards, 0.0026 SFEs per parcel for Agriculture - Rice & Flood Irrigation, 0.0024 SFEs per parcel for Agriculture - Pasture & Row Crops, and 0.0026 SFEs per parcel for Agriculture - Dairy, Livestock, Animals.

OTHER PROPERTIES

Institutional properties such as publicly owned properties (and are used as such), for example, churches, are assessed at 2.5900 SFEs per parcel. The relative benefit for storage properties was determined per Equation 1 to be 2.7115 SFEs per acre.

Article XIID, Section 4 of the California Constitution states that publicly owned properties shall not be exempt from assessment unless there is clear and convincing evidence that those properties receive no special benefit.

All public properties that are specially benefited are assessed. Publicly owned property that is used for purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property.

CRITERIA AND POLICIES

This sub-section describes the criteria that shall govern the expenditure of assessment funds and ensures equal levels of benefit for properties of similar type. The criteria established in this Report, as finally confirmed, cannot be substantially modified; however, the Board may adopt additional criteria to further clarify certain criteria or policies established in this Report or to establish additional criteria or policies that do not conflict with this Report.

DURATION OF ASSESSMENT

The Assessment was originally levied for the first time in fiscal year 2008-09 and it was to be continued to be levied every year thereafter, so long as the risk of fire on property in the Assessment District remains in existence and the Consolidated District requires funding from the Assessment for its fire suppression Services. As noted previously, because the Assessment and the continuation of the Assessment were approved by property owners in an assessment ballot proceeding, the Assessment can be levied annually after the South Placer Fire Protection District Board of Directors approves an annually updated Engineer's Report, budget for the Assessment, Services to be provided, and other specifics of the Assessment. In addition, the Consolidated District Board of Directors must hold an annual public hearing to continue the Assessment.

APPEALS OF ASSESSMENTS LEVIED TO PROPERTY

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment or for any other reason may file a written appeal with the Fire Chief of the South Placer Fire Protection District or his or her designee. Any such appeal is limited to correction of an assessment during the then current fiscal year. Upon the filing of any such appeal, the Chief or his or her designee will promptly review the appeal and any information provided by the property owner. If the Chief or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the Chief or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the Chief or his or her designee shall be referred to the South Placer Fire Protection District Board of Directors and the decision of the Board shall be final.

ADDITIONAL BACKGROUND ON RELATIVE BENEFIT

When property owners are deciding how to cast their ballot for a proposed assessment, each property owner weighs the perceived value of the Services proposed to them and their property with the proposed cost of the assessment to their property. If property owners of a certain type of property are either opposed or in support of the assessment in much greater percentages than owners of other property types, this is an indication that, as a group, these property owners perceive that the proposed assessment has relatively higher or lower "utility" or value to their property relative to owners of other property types. One can also infer from these hypothetical ballot results, that the apportionment of benefit (and assessments) was too high or too low for that property type. In other words, property owners, by their balloting, ultimately indicate if they perceive the special benefits to their property to exceed the cost of the assessment, and, as a group, whether the determined level of benefit and proposed assessment (the benefit apportionment made by the Assessment Engineer) is consistent with the level of benefits perceived by the owners of their type of property relative to the owners of other types of property.

ASSESSMENT FUNDS MUST BE EXPENDED WITHIN THE ASSESSMENT DISTRICT AREA

The net available assessment funds, after incidental, administrative, financing and other costs, shall be expended exclusively for Services within the boundaries of the Assessment District, namely, the former District area.

CITIZENS' OVERSIGHT COMMITTEE

A Citizens' Oversight Committee (the "Citizens' Oversight Committee") will be established for the Assessment District. The Citizens' Oversight Committee shall review potential projects that may be funded by the assessments and shall make recommendations about the expenditure of assessment funds. Members of the Citizens' Oversight Committee will be nominated and approved by the Board of Directors of the Consolidated District. All members of the Citizens' Oversight Committee shall own property within the Assessment District and shall not have conflicts of interest with the Assessment District or the Services funded by the Assessments.

ASSESSMENT

WHEREAS, the former Board of Directors of the former Loomis Fire Protection District formed the Fire Protection and Emergency Response Services Assessment District and is proceeding with the proposed continuation of assessments under California Government Code sections 50078 et seq. (the "Code") and Article XIII D of the California Constitution (the "Article");

WHEREAS, the undersigned Engineer of Work has prepared and filed a report presenting an estimate of costs, a diagram for the Assessment District and an assessment of the estimated costs of the Services upon all assessable parcels within the Assessment District;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under said Code and Article and the order of the Board of said Consolidated District, hereby make the following assessment to cover the portion of the estimated cost of said Services, and the costs and expenses incidental thereto to be paid by the Assessment District.

The amount to be paid for said Services and the expense incidental thereto, to be paid by the Assessment District for the fiscal year 2018-19 is generally as follows:

TABLE 5 – SUMMARY COST ESTIMATE

FISCAL YEAR 2018-19 BUDGET	
Total for Servicing	\$1,479,701
Total Incidental Costs	\$417,545
Total Revenue from Other Sources	(\$952,255)
Total Fire Suppression & Protection Services Budget	\$944,991

An Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of said Assessment district. The distinctive number of each parcel or lot of land in said Assessment district is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion said net amount of the cost and expenses of said Services, including the costs and expenses incident thereto, upon the parcels and lots of land within said Assessment District, in accordance with the special benefits to be received by each parcel or lot, from the Services, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

The assessment is subject to an annual adjustment tied to the Consumer Price Index-U for the San Francisco Bay Area as of December of each succeeding year (the "CPI"), with a

maximum annual adjustment not to exceed 4%. Any change in the CPI in excess of 4% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 4%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 4% or 2) the change in the CPI plus any Unused CPI as described above.

The change in the CPI from December 2016 to December 2017 was 2.94% and the Unused CPI carried forward from the previous fiscal year is 0.0%. Therefore, the maximum authorized assessment rate for fiscal year 2018-19 is increased by 2.94% which equates to \$220.56 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2018-19 at the rate of \$220.56, which is equal to the maximum authorized assessment rate.

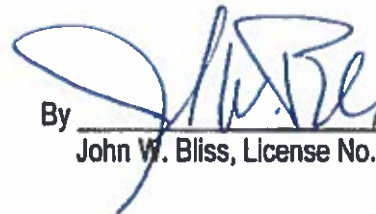
Since property owners in the Assessment District, in an assessment ballot proceeding, approved the initial fiscal year benefit assessment for special benefits to their property including the CPI adjustment schedule, the assessment may continue to be levied annually and may be adjusted by up to the maximum annual CPI adjustment without any additional assessment ballot proceeding. In the event that in future years the assessments are levied at a rate less than the maximum authorized assessment rate, the assessment rate in a subsequent year may be increased up to the maximum authorized assessment rate without any additional assessment ballot proceeding.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Placer for the fiscal year 2018-19. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of Placer County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2018-19 for each parcel or lot of land within the said Assessment District.

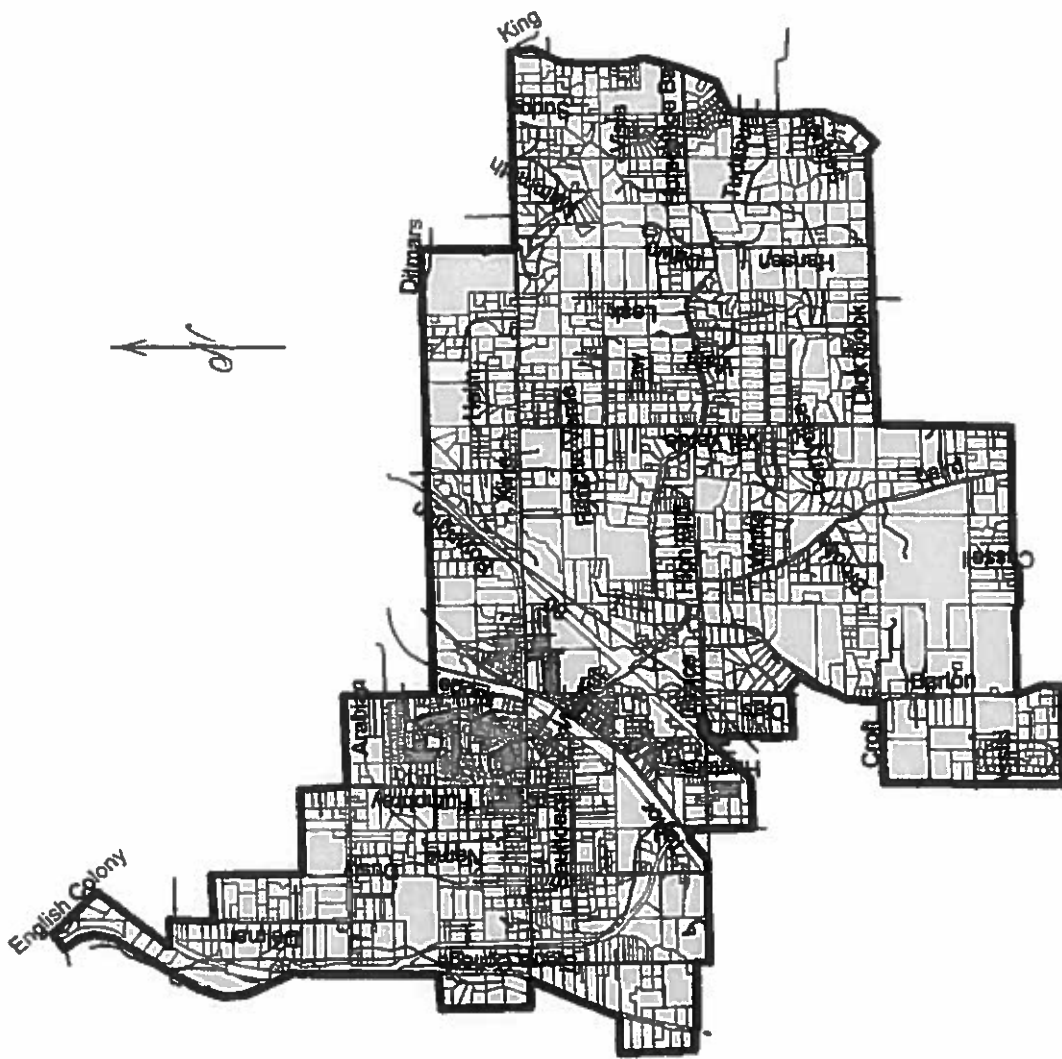
Dated: April 24, 2018

Engineer of Work



By 

John W. Bliss, License No. C052091





Legend

-  Loomis FPD Boundary
-  Parcels in the District
-  Streets

Note:
REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF PLACER FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCEL SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S PARCEL NUMBER.

FILED IN THE OFFICE OF THE FIRE CHIEF OF THE LOOMIS FIRE PROTECTION DISTRICT, COUNTY OF PLACER, CALIFORNIA, THIS _____ DAY OF _____, 2018.

FIRE CHIEF _____

RECORDED IN THE OFFICE OF THE DISTRICT MANAGER OF THE LOOMIS FIRE PROTECTION DISTRICT, COUNTY OF PLACER, CALIFORNIA THIS _____ DAY OF _____, 2018.

FIRE CHIEF _____

AN ASSESSMENT WAS CONFIRMED AND LEVIED BY THE BOARD OF THE LOOMIS FIRE PROTECTION DISTRICT, COUNTY OF PLACER, ON THE LOTS, PIECES AND PARCELS OF LAND ON THIS ASSESSMENT DIAGRAM ON THE _____ DAY OF _____, 2018 FOR THE FISCAL YEAR 2018-19 AND SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL FOR SAID FISCAL YEAR WERE FILED IN THE OFFICE OF THE COUNTY AUDITOR OF THE COUNTY OF PLACER ON THE _____ DAY OF _____, 2018. REFERENCE IS HEREBY MADE TO SAID RECORDED ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

FIRE CHIEF _____

FILED THIS _____ DAY OF _____, 2018 AT THE HOUR OF _____ O'CLOCK _____ M. IN THE OFFICE OF THE COUNTY TAX COLLECTOR OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, AT THE REQUEST OF THE BOARD OF THE LOOMIS FIRE PROTECTION DISTRICT.

COUNTY TAX COLLECTOR, COUNTY OF PLACER

Fire Protection and Emergency Response Services Assessment

Loomis Fire Protection District

ASSESSMENT DIAGRAM

The Assessment District includes all properties within the boundaries of the Fire Protection and Emergency Response Services District. The boundaries of the Assessment District are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions as shown on the maps of the Assessor of Placer County, and are incorporated herein by reference, and made a part of this Diagram and this Report.

APPENDICES

APPENDIX A – ASSESSMENT ROLL, FISCAL YEAR 2018-19

The Assessment Roll is made part of this report and is available for public inspection during normal office hours. Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference, made part of this report. These records shall govern for all details concerning the description of the lots of parcels.

END NOTES

¹ Insurance Services Offices Inc.

<http://www.rockwall.com/FireDepartment/Insurance%20Services%20Office%20Rating%20Information.pdf>

² Institute for Business & Home Safety, "Protect Your Home Against Wildfire Damage," <http://www.ibhs.org/publications/view.asp?id=125>

³ U.S. Fire Administration, Department of Homeland Security, "America Burning, Recommissioned: Principal Findings and Recommendations," p.1, <http://www.usfa.fema.gov/downloads/pdf/abr-rep.PDF>

⁴ U.S. Fire Administration, Department of Homeland Security, "America Burning, Recommissioned: Principal Findings and Recommendations," p.2, <http://www.usfa.fema.gov/downloads/pdf/abr-rep.PDF>

⁵ Insurance Services Offices Inc., p. 1, <http://www.rockwall.com/FireDepartment/Insurance%20Services%20Office%20Rating%20Information.pdf>

⁶ Weldon, Leslie A. C., "Dealing with Public Concerns in Restoring Fire to the Forest," General Technical Report INT-GTR-341 The Use of Fire in Forest Restoration, U.S. Forest Service, June 1996, p. 3

⁷ U.S. Forest Service, Department of Agriculture, "Social Science to Improve Fuels Management: A Synthesis of Research on Aesthetics and Fuels Management," p. 1, http://ncrs.fs.fed.us/pubs/gtr/gtr_nc261.pdf

⁸ Michigan State University Extension, Ag Experiment Station Special Reports – SR399301 – 07/28/98, "Community Resources and Restraints," p. 9, <http://web1.msue.msu.edu/imp/modsr/sr399301.html>

⁹ Insurance Services Offices Inc., p. 1, <http://www.rockwall.com/FireDepartment/Insurance%20Services%20Office%20Rating%20Information.pdf>

RESOLUTION NO. 11-2017/18

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SOUTH PLACER FIRE PROTECTION DISTRICT
APPROVING ENGINEER'S REPORT, CONFIRMING DIAGRAM AND ASSESSMENT, AND
ORDERING THE CONTINUATION OF ASSESSMENTS FOR FISCAL YEAR 2018-19
FOR THE SOUTH PLACER FIRE PROTECTION DISTRICT
FIRE PROTECTION AND EMERGENCY RESPONSE SERVICES ASSESSMENT**

WHEREAS, the former Loomis Fire Protection District (the "former District") was established was established in 1930 as a Volunteer Fire Department; and

WHEREAS, the mission of the former District is to provide fire prevention, emergency response and emergency medical services throughout its boundaries; and

WHEREAS, in June 2017 the former District completed the necessary steps in order to merge with South Placer Fire Protection District to form the new South Placer Fire Protection District as a merger of both former Fire Districts (the "Consolidated District"); and

WHEREAS, the Consolidated District is authorized, pursuant to the authority provided in California Government Code Section 50078 et seq. and Article XIID of the California Constitution, to levy assessments for fire suppression services; and

WHEREAS, an assessment for fire protection and emergency response services had been given the distinctive designation of the "Fire Protection and Emergency Response Services Assessment" ("Assessment"), and is primarily described as encompassing the former District boundaries.

WHEREAS, the first Engineer's Report for Fiscal Year 2008-09 described how the assessment would be established, determined the uses of the assessment funds, established the methodology by which the assessments would be applied to properties in the former District, established that the Assessment is subject to an annual adjustment tied to the annual change in the Consumer Price Index for the San Francisco Bay Area, and stated that the assessment would continue year-to-year until terminated by the Board of Directors; and

WHEREAS, although the methodology by which the assessments are applied to properties in the former District does not change from year to year, a new Engineer's Report is prepared each year in order to establish the CPI adjustment for that year; the new maximum authorized assessment rate for that year; the budget for that year; and the amount to be charged to each parcel in the former District that year, subject to that year's assessment rate and any changes in the attributes of the properties in the former District, including but not limited to use changes, parcel subdivisions, and/or parcel consolidations; and

WHEREAS, the Assessment was authorized by an assessment ballot proceeding conducted in 2008 and approved by 68.76% of the weighted ballots returned by property owners, and such assessments were levied in fiscal year 2008-09 by the former Board of Directors of the former Loomis Fire Protection District by Resolution No. 1-2008 passed on January 3, 2008; and

WHEREAS, the purpose of the Assessment District is for obtaining, furnishing, operating, and maintaining fire suppression, protection and emergency services equipment and apparatus; payment of salaries, benefits and other compensation to fire fighting and fire prevention personnel; training and administration of volunteer personnel performing fire suppression, protection and emergency services; hazardous material response; disaster preparedness; community fire prevention education and fire inspection, as described in the annual Engineer's Report; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the South Placer Fire Protection District that:

SECTION 1. SCI Consulting Group, the Engineer of Work, prepared an engineer's report (the "Report") in accordance with Article XIID of the California Constitution. The Report have been made, filed with the secretary of the board and duly considered by the Board and is hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under and pursuant to the foregoing resolution.

SECTION 2. On May 9, 2018, this Board adopted Resolution No. 09-2017/18 to continue to levy and collect Assessments for fiscal year 2018-19, preliminarily approving the Engineer's Report, and providing for notice of hearing on June 13, 2018, at the hour of seven (7:00) p.m. located at 6900 Eureka Rd, Granite Bay.

SECTION 3. At the appointed time and place the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the continuation of Assessments were fully heard and considered by this Board, and this Board thereby acquired jurisdiction to order the continuation of assessments prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof.

SECTION 4. The above recitals are true and correct.

SECTION 5. The public interest, convenience and necessity require that the continuation be made.

SECTION 6. The Engineer's Report for the Assessment together with the proposed assessment roll for fiscal year 2018-19 is hereby confirmed and approved.

SECTION 7. That based on the oral and documentary evidence, including the Engineer's Report offered and received at the public hearing, the Board expressly finds and determines that: (a) each of the several lots and parcels of land subject to the Assessment will be specially benefited by the services to be financed by the assessment proceeds in at least the amount of the assessment apportioned against such lots and parcels of land, respectively; (b) that the Assessment is continued without regard to property valuation; and (c) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, said finding and determination as to special benefit to property from the fire suppression, protection and emergency services to be financed with assessment proceeds.

SECTION 8. The assessments for fiscal year 2018-19 shall be continued at the rate of TWO HUNDRED TWENTY DOLLARS AND FIFTY-SIX CENTS (\$220.56) per single-family equivalent benefit unit as specified in the Engineer's Report for fiscal year 2018-19 with estimated total annual assessment revenues as set forth in the Engineer's Report.

SECTION 9. That the fire suppression, protection and emergency services to be financed with assessment proceeds described in the Engineer's Report are hereby ordered.

SECTION 10. No later than August 10 following such adoption, the Board shall file a certified copy of the diagram and assessment and a certified copy of this resolution with the Auditor of the County of Placer ("County Auditor"). Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown

in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all the laws providing for collection and enforcement shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Fire Suppression, Protection and Emergency Services Assessment.

SECTION 11. All revenues from Assessments shall be deposited in a separate fund established under the distinctive designation of the Fire Suppression, Protection and Emergency Services Assessment.

SECTION 12. The Assessment is levied without regard to property valuation.

SECTION 13. The Assessment, as it applies to any parcel, may be corrected, cancelled or a refund granted as appropriate, by order of the Board of Directors of the Consolidated District. Any such corrections, cancellations or refunds shall be limited to the current fiscal year.

The foregoing Resolution was PASSED and ADOPTED by the Board of Directors of the South Placer Fire Protection District at a regular meeting thereof held on June 13, 2018, located at 6900 Eureka Rd, Granite Bay.

AYES:
NOES:
ABSTAINED:
ABSENT:

Gary Grenfell, President, Board of Directors
South Placer Fire Protection District

ATTEST:

Katherine Medeiros, Secretary, Board of Directors,
South Placer Fire Protection District

**SOUTH PLACER FIRE PROTECTION DISTRICT
LOOMIS FIRE PROTECTION AND EMERGENCY RESPONSE SERVICES ASSESSMENT
CITIZENS' OVERSIGHT COMMITTEE MEETING MINUTES**

June 8, 2018

The meeting of the South Placer Fire Protection District's Loomis Fire Protection and Emergency Response Services Assessment Citizens' Oversight Committee was called to order at 8:00 a.m. at the South Placer Fire Station No. 28 in downtown Loomis with Chairman Randy Elder presiding.

Introductions and Pledge of Allegiance: Self-introductions were made and the Pledge of Allegiance was recited. Chief Walder announced that Dan Gibson has been appointed to the Oversight Committee to fill the vacancy created by the resignation of William M. Tudsbury.

Roll Call: Committee members present: Randy Elder, Roger Carroll, Dan Gibson and Jenine Windeshausen. Absent: Brian Phillipe. Staff in attendance Fire Chief Eric Walder, Deputy Chief Karl Fowler, Business Manager Katherine Medeiros and District Secretary Barbara Leak.

Public Comment: None

Approval of Minutes: On a motion by Jenine Windeshausen, seconded by Roger Carroll, the minutes of the Oversight Committee meeting of May 22, 2017, were approved as written.

Motion approved by the following vote: Ayes: Elder, Carroll, Gibson, Windeshausen; Noes: none; Abstain: none; Absent: Phillipe.

Review of Expenditure of Assessment Funds: All persons present were provided an information packet containing the following items:

- Loomis Fire Protection and Emergency Response Services Assessment Engineer's Report for Fiscal Year 2018-19,
- Two proposed budgets for projected revenues and expenditures for fiscal year 2018-19,
- Other supporting documentation.

Randy Elder reported that he reviewed the packet and all numbers are in line with numbers from previous years.

Chief Walder explained that there are two budget options. Option 1 allocates part of the Assessment funds to reserve accounts for apparatus, equipment and facilities replacement. Option 2 allocates the Assessment funds to current year expenditures only, and funds the reserve accounts from other revenue sources. He recommended Option 2 as it eliminates the future need to account for Assessment reserve balances.

Chief Walder also reported that he consulted with the civil engineer regarding the budgeting principles used to allocate costs to the Assessment District. The civil engineer agrees that the methodology used is appropriate.

On a motion by Jenine Windeshausen, seconded by Dan Gibson, the Committee approved recommendation to the Board of Directors of the South Placer Fire District to adopt Budget Option 2 as presented by the Fire Chief.

Motion approved by the following vote: Ayes: Elder, Carroll, Gibson, Windeshausen; Noes: none; Abstain: none; Absent: Phillipe.

Committee Members' Comments: Jenine Windeshausen commented that Loomis has been a success story, progressing from a small, struggling fire district, to obtaining needed funding by passage of the Assessment, to increasing service from basic life support to advance life support, and consolidating with the South Placer Fire District. The community now receives a higher level of service that is financially stable. Several neighboring fire districts in Placer County are still struggling.

Acceptance of Engineer's Report: On a motion by Roger Carroll, seconded by Dan Gibson, the Committee accepted the Loomis Fire Protection and Emergency Response Services Assessment Engineer's Report for Fiscal Year 2018-19, prepared by SCI Consulting Group, Inc.

Motion approved by the following vote: Ayes: Elder, Carroll, Gibson, Windeshausen; Noes: none; Abstain: none; Absent: Phillipe.

Adjournment: There being no further business, the meeting adjourned at 8:30 a.m.

Respectfully submitted,



Barbara Leak, District Secretary

Approved: _____, _____

**SOUTH PLACER FIRE PROTECTION DISTRICT
INTEROFFICE MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: CHIEF ERIC G. WALDER
SUBJECT: BOARD MEETING AGENDA STAFF RECOMMENDATIONS
DATE: FRIDAY, JUNE 08, 2018
CC: BOARD SECRETARY KATHERINE MEDEIROS

Agenda Item: Adoption of Cost of Living Adjustment for Parcel Fees:

Action Requested: Public hearing and action on Resolution No. 12-2017/18.

Background: In 1997, voters in the Loomis Fire District approved a parcel fee by 85.27% of the ballots. Each year the fee is adjusted by the change in the Cost Price Index (CPI) for the San Francisco Region. This year's CPI adjustment is 3.22% for an increase of \$ 3.38 per single family equivalent unit. Resolution No. 12-2017/18 adopts the CPI adjustment. Staff recommends approval.

Impact: The proposed assessment rate for fiscal year 2017-18 is \$108.50 per single-family unit generating approximately \$451,000 which is over 20% of the Loomis Fire Stations ongoing cost to operate.

Attachments: Resolution No. 12-2017/18.

E. Walder, Fire Chief
Loomis Fire District

RESOLUTION NO. 12-2017/18

**A RESOLUTION OF THE SOUTH PLACER FIRE PROTECTION DISTRICT
ADOPTING A COST OF LIVING ADJUSTMENT FOR PARCEL FEES APPROVED BY VOTERS
OF THE FORMER LOOMIS FIRE PROTECTION DISTRICT**

WHEREAS, voters of the former Loomis Fire Protection District (the "former District") in June 1997 did vote to approve a parcel fee on all property to support operation of the fire department; and

WHEREAS, in June 2017 the former District completed the necessary steps in order to merge with South Placer Fire Protection District to form the new South Placer Fire Protection District as a merger of both former Fire Districts (the "Consolidated District"); and

WHEREAS, the parcel fee approved by the voters also authorized an annual adjustment to such parcel fee based on changes to the Cost Price Index (CPI) for the San Francisco Region, urban areas, for the period of April 30 to April 30 of each year; and

WHEREAS, the Bureau of Labor Statistics in San Francisco has reported that the change in the CPI from April 2017 to April 2018 is an amount of 3.22 %; and

WHEREAS, notice has been given of the time and place for a hearing on this date on action to be taken regarding the CPI adjustment, and no protests were received on such action;

NOW, THEREFORE, BE IT RESOLVED by the Consolidated District Board of Directors that the parcel fee approved by voters is hereby adjusted by the amount of 3.22% that is shown as follows:

<u>Class of Property</u>	<u>Current Tax</u>	<u>Proposed Tax</u>
Single Family Unit	\$105.12	\$108.50
Apartment Building	\$105.12	\$108.50
Each Apartment Unit	\$51.40	\$53.05
Mobile Home Park	\$105.12	\$108.50
Each mobile home	\$ 5.00	\$ 5.16
All other uses	\$105.12	\$108.50

Passed and adopted on this 13th day of June 2018, by the following vote:

AYES:

NOES:

ABTAIN:

ABSENT:

Gary Grenfell, President, Board of Directors
South Placer Fire Protection District

ATTEST:

Katherine Medeiros, Secretary, Board of Directors,
South Placer Fire Protection District

**SOUTH PLACER FIRE PROTECTION DISTRICT
INTEROFFICE MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: CHIEF ERIC G. WALDER
SUBJECT: BOARD MEETING AGENDA STAFF RECOMMENDATIONS
DATE: FRIDAY, JUNE 08, 2018
CC: BOARD SECRETARY KATHERINE MEDEIROS

Agenda Item: Adoption of Cost of Living Adjustment for Special Zones of Benefit:

Action Requested: Public hearing and action on Resolution No. 13-2017/18.

Background: Within the Loomis Fire Protection District, special benefit zones have been established for certain commercial properties. These benefit zones have been approved by the owners of the properties. Each year the assessments levied on the benefit zones are adjusted by the change in the Cost Price Index (CPI) for all Urban Consumers -U.S. City Average.. Resolution No. No. 13-2017/18 approves the assessments in the amount listed below. Staff recommends approval.

Impact: The proposed assessment rates for fiscal year 2018-19 are as follows:

Single Family Dwelling Unit (DUE) Basis for Assessing Special Benefit	\$108.50
Zone-A- Raley's Center	\$7,695.95
Zone-C- Nazarene Office Center	660.96
Zone-D- Taylor Circle Center	614.91
Zone-E- Penryn Plaza	6,330.76
Zone-F- Twin Star Offices	279.38

Attachments: Resolution No. 13-2017/18.

Eric G. Walder, EFO
Fire Chief
South Placer Fire District

RESOLUTION NO. 13-2017/18

**A RESOLUTION OF THE SOUTH PLACER FIRE PROTECTION DISTRICT
ADOPTING A COST OF LIVING ADJUSTMENT
FOR ZONES OF BENEFIT FEES
APPROVED BY OWNERS OF THESE ZONES IN THIS DISTRICT**

Recitals and Findings:

WHEREAS, the South Placer Fire Protection District (the "Consolidated District") is following authorization set forth in Article 3 of the Government Code commencing with Section 50078 et seq. to levy an assessment for fire suppression purposes; and

WHEREAS, the express purpose for which this assessment is to be levied is to establish a stable source of supplementary funding to operate and maintain fire suppression services within newly developed areas or for the purpose of paying salaries and benefits of the firefighting personnel, or both, whether or not fire suppression services are actually used; and

WHEREAS, a Fire Protection Special Benefit Assessment District (the "Assessment District") was established by the former Loomis Fire Protection District (the "former District") to provide services to identified special purpose benefit zones with the assessment district and such zones have been organized for Raley's Center (zone A), Turtle Island (zone B), Nazarene Office Center (zone C), Taylor Circle Center (zone D), Penryn Plaza (zone E), and Twin Stars Office (zone F); and

WHEREAS, this Consolidated District finds that it is not possible to continue present levels of fire suppression and fire prevention services to the non-residential property described in the above mentioned zones without serious reduction in firefighting capability and consequent increase to property insurance cost for all properties within this former District; and

WHEREAS, any funds collected from the Assessment District authorized by this Resolution shall be expended only for fire suppression services within the former District. Pursuant to Section 50078 of the Government Code, the assessment may be made for the purpose of operating and maintaining firefighting suppression equipment or apparatus, or for the purpose of paying salaries and benefits of firefighting personnel, or both, whether or not such services are actually used by or upon a parcel, improvement or property. Any unexpended funds raised by the Assessment District, which remain at the end of the fiscal year, shall be carried over for the same purpose in the next following fiscal year; and

WHEREAS, for the purpose of this Assessment District the following terms are defined as shown:

- a) "Consolidated District" shall mean the South Placer Fire Protection District Board of Directors.
- b) "Assessment" shall mean the assessment authorized and imposed by this resolution.
- c) "Parcel" or "Parcels of Real Property" means a separate parcel of real property having a separate Assessor's parcel number as shown on the secured tax rolls of the County of Placer, or an assessment made by the State Board of Equalization.
- d) "Residential Parcel" shall mean a parcel of real property that is zoned for residential use according to the County Assessor.
- e) "Commercial Parcel" shall mean a parcel of real property that is classified for the business providing sales and/or services including any retail and/or wholesale operation according to the County Assessor.
- f) "Industrial Parcel" shall mean a parcel of real property classified for the manufacturing of goods, and the processing of raw materials according to the County Assessor.

Resolution__-2018 Continued

- g) "Agricultural Parcel" shall mean a parcel of real property that is classified for the agricultural activity as determined to be agriculture by the County Assessor.
- h) "Institutional Parcel" shall mean a parcel of real property that is classified for charitable, education or religious use according to the County Assessor.
- i) "Miscellaneous Parcel" shall mean a parcel of real property which has not been classified in one of the above categories by the County Assessor; and

IT IS NOW THEREFORE ORDERED BY THE BOARD OF SOUTH PLACER FIRE PROTECTION DISTRICT DIRECTORS THAT:

1. An assessment to raise revenue to fund fire suppression services is hereby levied upon the real property within the former District shown below for specific benefit zones. Such assessment shall be at the following maximum levy for the 2018-2019 fiscal year:

Single Family Dwelling Unit (DUE) Basis for Assessing Special Benefit	\$108.50
Zone-A- Raley's Center	\$7,695.95*
Zone-C- Nazarene Office Center	660.96
Zone-D- Taylor Circle Center	614.91
Zone-E- Penryn Plaza	6,330.76
Zone-F- Twin Star Offices	279.38

*Raley's Center Parcels are allocated as follows: Raley's: \$1,923.99; Burger King: \$1,923.99; Taco Bell: \$1,923.99; Starbucks (formerly Hallmark), Trend Cuts, Dry Cleaners and Round Table: \$1,923.99.

Note: All of the above zones of benefit are deemed to be in Category 3: Commercial/Industrial. Each zone is measured on the equivalent number of dwelling units (2,200 square feet per DUE) times the fuel load factor as determined by the National Fire Protection Association rating system.

Zone A is rated 2.5; Zone C and Zone D are rated 2.0; Zone E is rated 1.0; Zone F is rated at 2.86

2. MAXIMUM ASSESSMENT

All such assessments shall be payable upon insurance of a certificate of occupancy by the jurisdiction responsible for issuance and approval of building permits. All assessments are limited to the amount sated (multiplied by appropriate number of units), adjusted yearly for increases in the Consumer Price Index (CPI) of the U.S. Department of Labor, Bureau of Labor Statistics as stated below.

3. ADJUSTMENT FOR INCREASE IN CONSUMER PRICE INDEX

As of June of each year, the amount of assessment specified above shall be adjusted for the ensuing year based on the CPI for All Urban Consumers – U.S. City Average (1982-84 = 100) published by the United States Department of Labor, Bureau of labor Statistics. The increase, if any, measured from the base index, for the period of time from April 30 to April 30 of the next following year shall be reflected in the annual assessment.

4. CREDIT FOR CURRENT OR ANTICIPATED FINANCIAL CONDITIONS

Resolution__-2018 Continued

Prior to the forwarding to the Placer County Assessor the Fire Suppression Assessment Roll for the next fiscal year, the District Board may find that the current or anticipated financial conditions of the Fire District warrants a credit on the amount of the next fiscal year assessment. If a credit is to be applied to the next fiscal year assessment, the credit shall be applied after the current rate is adjusted according to the preceding increase for consumer price index.

5. COLLECTION

The County of Placer shall collect the assessment adopted herein, beginning with the 1996-97 fiscal year in the same manner and subject to the same penalty as other charges and taxes fixed and collected by or on behalf of the Consolidated District. The Consolidated District may elect to collect the herein-described Fire Suppression Assessment by a direct assessment, or may elect to include the assessment on the secured roll for the County, for county collection on behalf of the Consolidated District.

6. CORRECTIONS, CANCELLATIONS AND REFUNDS

On the order of the Fire District Board of Directors, the assessment may be corrected on any particular parcel of real property. In the event, the Consolidated District has elected to include the assessment on the secured rolls for the County of Placer, for county collections on behalf of the District

7. PROTESTS

On June 13, 2018, the Consolidated District Board of Directors conducted a public hearing upon the establishment of the Assessment levied by this Resolution. There were no written statements or verbal presentations to protest said assessment from owners of any of the parcels of property being assessed.

8. ELECTION

No election is required to approve the levying of the assessment for fire suppression services pursuant to this resolution.

THE FOREGOING RESOLUTION WAS PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE SOUTH PLACER FIRE DISTRICT ON THIS 13th DAY OF JUNE 2018 AT A MEETING OF SAID BOARD, DULY CALLED, NOTICED AND HELD ON SAID DAY, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABTAIN:
ABSENT:

Gary Grenfell, President, Board of Directors
South Placer Fire Protection District

ATTEST:

Katherine Medeiros, Secretary, Board of Directors,
South Placer Fire Protection District

**SOUTH PLACER FIRE PROTECTION DISTRICT
INTEROFFICE MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: CHIEF ERIC G. WALDER
SUBJECT: BOARD MEETING AGENDA STAFF RECOMMENDATIONS
DATE: FRIDAY, JUNE 08, 2018
CC: BOARD SECRETARY KATHERINE MEDEIROS

Agenda Item: Request for Placer County Collection of Special Assessments:

Action Requested: Staff recommends adoption of Resolution No. 14-2017/18 requesting collection services by the County.

Background: Special assessments levied by the Loomis Fire Protection District are included on Placer County property tax bills and are collected by the County on behalf of the Fire District. As a condition of collection, the County requires that the District warrant the legality of the charges and defend and indemnify the County from any challenge to the legality of the charges. Resolution No.14-2017/18 requests collection services by the County, with the aforementioned requirements. Staff recommends approval.

Impact: Placer County charges a fee for collection services in the amount 1% of the assessments levied.

Attachments: Resolution No. 14-2017/18.

Eric G. Walder, EFO
Fire Chief
South Placer Fire District

RESOLUTION NO. 14-2017/18

**A RESOLUTION OF THE SOUTH PLACER FIRE PROTECTION
REQUESTING COLLECTION OF CHARGES ON TAX ROLL
FOR TAX YEAR 2018-19**

WHEREAS, the South Placer Fire Protection District (hereinafter "District") request the County of Placer to collect on the County tax rolls certain charges that have been imposed pursuant to Section 50078 et seq. of the Government Code; and

WHEREAS, the County has required as a condition of collection of said charges that the District warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.

NOW, THEREFORE, Be it Resolved by the Board of Directors of District that:

1. The Auditor-Controller of Placer County is requested to attach for collection on County tax rolls those taxes per parcel of property as set forth in the attachment hereto said attachment being a copy of the resolution imposing a fire suppression assessment and a copy of property on which said assessment has been imposed commencing with fiscal 2018-2019.
2. The District warrants and represents that the assessment imposed by the District and requested to be collected fully comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).
3. The District releases and discharges County and its officers, agents and employees from any and all claims, demands, liabilities, cost and expenses, damages, caused of action and judgments in any manner arising out of the collection by the County of any assessment in behalf of the District.
4. The District agrees to and shall defend, indemnify and hold harmless County, its officers, agents and employees (the "Indemnified Parties") from any and all claim, demands, liabilities, cost and expenses, damages, cause of action and judgments in any manner arising out of the collection by County of any of District's said taxes requested to be collected by County for District, or in any arising out of District's establishment and imposition of said special taxes. District agrees that in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of District's taxes that County may offset the amount of judgment from any other monies collected by County on behalf of District including property taxes.
5. The District agrees that its officers, agents and employees will cooperate with the County in answering questions referred to District by County from any person concerning the District taxes, assessment, fees and/or charges and that District will not refer such persons to County officer and employees for response.
6. The District agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its cost in placing on the tax roll and collecting the assessment as provided by Government Code Section 29304 and 51800.

Resolution No. 14-2017/18 Continued

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE SOUTH PLACER FIRE PROTECTION DISTRICT this 13th day of June 2018 by the following vote:

AYES:
NOES:
ABTAIN:
ABSENT:

Gary Grenfell, President, Board of Directors
South Placer Fire Protection District

ATTEST:

Katherine Medeiros, Secretary, Board of Directors,
South Placer Fire Protection District

**SOUTH PLACER FIRE PROTECTION DISTRICT
INTEROFFICE MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: CHIEF ERIC G. WALDER
SUBJECT: BOARD MEETING AGENDA STAFF RECOMMENDATIONS
DATE: FRIDAY, JUNE 08, 2018
CC: BOARD SECRETARY KATHERINE MEDEIROS

Agenda Item: Fire Impact Fee Presentation:

Action Requested: Informational, opportunity for discussion and questions before final approval of the Districts new Fire Fee Program.

Background: Districts Consultant Blair Aas with SCI will give a short presentation to the Board on the Districts new Fire Impact Fee Program Nexus Study. This study will replace the two separate fire impact fees of the former Loomis Fire District and the South Placer Fire District.

Impact: Informational

Attachments: None

Eric G. Walder, EFO
Fire Chief
South Placer Fire District

**SOUTH PLACER FIRE PROTECTION DISTRICT
INTEROFFICE MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: CHIEF ERIC G. WALDER
SUBJECT: BOARD MEETING AGENDA STAFF RECOMMENDATIONS
DATE: FRIDAY, JUNE 08, 2018
CC: BOARD SECRETARY KATHERINE MEDEIROS

Agenda Item: 2018 Fire Fee Program Nexus Study:

Action Requested: Staff recommends discussion and action to approve by resolution the 2018 new Fire Fee Program Nexus Study.

Background: The rewrite of this plan is consistent with the 2017/18 goals:

2017/2018 Board Adopted Goals

2 Complete New Nexus Study for Consolidated District.

Placer County officials recommended the Fire District use a consultant to rewrite the current Capital Facility Plan (Fire Fee Program). SCI was retained and completed with staff assistance the development of the new plan. The Plan has been noticed in the Press-Tribune and The Loomis News twice in the past 10 days. The new plan/study has also been available in the District office for public review and inspection for the past two weeks. The plan must be approved by the South Placer Fire District Board of Directors and adopted by the Placer County Board of Supervisors and the Town of Loomis before implementation of the new fees.

Impact: Future planning and budgeting.

Attachments: May 2018 Fire Impact Fee Nexus Study, Resolution No. 15-2017/18, Public Notice

Eric G. Walder, EFO
Fire Chief
South Placer Fire District



SOUTH PLACER FIRE PROTECTION DISTRICT

FIRE IMPACT FEE NEXUS STUDY

MAY 2018
FINAL REPORT

PREPARED FOR:

**BOARD OF DIRECTORS
SOUTH PLACER FIRE PROTECTION DISTRICT**

PREPARED BY:

**SCI Consulting Group**

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SOUTH PLACER FIRE PROTECTION DISTRICT

BOARD OF DIRECTORS

Gary Grenfell, President
Chris Gibson, Vice President
Sean Mullin, Clerk
Russ Kelley
Dave Harris
Tom Millward
Terri Ryland

FIRE CHIEF

Eric Walder

DEPUTY FIRE CHIEF

Karl Fowler

HUMAN RESOURCES/FISCAL OPERATIONS ADMINISTRATOR

Kathy Medeiros

DISTRICT CONSULTANT

Blair Aas, Director of Planning Services
SCI Consulting Group

ACKNOWLEDGEMENTS

This Fire Impact Fee Nexus Study was prepared by SCI Consulting Group ("SCI") under contract with the South Placer Fire Protection District ("District"). The work was accomplished under the general direction of Eric Walder, Fire Chief of the District.

We would like to acknowledge special efforts made by the following individuals and organizations for this project:

Kathy Medeiros, South Placer Fire Protection District
Placer County Auditor's Office
Placer County Assessor's Office

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EXECUTIVE SUMMARY

INTRODUCTION

This Fire Impact Fee Nexus Study ("Nexus Study") was prepared pursuant to the Mitigation Fee Act ("Act") as found in Government Code § 66000 et seq. The purpose of this Nexus Study is to establish the legal and policy basis for the collection of a new fire impact fee ("fee") on new development within the South Placer Fire Protection District ("District").

The District provides first-responder fire protection and emergency response services to the unincorporated community of Granite Bay, the Town of Loomis ("Town"), and some areas of the communities of Penryn and Newcastle in Placer County ("County"). Specifically, the District's services include fire prevention and suppression; emergency medical response and transport; rescue and hazardous materials response. In July 2017, the District consolidated with the Loomis Fire Protection District.

The purpose of the fee is to fund the one-time cost of expanding the District's facilities, apparatus, and equipment in order to maintain its existing level of service. For purposes of this Nexus Study, the term "facilities" or "fire system facilities" will refer to facilities (land, stations and other buildings), apparatus (engines, ambulances, and other vehicles), and equipment (ancillary and station). The term "new development" will generally refer the persons (residents and employees working in the District's service area) and the structural area (residential area and nonresidential building area) in which the persons live or work.

Currently, the County imposes a fire impact fee on behalf of the District in the amount of \$0.90 per square foot for all new construction in the boundaries of the District prior to the consolidation with Loomis Fire Protection District. Within the former boundaries of the Loomis Fire Protection District, the District imposes a fire impact fee in the amount of \$0.58 per square foot for residential construction and \$1.09 per square foot for nonresidential construction. Both fee programs are outdated as they were established in 2013 and 2003 respectively. With the consolidation of the District, both fee existing fee programs will replace with the systemwide fee program established by this Nexus Study.

In order to impose such fees, this Nexus Study demonstrates that a reasonable relationship between new development, the amount of the fee, and fire facilities, apparatus and equipment funded by the fee. More specifically, this Nexus Study will present findings in order to meet the procedural requirements of the Mitigation Fee Act ("Act"), also known as AB 1600, which are as follows:

1. Identify the **purpose** of the fee.

2. Identify the **use** to which the fee is to be put.
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed ("**benefit relationship**").
4. Determine how there is a reasonable relationship between the need for the fire facilities and the type of development project on which the fee is imposed ("**impact relationship**").
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed ("**proportional relationship**").

Additionally, the Act specifies that the fee shall not include costs attributable to existing deficiencies in public facilities but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to refurbish existing facilities to maintain the existing level of service or achieve an adopted level of service that is consistent with the general plan.

To determine the District's fire impact fee consistent with these substantive requirements, this Nexus Study utilizes a system-wide existing facility standard methodology. Under this widely used methodology, existing fire protection facilities, apparatus, and equipment to existing development establishes the standard for determining new development's fair share of the cost to expand the District's fire system as growth occurs. Existing development is determined based on the assumption that 50 percent of the need and demand for fire service (and associated facilities, apparatus, and equipment) is related to the persons (residents or employees), and the other 50 percent of the need is related to the structural area (i.e., living area or nonresidential building area) in which they live or work. The value of the District's existing fire system is determined using the replacement value of the District's existing inventory of fire protection facilities, apparatus, and equipment. These costs are then applied to nine land use categories in proportion to the need they create for fire protection and emergency response services to establish a cost/fee per square foot.

The Nexus Study also identifies the fair share cost of planned fire and emergency response services facilities needed to serve existing development at the same facilities standard applied to new development. The identification and use of an existing facility standard and the proper expenditure of the fee revenue ensures that new development will not fund any existing deficiencies, but instead only planned facilities costs needed to accommodate growth. Thus, consistent with the Act, this Nexus Study demonstrates that there is a reasonable relationship between new development, the amount of the fee, and facilities, apparatus and equipment funded by the fee.

The Nexus Study also details the **procedural requirements** for approval of the Nexus Study and proposed fire impact fee program ("fee program") by the District Board of Directors and adoption by the County Board of Supervisors on behalf of the District. Also, the Act contains specific requirements for the **annual administration** of the fee program. These statutory requirements and other important information regarding the imposition and collection of the fee are provided in the last sections of the Nexus Study.

SUMMARY OF KEY FINDINGS

The following key findings from the Nexus Study are presented:

1. The County of Placer, on behalf of the District, currently imposes a fire impact fee in the amount of \$0.90 per square foot of all new construction in the boundaries of the District prior to the consolidation with Loomis Fire Protection District. Within the former boundaries of the Loomis Fire Protection District, the District imposes a fire impact fee in the amount of \$0.58 per square foot for residential construction and \$1.09 per square foot for nonresidential construction.
2. A fire impact fee is necessary to ensure that the District can adequately expand its fire protection facilities, apparatus, and equipment to accommodate the population and employment growth and new structural area created by new development.
3. Consistent with nexus requirements of the Act, this Nexus Study demonstrates that there is a reasonable relationship between new development, the amount of the proposed fee, and facilities, apparatus, and equipment funded by the fee.
4. Fee revenue may be used to fund 100% of the cost of new and expanded facilities, 100% of the cost of apparatus, vehicles, and equipment that expand the District's existing inventory, and up to 11.6 percent the replacement cost of apparatus, vehicle and equipment purchases.
5. Projected fee revenue and unexpended fire impact fee proceeds, will fund approximately \$4.7 million of the District's \$21.7 million in planned new facilities and replacement of existing apparatus, vehicles, and equipment.
6. The proposed fire impact fee is consistent with Placer County Ordinance Code 15.36.010 and the policies of the Placer County General Plan. The proposed fire impact fee is also consistent with Town of Loomis General Plan.
7. The District may approve, and the County and Town may adopt on their behalf, the following fee at or below the levels determined by this Nexus Study.

FIGURE 1 – MAXIMUM FIRE IMPACT FEE SCHEDULE

Land Use Category	Maximum Fee
	Per Living Sq. Ft.
Residential Development	
Single-Family Housing	\$0.81
Multi-Family Housing	\$1.41
Mobile Home	\$0.97
Assisted Living Facility	\$0.89
	Per Building Sq. Ft.
Nonresidential Development	
Retail / Commercial	\$1.32
Office	\$1.70
Industrial	\$1.05
Agriculture	\$0.53
Warehouse / Distribution	\$0.87

Notes:

¹ The fire impact fee is rounded to the nearest whole cent.

SUMMARY OF GENERAL RECOMMENDATIONS

Based on the findings presented in the Nexus Study, the following general recommendations are presented:

1. Since only cities and counties have land use authority to impose development impact fees as a condition of project approval, the District's proposed fee must be adopted by the County and Town on behalf of the District.
2. Fee proceeds should be deposited into a new, separate fund or account so there will be no commingling of fee proceeds with the unexpended balances in the existing fee program funds. Once the existing fee program funds have been spent, the accounts should be closed.
3. Fee revenue should be used to fund only the cost of new and expanded facilities, apparatus, vehicles, and equipment to serve new development as further detailed on page 20.
4. The District's approved fee should be adopted and implemented in accordance with the applicable provisions of the Act.
5. The District should comply with the annual reporting requirements under Government Code § 66006(b).
6. Following the fifth fiscal year after the first deposit of fee revenue and every five years thereafter, the District should comply with the reporting requirements under Government Code § 66001(d).
7. The cost estimates presented in this Nexus Study are in 2018 dollars. The new fire impact fee should be adjusted annually for cost inflation based on percentage change in an appropriate engineering cost index as published by the Engineering News-Record.

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DETERMINATION OF EXISTING DEVELOPMENT

The District serves both residences and businesses throughout their service area. As such, the demand for the District's services and associated facilities, apparatus, and equipment is measured by its service population and the structural area it protects. This section will first determine the service population and structural area within the District's service area. This data will be used to establish an existing facilities demand factor for the various residential, and nonresidential land uses within the District, which in turn will be used to determine existing development's total facilities demand.

EXISTING SERVICE POPULATION AND STRUCTURAL AREA

The District provides first-responder fire protection and emergency response services to the unincorporated community of Granite Bay, the Town of Loomis and currently serves an estimated resident population of 32,357. The District's resident population estimate is based on figures from the 2010 U.S. Census for the District's service area and Placer County Assessor's data as of February 2018.

The District also protects approximately 11,945 occupied and vacant housing units and over 3.0 million square feet of nonresidential building area. Estimated total housing units and nonresidential building area are based on figures from the Placer County Assessor as of February 2018.

FIRE FACILITIES DEMAND FACTOR

To determine the relative demand for fire facilities for various land uses, this Nexus Study relies on equivalent dwelling unit ("EDU") factors to compare fire facilities demand across various residential and nonresidential land uses. For purposes of this Nexus Study, it is assumed that 50 percent of the demand for fire protection and emergency response services is related to the persons (residents or employees), and the other 50 percent of the need is to protect the structural area (living area or nonresidential building area) in which the persons live or work.

The equivalent dwelling unit ("EDU") is also used to convert the nonresidential building area to a residential dwelling unit value. This approach allows for the cost of facilities, apparatus, vehicles, and equipment to be fairly apportioned among residential and nonresidential land uses.

Figure 2 on the following page shows the calculation of the fire facilities demand factor for nine land use categories. The residential land use categories are expressed per dwelling unit, and the nonresidential land use categories are expressed per square foot of building area. By this measure, for example, one single-family home creates the demand for the District's facilities, apparatus, and equipment equal to 590 square feet of retail/commercial building area.

FIGURE 2 – FIRE FACILITIES DEMAND FACTOR

Land Use Category	Unit	Persons per Unit ¹	Persons EDU	Persons Demand Factor	Structural Area per Unit ²	Structural Area EDU	Structural Demand Factor	Fire Facilities EDU Demand Factor
	Cat	a	b = a / 2.88	c = b * 50%	d	e = d / 2,760	f = e * 50%	g = c + f
Single-Family Housing	DU	2.88	1.00	0.50	2,760	1.00	0.50	1.00
Multi-Family Housing	DU	2.47	0.86	0.43	950	0.34	0.17	0.60
Mobile Home	DU	2.04	0.71	0.35	1,400	0.51	0.25	0.61
Assisted Living Facility	Bed	1.00	0.35	0.17	800	0.29	0.14	0.32
Residential	DU	2.84	0.99	0.49	2,616	0.95	0.47	0.97
Retail / Commercial	KBSF	2.33	0.81	0.40	1,000	0.36	0.18	0.59
Office	KBSF	3.33	1.16	0.58	1,000	0.36	0.18	0.76
Industrial	KBSF	1.67	0.58	0.29	1,000	0.36	0.18	0.47
Agriculture	KBSF	0.33	0.11	0.06	1,000	0.36	0.18	0.24
Warehouse / Distribution	KBSF	1.23	0.43	0.21	1,000	0.36	0.18	0.39
Nonresidential	KBSF	2.69	0.93	0.47	1,000	0.36	0.18	0.65

Notes:

¹ Residents per unit is based on census data from the 2010 U.S. Census for Granite Bay and Loomis Census-Designated Places. All nonresidential density figures (except Agriculture) are from 2001 "Employment Density Study" prepared by The Nattelson Company, Inc. for the Southern California Association of Governments expressed in terms of the number of employees per 1,000 square feet of building area. The density figure for Agriculture is from the 2004 "Employment Density in the Puget Sound Region" report prepared by E.K. Plumb for the University of Washington.

² Residential structural area per unit is based on Placer County Assessor's data as of February 2018. Structural area for assisted living facility assumes 800 square feet per bed.

EXISTING FIRE FACILITIES DEMAND EDUs

Figure 3 below calculates the District's existing demand EDUs based on the total number of dwelling units and estimated nonresidential building area within the District. As shown, total existing demand EDUs for the District is 13,658. Existing demand EDUs represents the level of existing development served by the District's existing facilities.

FIGURE 3 – EXISTING DEMAND EDUs

Land Use Categories	Unit	Units ¹	Fire Facilities EDU Demand Factor ²	Existing Demand EDUs
Calc		a	b	c = a * b
Single Family Housing	DU	11,347	1.00	11,347
Multi-Family Housing	DU	375	0.60	225
Mobile Home	DU	223	0.61	136
Nonresidential	KBSF	3,000.466	0.65	1,950
Total		14,945		13,658

Source: Placer County Assessor's Office; SCI Consulting Group

Notes:

¹ Housing unit count and nonresidential building area is based on information from the Placer County Assessor's data as of July 2017.

² See Figure 2.

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DETERMINATION OF EXISTING FIRE SYSTEM FACILITIES

EXISTING FIRE SYSTEM FACILITIES

The next step in determining the District's existing facilities standard is to calculate the replacement value of the District's fire protection and emergency response facilities system. Figure 4 below presents a summary of replacement value (in 2018 dollars) for the District's existing facilities (land and stations), apparatus (engines, ambulances, and other vehicles) and equipment (ancillary and station).

The South Placer Fire District operates five fire stations, one administration office, one maintenance shop and one training/hose tower. The estimated replacement value of the District's fire stations is \$520 per square foot which is based on recent cost estimates for expansion of Station 15. The estimated land value for the District's fire stations ranges from \$225,000 to \$350,000 per acre. The estimated replacement value of the District's apparatus, vehicles, and equipment inventory is based on unit cost assumptions provided by the District. Estimated values of older apparatus have been discounted from the replacement value of the new apparatus to reflect their age. (The detailed inventory and estimated replacement value for each is provided in Appendix C.)

As shown below, the estimated value of the District's existing facilities, apparatus, and equipment is \$30.0 million in 2018 dollars.

FIGURE 4 – REPLACEMENT VALUE OF EXISTING FIRE SYSTEM FACILITIES

Fee Components	Total Replacement Value (2018\$)
Land	\$2,920,518
Stations / Other Buildings	\$21,185,981
Apparatus / Vehicles	\$3,972,000
Equipment	\$1,958,750
Total Existing Fire System Facilities	\$30,037,248

Source: South Placer Fire Protection District, SCI Consulting Group

EXISTING FIRE FACILITIES STANDARD

The District's ratio of existing facilities, apparatus, and equipment to the existing demand establishes the standard for determining new development's fair share of the cost to replace and expand the District's facilities as growth occurs. As shown below, the standard is represented by the existing fire system facilities cost of \$2,199.24 per demand EDU.

FIGURE 5 – FIRE FACILITIES COST PER DEMAND EDU

Existing Fire System Facilities ¹	\$30,037,248
Existing Demand EDUs ²	13,658
Existing Fire Facility Cost Per EDU	\$2,199.24

Notes:

¹ See Figure 4.

² See Figure 3.

DETERMINATION OF THE FIRE IMPACT FEE

The Mitigation Fee Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the amount of the fee and the cost of facilities, apparatus, and equipment attributable to the development on which the fee is imposed. In this section, the District's facilities standard determined and then applied to nine land uses categories in proportion to the demand they create as measured by their fire facilities demand factor.

RESIDENTIAL FIRE IMPACT FEE

Since residential land uses have varying dwelling unit occupancies and sizes, the residential fire impact fee is expressed on a per square footage basis for the following four residential land use categories. The four residential land use categories are defined below.

- **"Single-family housing"** means detached or attached one-family dwelling units with an assessor's parcel number for each dwelling unit;
- **"Multi-family housing"** means buildings or structures designed for two or more families for living or sleeping purposes and having kitchen and bath facilities for each family; and
- **"Mobile home"** means a development area for residential occupancy in vehicles which require a permit to be moved on a highway, other than a motor vehicle designed or used for human habitation and for being drawn by another vehicle; and
- **"Assisted living facility"** means buildings or structures designed for independent living, assisted living and retirement living facilities.

The fire impact fee shall be charged on the square footage within the perimeter of a residential structure. Garages, carports, walkways, overhangs, patios, enclosed patios, detached storage structures, or similar areas are excluded.

Figure 6 on the following page presents the calculation of the District's proposed residential fire impact fees. The District may approve, and the County and Town may adopt on their behalf, the following fees at or below the levels determined by this Nexus Study. As shown, the residential fees are determined by multiplying the facilities standard by their respective facilities demand factor plus an additional two percent for annual administration of the fire impact fee program. The fee program administrative cost component is designed to offset the cost of collection, documentation, annual reporting requirements, five-year report

requirements, periodic Nexus Study updates, and other costs reasonably related to compliance with the Act.

FIGURE 6 – PROPOSED RESIDENTIAL FIRE IMPACT FEES

Residential Land Use Category	Facility Standard ¹	Facilities Demand EDU Factor ²	Cost per Unit	Admin. Expense 2% ³	Average Living Area per Sq. Ft. ⁴	Proposed Residential Fees ⁵
Calc	a	b	c = a * b	d = c * 0.02	e	f = (c + d) / e
			- per dwelling unit -			- per sq. ft. -
Single-Family Housing	\$2,199.24	1.00	\$2,199.24	\$43.98	2,760	\$0.81
Multi-Family Housing	\$2,199.24	0.60	\$1,319.55	\$26.39	950	\$1.41
Mobile Home	\$2,199.24	0.61	\$1,341.54	\$26.83	1,400	\$0.97
Assisted Living Facility	\$2,199.24	0.32	\$703.76	\$14.08	800	\$0.89

Notes:

¹ See Figure 5.

² See Figure 2.

³ County collection, documentation, annual reporting requirements, five-year report requirements, periodic Nexus Study updates and other costs reasonably related to compliance with the Act.

⁴ Based on Placer County Assessor's Lien Roll Data as of February 2018. Structural area for assisted living facility assumes 800 average square feet per bed.

⁵ Proposed residential fire impact fees are rounded down to the nearest cent.

NONRESIDENTIAL FIRE IMPACT FEES

As stated earlier, the Mitigation Fee Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the fee and the type of development on which the fee is imposed. Since different nonresidential land uses have varying employment densities, the nonresidential fire impact fee is expressed per square foot of building area based on their respective facilities demand EDU factor for five nonresidential land use categories. The five nonresidential land use categories are as follows:

- "Retail / Commercial" means retail, commercial, educational and hotel/motel construction;
- "Office" means general, professional and medical office construction;
- "Industrial" means manufacturing construction;
- "Agriculture" means construction of barns other agricultural structures; and

- **“Warehouse / Distribution”** means construction of buildings primarily devoted to the storage and / or distribution of materials.

The nonresidential fee shall be charged for “covered and enclosed space” within the perimeter of a nonresidential structure. Any storage areas incidental to the principal use of the development, garage, parking structure, unenclosed walkway, or utility or disposal area are excluded.

Figure 7 below presents the calculation of the nonresidential fire impact fees. The District may approve, and the County and Town may adopt on their behalf, the following fees at or below the levels determined by this Nexus Study. As shown, the fees for the five nonresidential land uses are determined by multiplying the facilities standard by their respective facilities demand factor plus an additional two percent for administration of the fire impact fee program.

FIGURE 7 – PROPOSED NONRESIDENTIAL FIRE IMPACT FEES

Nonresidential Land Use Category	Facility Standard ¹	Facilities Demand EDU Factor ²	Cost per Unit	Admin. Expense 2% ³	Total Cost per Unit	Proposed Nonres. Fire Impact Fee ⁴
Calc	a	b	c = a * b	d = c * 0.02	e = c + d	f = e / 1,000
		- per 1,000 sq. ft. of building area -				- per sq. ft. -
Retail / Commercial	\$2,199.24	0.59	\$1,298	\$25.95	\$1,323.50	\$1.32
Office	\$2,199.24	0.76	\$1,671	\$33.43	\$1,704.85	\$1.70
Industrial	\$2,199.24	0.47	\$1,034	\$20.67	\$1,054.32	\$1.05
Agriculture	\$2,199.24	0.24	\$528	\$10.56	\$538.37	\$0.53
Warehouse / Distribution	\$2,199.24	0.39	\$858	\$17.15	\$874.86	\$0.87

Notes:

¹ See Figure 5.

² See Figure 2.

³ Collection, documentation, annual reporting requirements, five-year report requirements, periodic Nexus Study updates and other costs reasonably related to compliance with the Act.

⁴ Proposed nonresidential fire impact fees are rounded down to the nearest cent.

PROJECTED FIRE IMPACT FEE REVENUE

Figure 8 projects fee revenue from approved and proposed units within the District's service area. Total fire impact fee revenue (in 2018 dollars) is then estimated by multiplying the facilities standard by demand EDU growth for all projected units.

FIGURE 8 – PROJECTED FIRE IMPACT FEE REVENUE

Land Use Category	Current Demand EDUs (2018) ¹	Demand EDU Growth ²	Total Cost per Demand EDU ³	Projected Fire Impact Fee Revenue (2018\$)
Calc	a	b	c	d = b * c
Residential	11,708	1,281	\$2,199.24	\$2,817,000
Nonresidential	1,950	308	\$2,199.24	\$677,000
Total	13,658	1,589	\$2,199.24	\$3,494,000

Source: South Placer Fire Protection District; SCI Consulting Group

Notes:

¹ See Figure 3.

² Demand EDUs for approved or proposed units provided by the District.

³ See Figure 5.

PLANNED FIRE SYSTEM FACILITIES

Figure 9 on the following page presents the District's remaining planned fire facilities, apparatus, and equipment through the development of projected units in the District's service area. The District will also need to replace apparatus, vehicles, and equipment more quickly due to the increase service calls from the growth in the persons and structure area created by projected units. The District will be able to use fee proceeds to fund 11.6 percent or approximately \$1.3 million of the estimated \$10.9 million in apparatus, vehicles, and equipment replacement costs.¹

¹ Represents the percentage growth in EDUs.

FIGURE 9 – PLANNED FACILITIES, APPARATUS, AND EQUIPMENT

Item	Total Estimated Cost (2018\$)
Station 15 Renovation and Expansion	\$2,390,000
Station 17 Renovation and Expansion	\$950,000
Station 20 Renovation and Expansion	\$1,000,000
Maintenance Shop Renovation	\$350,000
Training/Hose Tower Renovation	\$185,000
Station 29 Renovation	\$75,000
Station 28 Renovation and Expansion	\$1,800,000
New Administrative Office and Meeting Room	\$2,800,000
New Command Vehicle	\$80,000
New Type 1 Engine	\$751,000
New Type 3 Wildland	\$478,000
Apparatus, Vehicles, and Equipment Replacement Attributable to New Development ¹	\$1,264,000
Apparatus, Vehicles, and Equipment Replacement Attributable to Existing Development ¹	\$9,604,000
Capital Improvement Plan	\$21,727,000

It is important to note at the fire impact fee program is designed not to be dependent on a specific capital improvement plan and specific level of new development. Only enough fee revenue will be generated for the District to expand its existing level of service to serve the growing community. Fee revenue may be used to fund up to 100 percent of the cost of the expansion of fire stations or new apparatus and vehicles added to the District's inventory, and up to 11.6 percent the replacement cost of apparatus, vehicle and equipment purchases. Fee revenue may not be used to fund 1) the renovation of existing facilities, and 2) operational, maintenance or repair costs.

Figure 10 below demonstrates that the District's unexpended fire impact fee proceeds and projected fee revenue from new development will fund approximately 21.4 percent or \$4.7 million of the planned facilities. The District will need to fund the shortfall, and any other improvements not currently identified, with other funding sources. Other potential sources of funds include, but are not limited to, the District's general fund, a general obligation bond measure, state and federal grants, and existing or new special tax and assessment proceeds, if allowable.

FIGURE 10 – FACILITIES FINANCING PLAN

	Calc	
Total Cost of Planned Facilities ¹	a	\$21,727,000
Unexpended Fire Impact Fee Funds ²	b	\$1,164,869
Remaining Cost of Planned Facilities	c = a - b	\$20,562,131
Total Projected Fee Revenue ³	d	\$3,494,000
Surplus / (Shortfall) ⁴	e = d - c	(\$17,068,131)

Sources: South Placer Fire Protection District; SCI Consulting Group

Notes:

¹ See Figure 9

² As of February 28, 2018, the fund balances are \$962,969.07 for SPFPD (prior boundaries) and \$201,889.97 for LFPD (prior boundaries).

³ See Figure 8.

⁴ To be funded with other sources of District funds.

NEXUS FINDINGS

This section frames the Nexus Study findings in terms of the legislated requirements to demonstrate the legal justification of the fire impact fees. The justification of the fire impact fees on new development must provide information as set forth in Government Code § 66000. These requirements are discussed below.

PURPOSE OF FEE

The purpose of the fire impact fee is to fund the cost of fire protection and emergency response facilities, apparatus, and equipment attributable to new residential and nonresidential development in the District. The fire impact fees will ensure that new development will not burden existing development with the cost of facilities required to accommodate growth as it occurs within the District.

USE OF FEE REVENUE

Fee revenue will be used to fund the cost of new and expanded facilities, apparatus, vehicles, and equipment to serve new development, such as, but not limited to, those identified in Figure 9. Provided below is a summary of the allowable and prohibited uses of fee revenue.

FIGURE 11 – SUMMARY OF ALLOWABLE AND PROHIBITED USES OF FEE REVENUE

<u>Allowable Uses</u>	<u>Prohibited Uses</u>
<ul style="list-style-type: none"> • <i>New (added) or expanded land and facilities costs (100%)</i> • <i>Apparatus, vehicles and equipment purchases that expand the system inventory (100%)</i> • <i>Facility costs already incurred to provide growth-related capacity (100%)</i> • <i>Portion of apparatus, vehicles, and equipment replacement costs attributable to new development (11.6%)</i> • <i>Portion of a renovation project that expands service capacity</i> 	<ul style="list-style-type: none"> • <i>Existing deficiencies, such as improvements to existing facilities that do not expand service capacity</i> • <i>Portion of apparatus, vehicles, and equipment replacement costs attributable to existing development (88.4%)</i> • <i>Operational, maintenance or repair costs</i>

BENEFIT RELATIONSHIP

The fee will be collected as development occurs. In order to maintain its existing level of fire protection and emergency response services, fee revenue will be used to replace and expand the District's facilities, apparatus, and equipment to meet the additional demand generated by the new residents and employees and new structural area created by new development projects.

Fee revenue will be deposited into a separate fire impact fee account or fund in a manner to avoid any commingling of the fees with other revenues and funds of the District. The fee revenue will be restricted to uses described in the "Use of Fee Revenue" finding. These actions ensure development project paying the fees will benefit from their use.

IMPACT RELATIONSHIP

New residential and nonresidential development projects in the District will grow the persons (residents and employees) and the structural area (residential area and nonresidential building area) in persons live or work. The growth in persons and structural area will create additional need for the District's fire protection and prevention, emergency response service and a corresponding need for new or expanded facilities, and replacement of apparatus, vehicles, and equipment. The fee will be imposed on different types of development projects to the additional service population generated and structural area created by new development projects.

PROPORTIONALITY RELATIONSHIP

The cost of fire protection facilities, apparatus, and equipment attributable to a development project is based upon the level of existing development served by the District's existing fire protection and emergency response facilities. The use of a facilities standard methodology to determine the fire impact fee achieves proportionality between existing development and new development. Moreover, these equivalent costs are applied to nine land use categories in proportion to the need they create for improved and expanded facilities.

Larger development projects will generate a higher number of persons and structural area to protect and, as a result, will pay a higher fee than smaller development projects. Thus, the application of the fire impact fee schedule to a specific project ensures a reasonable relationship between the fee and the cost of the facilities, apparatus, and equipment attributable to that project.

FEE PROGRAM ADOPTION REQUIREMENTS

The following are the general requirements for approval of the Nexus Study and proposed fire impact fee program ("fee program") by the District Board of Directors and adoption by the County Board of Supervisors on behalf of the District. The specific statutory requirements for the adoption of the fee program may be found in the Mitigation Fee Act (California Govt. Code § 66000 et seq.) and County Ordinance Code 15.36.010. SCI recommends that the notice and hearing requirements be satisfied by the District for approval and the by County and Town for adoption.

SOUTH PLACER FIRE PROTECTION DISTRICT

1. The District Board of Directors shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on the proposed fee program.
2. At least 14 days before the meeting, the District shall mail out a notice of the meeting to any interested party who filed a written request for notice of the adoption of new or increased fees.
3. At least 10 days before the meeting, the District shall make available to the public the Nexus Study for review.
4. At least 10 days before the public hearing, a notice of the time and place of the meeting shall be published twice in a newspaper of general circulation with at least five days intervening between the dates of first and last publication not counting such publication dates.
5. After the public hearing, adopt a resolution approving the Nexus Study and proposed fee program with a recommendation that the County Board of Supervisors and the Town Council adopt the proposed fee program on behalf of the District.

PLACER COUNTY

1. The County Board of Supervisors shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on the requested fee program.
2. At least 14 days before the meeting, the County shall mail out a notice of the meeting to any interested party who filed a written request for notice of the adoption of new or increased fees.
3. At least 10 days before the meeting, the County shall make available to the public the Nexus Study for review.

4. At least 10 days before the public hearing, a notice of the time and place of the meeting shall be published twice in a newspaper of general circulation with at least five days intervening between the dates of first and last publication not counting such publication dates.
5. After the public hearing, adopt an ordinance establishing the proposed fee program on behalf of the District in the unincorporated areas of the District.
6. The fire impact fees take effect 60 days after adoption of the County ordinance.

TOWN OF LOOMIS

1. The Town Council shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on the requested fee program.
2. At least 14 days before the meeting, the Town shall mail out a notice of the meeting to any interested party who filed a written request for notice of the adoption of new or increased fees.
3. At least 10 days before the meeting, the Town shall make available to the public the Nexus Study for review.
4. At least 10 days before the public hearing, a notice of the time and place of the meeting shall be published twice in a newspaper of general circulation with at least five days intervening between the dates of first and last publication not counting such publication dates.
5. After the public hearing, adopt an ordinance establishing the proposed fee program on behalf of the District for the Town of Loomis.
6. The fire impact fees take effect 60 days after adoption of the Town ordinance.

FEE PROGRAM ADMINISTRATION REQUIREMENTS

This section contains general requirements for the administration of the fee program. The specific statutory requirements for the administration of the fee program may be found in the Mitigation Fee Act (California Govt. Code § 66000 et seq.).

ACCOUNTING REQUIREMENTS

Proceeds from the fire impact fee should be deposited into a separate fund or account so that there will be no commingling of fees with other revenue. The fire impact fees should be expended solely for the purpose for which they were collected. Any interest earned by such account should be deposited in that account and expended solely for the purpose for which originally collected.

REPORTING REQUIREMENTS

The following information, entitled *Annual Report*, must be made available to the public within 180 days after the last day of each fiscal year:

- a brief description of the type of fee in the account;
- the amount of the fee;
- the beginning and ending balance of the account;
- the fees collected that year and the interest earned;
- an identification of each public improvement for which the fees were expended and the amount of the expenditures for each improvement;
- an identification of an approximate date by which development of the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement;
- a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, the date on which any loan will be repaid, and the rate of interest to be returned to the account; and
- the amount of money refunded under section Govt. Code § 66001.

The District shall review the information made available to the public pursuant to paragraph (1) at the next regularly scheduled public meeting, not less than 15 days after this information is made available to the public, as required by this subdivision. Notice of the time and place of the meeting, including the address where this information may be reviewed, shall be

mailed, at least 15 days prior to the meeting, to any interested party who files a written request with the District or the County for mailed notice of the meeting. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service.

For the fifth fiscal year following the first receipt of any fire impact fee proceeds, and every five years thereafter, the District must comply with Government Code Section 66001(d)(1) by affirmatively demonstrating that the District still needs unexpended fire impact fees to achieve the purpose for which it was originally imposed and that the District has a plan on how to use the unexpended balance to achieve that purpose. Specifically, the District shall make all of the following findings, entitled Five-Year Report, with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

The County shall provide for the refund of all or any part of such unexpended or unappropriated fee revenue, together with any actual interest accrued thereon, in the manner described in Section 66001 (e) of the Government Code, to the current record owner of any property for which a fee was paid; provided that if the administrative costs of refunding such fee revenue exceed the amount to be refunded.

ANNUAL INFLATIONARY ADJUSTMENT

In order for the District to maintain its level of service, the fee will need to be automatically adjusted annually commensurate with changes in the cost of facilities, apparatus, and equipment. Therefore, the fire impact fee should be adjusted on July 1 of each fiscal year by the percentage change in an appropriate engineering cost index as published by the Engineering News-Record, or its successor publication for the preceding twelve months.

IMPROVEMENTS IN-LIEU OF FEES

Subject to certain restrictions, if a developer dedicates land, constructs facilities and / or provide apparatus/equipment for the District, the fire impact fees imposed on that development project may be adjusted to reflect a credit for the cost of the dedicated land, facilities constructed and / or apparatus/equipment provided.

FEE CREDITS

In order to comply with the Act and recent court cases, a fee credit must be given for demolished existing square footage as part of a new development project.

FEE EXEMPTION

Pursuant to County Code Section 15.36.010, any new construction projects with less than five hundred (500) square feet total square feet of new floor area is exempt from the fee.

APPENDICES

Appendix A – Dwelling Unit Occupancy Factor

Appendix B – District Map

Appendix C – Fire System Inventory and Replacement Cost Estimates

Appendix D – Comparison of Current and Proposed Fire Impact Fees

Appendix E – Placer County Ordinance Code 15.36.010

APPENDIX A – DWELLING UNIT OCCUPANCY FACTOR

**FIGURE 12 – DWELLING UNIT OCCUPANCY FACTOR
GRANITE BAY AND LOOMIS CENSUS DESIGNATED PLACES**

Land Use Categories	Calc	Occupied Dwelling Units a	Total Number of Occupants b	Dwelling Unit Occupancy Factor ¹ c = a / b
Single-Family Housing		9,685	27,933	2.88
Multi-Family Housing		237	585	2.47
Mobile Home		439	897	2.04
Average (2010 Census)		10,361	29,415	2.84

Source: U.S. Census Bureau, 2016 ACS 5-Year Estimate

Notes:

¹ The Granite Bay and Loomis Census Designated Places closely approximate the boundaries of the District and are found to be representative of the District for the purpose of the determination of the dwelling unit occupancy factor.

APPENDIX C – FIRE SYSTEM INVENTORY AND REPLACEMENT COST ESTIMATES

FIGURE 14 – EXISTING LAND AND BUILDING INVENTORY

Fire Station	Amount	Unit Cost	Replacement Cost (2018\$)
Calc	a	b	c = a * b
Station 15			
Land	0.70 acres	\$350,000 per acre	\$245,000
Station	3,420 sq. ft.	\$520 sq. ft.	\$1,778,400
Station 16			
Land	1.00 acres	\$350,000 per acre	\$350,000
Station	6,443 sq. ft.	\$520 sq. ft.	\$3,350,360
Station 17			
Land	2.50 acres	\$350,000 per acre	\$875,000
Station	9,920 sq. ft.	\$520 sq. ft.	\$5,158,400
Maintenance Shop	3,690 sq. ft.	\$59 sq. ft.	\$218,352
Training/Hose Tower	868 sq. ft.	\$213 sq. ft.	\$185,309
Station 19			
Land	1.20 acres	\$350,000 per acre	\$420,000
Station	7,527 sq. ft.	\$520 sq. ft.	\$3,914,040
Station 20			
Land	2.30 acres	\$350,000 per acre	\$805,000
Station	2,366 sq. ft.	\$520 sq. ft.	\$1,230,320
Station 28			
Land	0.50 acres	\$225,000 per acre	\$113,018
Station	7,810 sq. ft.	\$520 sq. ft.	\$4,061,200
Station 29			
Land ¹	0.33 acres	\$0 per acre	\$0
Station	2,480 sq. ft.	\$520 sq. ft.	\$1,289,600
Vacant Site			
Land ²	0.50 acres	\$225,000 per acre	\$112,500
Station	0 sq. ft.	\$0 sq. ft.	\$0
Total Existing Facilities (Land and Buildings)			\$24,106,498

Source: South Placer Fire Protection District; SCI Consulting Group

Notes:

¹ Station 29 land is leased, therefore no land value is shown.

² Vacant site may be used for future administrative building.

FIGURE 15 – EXISTING APPARATUS AND VEHICLES INVENTORY

Make / Model	Type	Assignment	Purchase Year	Replacement Value (2018\$)
Crown Victoria	Pool Car	Pool Vehicle	2002	\$11,000
Ford Taurus	Pool Car	Admin	2003	\$22,000
GMC (SPFD Shop)	Water Tender	Water Tender 17	1985	\$91,250
Ford Flat Bed	Utility Vehicle	Utility	2001	\$15,750
Reserve Horton	Ambulance	Medic 17B	2002	\$70,250
Horton	Ambulance	Medic 20B	2002	\$70,250
Ford Pick-Up ©	Command Vehicle	Division Chief	2008	\$48,000
Ford Expedition ©	Command Vehicle	Battalion Chief	2009	\$48,000
Ford IMT	Pool Car	Shop	2006	\$22,000
Westates	Type 1 Engine	Reserve Engine	1997	\$160,500
Ford West Mark	Type 4 Engine	Grass 15	2008	\$109,500
Ford West Mark	Type 4 Engine	Grass 20	2008	\$109,500
Westates	Type 1 Engine	Engine 20	1999	\$160,500
Ford Expedition ©	Command Vehicle	Battalion Chief	2015	\$64,000
Freightliner Hi tech	Type 3 Engine	Brush 19	2006	\$204,000
Road Rescue	Light Medic	Medic 17	2013	\$231,000
Pierce	Type 3	Brush 17	2014	\$408,000
Pierce	Quint/Arial	Truck 17	2014	\$1,253,000
Hi tech	Engine	Engine 28	2005	\$321,000
Pierce	Type 3 Engine	Brush 28	2012	\$204,000
Ford Expedition ©	Command Vehicle	Chief	2009	\$48,000
Ranger 4 x 4 OHV	Polaris	Polaris	2006	\$6,500
Ford F250	Utility Vehicle	Deputy Chief	2018	\$63,000
Westates	Engine	Engine 28B	1993	Excluded ²
Medix	Light Medic	Medic 20	2018	\$231,000
Ford Expedition ©	Command Vehicle	Pool Vehicle	2003	Excluded ²
Ford Pick-Up ©	Command Vehicle	Surplus	2005	Excluded ²
KME (Reserve)	Rescue	Rescue 17	2001	Excluded ²
Chevy 2500	Utility Vehicle	Utility Pickup	2002	Excluded ²
Ford F550	Type 3 Engine	Grass 28	1999	Excluded ²
Total Apparatus and Vehicles				\$3,972,000

Source: South Placer Fire Protection District

Notes:

¹ Value based on estimated current replacement value. Adjustments have been made to discount apparatus and vehicles based on age (0 - 5 years at 100%, 6-10 years at 75%, 11 - 15 years at 50% and 16 years or more at 25%.)

² District intends to not replace these vehicles, so they have been excluded from the District's level of service.

APPENDIX D – COMPARISON OF CURRENT AND PROPOSED FIRE IMPACT FEES

FIGURE 16 – COMPARISON OF CURRENT AND PROPOSED FIRE IMPACT FEE

Land Use Categories	SPFPD (Prior Boundaries)	LFPD (Prior Boundaries)	Maximum Fee	% Change SPFPD	% Change LFPD
Residential Development	Per Sq. Ft. of Living Area				
Single-Family Housing	\$0.90	\$0.58	\$0.81	-10.0%	39.7%
Multi-Family Housing	\$0.90	\$0.58	\$1.41	56.7%	143.1%
Mobile Home	\$0.90	\$0.58	\$0.97	7.8%	67.2%
Assisted Living Facility	\$0.90	\$0.58	\$0.89	-1.1%	53.4%
Nonresidential Development	Per Sq. Ft. of Building Area				
Retail / Commercial	\$0.90	\$1.09	\$1.32	46.7%	21.1%
Office	\$0.90	\$1.09	\$1.70	88.9%	56.0%
Industrial	\$0.90	\$1.09	\$1.05	16.7%	-3.7%
Agriculture	\$0.90	\$1.09	\$0.53	-41.1%	-51.4%
Warehouse / Distribution	\$0.90	\$1.09	\$0.87	-3.3%	-20.2%

Example - Fee for Average Dwelling Unit

Residential Development	Per Average Dwelling Unit				
Single-Family Housing	\$2,484	\$1,601	\$2,236	-10.0%	39.7%
Multi-Family Housing	\$855	\$551	\$1,340	56.7%	143.1%
Mobile Home	\$1,260	\$812	\$1,358	7.8%	67.2%

APPENDIX E – PLACER COUNTY CODE 15.36.010

Chapter 15 BUILDING AND DEVELOPMENT**Article 15.36 DEVELOPMENT FEES FOR FIRE PROTECTION****15.36.010 Development fees.**

A. In any unincorporated area of Placer County where a local fire protection agency has adopted a capital improvement plan and identified a development fee to satisfy the plan, which plan and fee conform with the requirements of California Government Code Section 66000 et seq., and are approved by the board of supervisors, it shall be a condition of approval of any new development project proposed within the area that the identified development fee be paid to the fire protection agency for the benefit of the owners or residents of the development. In development projects subject to such a condition a certificate issued by the fire protection agency stating that the requirements of the agency have been satisfied must be presented to the Placer County building division prior to issuance of a building permit.

B. The responsibility for compliance with the requirements of Government Code Section 66000 et seq., and for the collection, receipting, and management of fees collected from new development projects shall rest with the serving fire protection agency.

C. As used in this section "new development project" means new residential, commercial, or industrial development which requires the issuance of a permit or approval from the County of Placer, including major and minor subdivision maps, conditional use permits, design review permits, and building permits for construction, or modification or reconstruction of structures, where such modification or reconstruction results in any increase in excess of five hundred (500) square feet of floor area. (Prior code § 7.50)

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**RESOLUTION NO. 15-2017/18
OF THE BOARD OF DIRECTORS
OF THE SOUTH PLACER FIRE PROTECTION DISTRICT
June 13th, 2018**

**RESOLUTION APPROVING THE SOUTH PLACER FIRE
PROTECTION DISTRICT FIRE IMPACT FEE NEXUS STUDY AND
REQUESTING THE COUNTY OF PLACER BOARD OF SUPERVISORS
AND TOWN OF LOOMIS COUNCIL ADOPT AND IMPLEMENT THE
PROPOSED FIRE IMPACT FEE PROGRAM ON BEHALF OF THE
DISTRICT**

WHEREAS, AB 1600 was adopted and codified in California Government Code Section 66000 allowing the establishing, increasing or imposing of a development fee as a condition of approval where the purpose and use of the fee were identified, and reasonable relationship to the development project was demonstrated; and

WHEREAS, the Board of Supervisors ("County Board") of the County of Placer ("County"), by Chapter 15, Article 15.36 of the County Code authorizes the imposition of development impact fees ("Fire Impact Fees") on behalf of fire protection agencies on new development with the unincorporated area of the County; and

WHEREAS, the South Placer Fire Protection District ("District") and the Loomis Fire Protection District ("Loomis FPD") consolidated effective July 22nd, 2017 ; and

WHEREAS, the District Board of Directors ("District Board") desires to replace the existing fire impact fee programs covering the prior boundaries of District and the former Loomis FPD and establish a new Fire Impact Fee program to fund fire protection facilities, apparatus and equipment necessary to mitigate the impacts caused by new development throughout the District; and

WHEREAS, the District Board has received and considered the District's Fire Impact Fee Nexus Study prepared by SCI Consulting Group dated May 2018 Final Report ("Nexus Study") that provides the required information to establish a new Fire Impact Fee program.

NOW, THEREFORE, IT IS HEREBY RESOLVED that:

- 1) The District Board hereby receives and approves the Fire Impact Fee Nexus Study ("Nexus Study") dated May 2018 Final Report by SCI Consulting Group.
- 2) Prior to the adoption of this Resolution, the District conducted a public hearing at which oral and written presentations were made, as part of the District's regularly scheduled June 13, 2018, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in The Loomis News and Press Tribune. Additionally, at least 10 days prior to the meeting the District made available to the public, data indicating the amount of the cost, or estimated cost, required

to provide the service for which the fee or service charge is to be adjusted pursuant to the Resolution by way of such public meeting, the District received the Nexus Study attached as Exhibit A, which formed the basis for the action taken pursuant to this Resolution.

- 3) After considering the Nexus Study, this Resolution, and after considering the testimony received at this public hearing, the District, hereby makes the following findings;
 - a) The Fire Impact Fee program and Fire Impact Fees proposed in the Nexus Study and approved pursuant to this Resolution are for the purposes of funding the cost of fire protection and emergency response facilities, apparatus, and equipment attributable to new residential and nonresidential development in the District; and
 - b) The Fire Impact Fees proposed in the Nexus Study and approved pursuant to this Resolution will be used to expand the District's facilities and equipment, and replace and expand the District's apparatus and vehicles to serve new development; and
 - c) The uses of the Fire Impact Fees proposed in the Nexus Study and approved pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed in that fee revenue from the development projects will be used to expand the District's facilities and equipment, and replace and expand the District's apparatus and vehicles to meet the additional demand generated by the new residents and employees and new structural area created by the development projects; and
 - d) The Fire Impact Fees proposed in the Nexus Study and approved pursuant to this Resolution bear a reasonable relationship to the need for fire protection and emergency response facilities, apparatus, and equipment in that each development project will create additional need for the District's fire protection and emergency response services and a corresponding need for new or expanded facilities, apparatus, and equipment. The fee will be imposed on different types of development projects in proportion to the additional service population generated and structural area created by new development projects; and
 - e) The Nexus Study demonstrates that there is a reasonable relationship between the amount of the Fire Impact Fee and the cost of the fire protection facilities, apparatus and equipment attributable to the development on which the fee is imposed in that the costs are based upon the level of existing development served by the District's existing fire protection facilities and applied proportionately to nine land use categories in proportion to the need they create for expanded fire facilities, apparatus, and equipment.

- 4) The District finds pursuant to the California Environmental Quality Act ("CEQA"), this action is not a "project" because the Resolution provides a mechanism for funding fire protection and emergency response facilities, apparatus, and equipment but does not involve a commitment to any specific project for such purposes that may result in a potentially significant impact on the environment. (CEQA Guidelines § 15378.)
- 5) The District does hereby approve the following Fire Impact Fees on new development which shall be collected upon issuance of a building permit:

<u>Land Use</u>	<u>Fire Impact Fees</u>
<u>Residential Development</u>	<u>Per Living Area Sq. Ft.</u>
Single Family Housing	\$0.81
Multi-Family Housing	\$1.41
Mobile Home	\$0.97
Assisted Living Facility	\$0.89
<u>Nonresidential Development</u>	<u>Per Building Sq. Ft.</u>
Retail / Commercial	\$1.32
Office	\$1.70
Industrial	\$1.05
Agriculture	\$0.53
Warehouse / Distribution	\$0.87

- 6) If any portion of this Resolution is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution.

BE IT FURTHER RESOLVED that by the Board of Directors of the South Placer Fire Protection District formally requests that the Placer County Board of Supervisors and the Loomis Town Council adopt and implement this approved Fire Impact Fees program on behalf of the District with the District agreeing to be responsible for the proper accounting for and expenditure of said moneys and further agreeing to hold the County of Placer and Town of Loomis harmless from and to defend it from any action, claim or damages related to said fees, including any challenge to the validity of or use thereof.

PASSED AND ADOPTED by the Board of Directors of the South Placer Fire Protection District, at a regularly scheduled meeting held on the 13th of June, Two-thousand and Eighteen, by the following vote of said District Board:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Gary Grenfell, President
Board of Directors

Katherine Medeiros, Secretary
Board of Directors

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the South Placer Fire Protection District ("District") intends to conduct a public hearing on June 13, 2018 at 7:00 p.m. to consider a resolution concerning the approval of the District's Fire Impact Fee Nexus Study and approval of new fire impact fees charged on new development pursuant to California Government Code Section 66000 et al. The Public Hearing shall be held at the Station 17 located at 6900 Eureka Road, Granite Bay, California, 95746. The Fire Impact Fee Nexus Study for the proposed fire impact fees will be available for public review on May 30, 2018. Members of the public are invited to provide comment at the public hearing, or, in writing, which is received on or before June 11, 2018. Any person challenging in court the decision made at the conclusion of the public hearing may be limited to raising only those issues raised at such hearing or in correspondence delivered to the District prior to the close of such hearing. Information on this matter may be obtained at the District's Station 17 located at 6900 Eureka Road, Granite Bay, California, 95746 or by contacting the District at (916) 791-7059.

Fire Chief Eric Walder
South Placer Fire Protection District

Public Notices

26774

NOTICE OF PUBLIC HEARING LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the South Placer Fire Protection District ("District") intends to conduct a public hearing on June 13, 2018 at 7:00 p.m. to consider a resolution concerning the approval of the District's Fire Impact Fee Nexus Study and approval of new fire impact fees charged on new development pursuant to California Government Code Section 66000 et al. The Public Hearing shall be held at the Station 17 located at 6900 Eureka Road, Granite Bay, California, 95746. The Fire Impact Fee Nexus Study for the proposed fire impact fees will be available for public review on May 30, 2018. Members of the public are invited to provide comment at the public hearing, or, in writing, which is received on or before June 11, 2018. Any person challenging in court the decision made at the conclusion of the public hearing may be limited to raising only those issues raised at such hearing or in correspondence delivered to the District prior to the close of such hearing. Information on this matter may be obtained at the District's Station 17 located at 6900 Eureka Road, Granite Bay,

California, 95746 or by contacting the District at (916) 791-7059.
Fire Chief Eric Walder
South Placer Fire Protection District
PUBLISHED IN LOOMIS NEWS: MAY 31, JUNE 8, 2018

26807

NOTICE OF PUBLIC HEARING LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the South Placer Fire Protection District ("District") intends to conduct a public hearing on June 13, 2018 at 7:00 p.m. to consider a resolution concerning the approval of the District's Fire Impact Fee Nexus Study and approval of new fire impact fees charged on new development pursuant to California Government Code Section 66000 et al. The Public Hearing shall be held at the Station 17 located at 6900 Eureka Road, Granite Bay, California, 95746. The Fire Impact Fee Nexus Study for the proposed fire impact fees will be available for public review on May 30, 2018. Members of the public are invited to provide comment at the public hearing, or, in writing, which is received on or before June 11, 2018. Any person challenging in court the decision made at the conclusion of the public hearing may be limited to raising only those issues raised at such hearing or in correspondence delivered to the District prior to the close of such hearing. Information on this matter may be obtained at the District's Station 17 located at 6900 Eureka Road, Granite Bay, California, 95746 or by contacting the District at (916) 791-7059.

Fire Chief Eric Walder
South Placer Fire Protection District
PUBLISHED IN ROSEVILLE PRESS TRIBUNE: JUNE 1, 8, 2018

26807

NOTICE OF PUBLIC HEARING LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the South Placer Fire Protection District ("District") intends to conduct a public hearing on June 13, 2018 at 7:00 p.m. to consider a resolution concerning the approval of the District's Fire Impact Fee Nexus Study and approval of new fire impact fees charged on new development pursuant to California Government Code Section 66000 et al. The Public Hearing shall be held at the Station 17 located at 6900 Eureka Road, Granite Bay, California, 95746. The Fire Impact Fee Nexus Study for the proposed fire impact fees will be available for public review on May 30, 2018. Members of the public are invited to provide comment at the public hearing, or, in writing, which is received on or before June 11, 2018. Any person challenging in court the decision made at the conclusion of the public hearing may be limited to raising only those issues raised at such hearing or in correspondence delivered to the District prior to the close of such hearing. Information on this matter may be obtained at the District's Station 17 located at 6900 Eureka Road, Granite Bay, California, 95746 or by contacting the District at (916) 791-7059.

Fire Chief Eric Walder
South Placer Fire Protection District
PUBLISHED IN ROSEVILLE PRESS TRIBUNE: JUNE 1, 8, 2018

27658

**SOUTH PLACER FIRE PROTECTION DISTRICT
INTEROFFICE MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: CHIEF WALDER
SUBJECT: BOARD MEETING AGENDA STAFF RECOMMENDATIONS
DATE: FRIDAY, JUNE 08, 2018
CC: BOARD SECRETARY KATHY MEDEIROS

Agenda Item: Authorization Providing for the Levy and Collection of Special Tax Measure A for Fiscal Year 2018-19:

Action Requested: Staff recommends approval of the resolutions to authorize the levy and collection of the Districts Special Tax Measure A by Placer County.

Background: The special tax was passed by South Placer Fire District with 69.2% of the ballots in 1980. The cost is \$70.00 per residence, \$0.05 per square foot of commercial property, and \$2.00 per acre for vacant land. There is no Consumer Price Index or Cost of Living adjustment to the original tax passed in 1980.

Impact: Estimated **\$693,310.83** in special tax revenue.

Attachments: Resolution No. 16-2017/18 and Resolution No. 17-2017/18.

Eric G. Walder, EFO
Fire Chief
South Placer Fire District

RESOLUTION NO. 16-2017/18

**A RESOLUTION OF THE SOUTH PLACER FIRE PROTECTION DISTRICT
PROVIDING FOR THE LEVY AND COLLECTION OF
SPECIAL TAX MEASURE A FOR FISCAL YEAR 2018-19**

RESOLVED by the Board of Directors (the "Board") of the South Placer Fire Protection District (the "District"), County of Placer, State of California, that:

WHEREAS, the District formed a Special Tax in accordance with Article 16 "commencing with section 53970" of Chapter 4 of Part 1 of Division 2 of Title 5 of the Government Code to provide district the necessary additional revenues for adequate fire protection and prevention; and

WHEREAS, the District formed a Special Tax by way of Ordinance No. FP6 of the Board of the South Place Fire Protection District adopted on June 3, 1980; and

WHEREAS, Parcels within the District will be charged accordingly to the specifications in the South Placer Fire Protection District Special Tax Measure A of Ordinance No. FP6; and

WHEREAS, the Board, acting pursuant to the said Ordinance, desires to levy the special tax as follows:

- | | |
|-----------------------|---|
| a. Residential Parcel | \$70 flat fee and \$2 per acre |
| b. Commercial Unit | \$.05 per square feet and \$2 per acre |
| c. Irrigated Farm | \$70 for all buildings and \$2 per acre |
| d. Mobile Home Park | \$20 per mobile home and \$2 per acre |
| e. Land | \$2 per acre |

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The foregoing recitals are true and correct.
2. That special taxes for fiscal year 2018-19 for Measure A shall continue to be levied at those rates specified in this Resolution for fiscal year 2018-19 with an estimated total annual amount of \$693,310.83.
3. The Measure A Special Tax as it applies to any parcel, may be corrected, cancelled or a refund granted as appropriate, by order of the Board of Trustees of the District. Any such corrections, cancellations or refunds shall be limited to the current fiscal year.

PASSED AND ADOPTED by the Board of Directors of the South Placer Fire Protection District at a regular meeting thereof this 13th day of June, 2018, by the following vote on roll call:

AYES:

NOES:

ABSENT:

President of the Board

ATTEST:

Clerk of the Board

RESOLUTION NO. 17-2017/18

REQUESTING COLLECTION OF CHARGES ON TAX ROLL
FOR TAX YEAR 2018-2019

TAX CODE NUMBER 70000

DIRECT CHARGE NAME Special Tax: Approved by Electorate Vote

Whereas, the South Placer Fire District requests the County of Placer collect on the County tax rolls certain charges which have been imposed pursuant to section 53970 of Chapter 4 of Part 1 of Division 2 of Title 5 of the Government Code by the District, attached hereto, and

Whereas, the County has required as a condition of the collection of said charges that the District/City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

Now, Therefore, Be It Hereby Resolved by the Board/Council of District/City that:

1. The Auditor-Controller of Placer County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.
2. The District/City warrants and represents that the taxes, assessments, fees and/or charges imposed by the District/City and being requested to be collected by Placer County comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).
3. The District/City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County on the property tax roll of any taxes, assessments, fees and/or charges on behalf of District/City.
4. In consideration for the County's collection of the charge through the County's property tax roll, the District/City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of District's/City's said taxes, assessments, fees and/or charges requested to be collected by County for District/City, or in any manner arising out of District's/City's establishment and imposition of said taxes, assessments, fees and/or charges. District/City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified

Parties as a result of the collection of one of District's/City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of District/City, including property taxes.

5. The District/City agrees that its officers, agents and employees will cooperate with the County by responding to all inquiries referred to District/City by County from any person concerning the District's/City's taxes, assessments, fees and/or charges, and that District/City will not refer such persons to County officers and employees for response.
6. The District/City agrees to pay the County for the reasonable and ordinary charges to recoup its costs of placement and collection on the tax rolls at the agreed upon rate of 1% of the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800.

PASSED AND ADOPTED by the South Placer Fire District Board of Directors this 13th day of June, 2018, by the following vote on roll call:

AYES:

NOES:

ABSENT:

President of the Board

ATTEST:

Clerk of the Board

**SOUTH PLACER FIRE PROTECTION DISTRICT
INTEROFFICE MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: CHIEF ERIC G. WALDER
SUBJECT: BOARD MEETING AGENDA STAFF RECOMMENDATIONS
DATE: FRIDAY, JUNE 08, 2018
CC: BOARD SECRETARY KATHY MEDEIROS

Agenda Item: FY 2018/19 Preliminary Budget Adoption:

Action Requested: Staff recommends adoption of the preliminary FY 2018/19 Budget.

Background: Staff has prepared the FY 2018/19 preliminary budget. The budget assumes that the District stays at full staffing throughout the fiscal year. In this preliminary budget the Station 15 remodel is included as well as the schematic design and architect fees for the Station 28 truck room expansion. The board budget committee will meet before the September 2018 final approval of the 2018/19 budget.

Impact: Enables the district to enter the new Fiscal Year 2018/19 with a preliminary budget which will be adjusted for final approval in September 2018. Estimated expenditures in this budget include a spending plan of \$14,032,239.

Attachments: Preliminary FY 2018/19 budget

Eric G. Walder, EFO
Fire Chief
South Placer Fire District

Estimated Revenues 2017-208					
General Revenue		\$11,814,172			
Mitigation Revenue		\$410,000			
CFAA Revenue		\$631,000			
Total		\$12,855,172			
Estimated Expenditures 2017-2018					
Operational Expenditures (salaries, operations, fixed assets)		\$10,901,064			
Facility Expenditures Reserve Accounts		\$800,000			
Capital Expenditures- Capital Facilities General Budget		\$473,980			
Mitigation Expenditures		\$1,226,195			
CFAA Expenditures		\$631,000			
Total		\$14,032,239			



Account Number		2017/18 Budget Amount	2017/18 Combined	2017/18 Budget YTD	2018/19 Budget
REVENUES Cont.					
8263	Mitigation Fee Revenue	\$330,000	\$350,000	\$235,025	\$400,000
8263	Loomis Mitigation Fee Revenue	\$75,000	\$80,000	\$83,454	
8264-001	Mitigation Fee Interest	\$4,300	\$5,000	\$13,083	\$10,000
	Loomis Mitigation Fee Interest	\$700		\$997	
	Total Mitigation Revenue	\$410,000	\$435,000	\$332,559	\$410,000
8197	CFAA Revenues (Strike Teams)	\$500,000	\$631,000	\$860,088	\$630,000
		\$150,558			
	Total Budget With Mitigation Fees & CFAA Revenues	\$12,270,851	\$12,306,293	\$11,562,174	\$12,854,172

The Revenue Page gives a detailed account of the estimated revenues for the up-coming year. The General Revenue is the estimated amount of money to be collected from taxes, interest, charges for services and miscellaneous reimbursements. The Mitigation Fees are the estimated fees to be collected from new community development.

Account Number		2017/18 Budget Amount	2017/18 Combined	2017/18 Budget YTD	2018/19 Budget
Service & Operations					
2020	Audit	\$9,750	\$15,250	\$13,858	\$10,000
2555.1	Audit Costs	\$5,500			
2021	Propane	\$2,400	\$2,600	\$1,314	\$2,600
2023	Employee Physicals & Wellness Consultation	\$15,000	\$17,500	\$8,827	\$17,500
2066.2	Physicals/Vaccinations	\$2,500			
2024	Paramedic & EMT Cert. Classes	\$5,250	\$5,250	\$3,011	\$5,250
2025	Ambulance Billing Service	\$81,000	\$81,000	\$78,976	\$85,000
2026	Garbage	\$9,000	\$9,000	\$7,097	\$9,000
2027	Gas & Electric	\$65,000	\$82,000	\$56,247	\$82,000
	Utilities	\$17,000			
2028	Insurance (FAIRA)	\$25,000	\$35,000	\$23,536	\$35,000
2140	Insurance (Liab. & General)	\$15,000			
2030	Membership & Subscriptions	\$8,700	\$8,700	\$5,130	\$9,000
2439	Dues, Memberships	\$600			
2032	News Publications & Ads	\$1,500	\$1,500	\$405	\$1,500
2035	Sewer	\$5,400	\$5,400	\$702	\$5,400
2037	Telephone, Wireless, Fiber, T-1	\$69,000	\$72,000	\$51,342	\$65,000
2051	Telephone/Communications	\$6,000			
2038	Training Supplies	\$13,500	\$13,500	\$10,167	\$13,500
2039	Business & Conference	\$6,500	\$6,500	\$3,829	\$6,700
2040	Education & Training	\$54,000	\$62,000	\$36,591	\$62,000
2844	Training/Education	\$6,500			
2041	Water	\$8,500	\$8,500	\$8,696	\$9,500
2042	Laundry Service Shop Coveralls	\$2,500	\$2,500	\$1,237	\$2,500
2043	Legal Fees & Consulting Fees	\$75,000	\$89,000	\$69,114	\$89,000
2561	Legal Services	\$5,000			
2555.2	Consultant Services: Civil Engineer	\$15,150			
2555.2	Consultant Services: IT Services	\$3,500			
2555.2	Consultant Services: Administrative Services	\$0			
2043-001	Prevention Consulting Fees	\$36,000	\$55,000	\$54,001	\$49,000
2555.2	Consultant Services: Prevention Services	\$30,000			
2044	Petty Cash Fund	\$250	\$250	\$0	\$250
2045	Pre Employment, Back Ground Checks & Testing	\$10,000	\$17,000	\$29,894	\$17,000
2046	Medical Waste Disposal	\$7,350	\$7,800	\$0	\$4,000
2047	Phiso Control Contract	\$11,000	\$12,000	\$11,052	\$16,000
2050	County Charges (Tax Collection/LAFCO/Tax Refunds)	\$160,000	\$179,078	\$167,201	\$185,000
2051	Elections		\$0		\$30,000
2052	Public Education	\$1,900	\$1,900	\$0	\$1,900
2053	Food/Drink - Incident Supplies	\$7,600	\$8,300	\$5,394	\$8,300
2055	Awards & Recognition	\$3,000	\$3,000	\$2,123	\$3,000
2056	Zoll/Fire RMS/Telestaff User Maintenance Fee	\$13,000	\$13,000	\$10,451	\$13,000
2120	Cleaning & Maintenance Supplies	\$6,000	\$8,000	\$6,313	\$8,000

Account Number		2017/18 Budget Amount	2017/18 Combined	2017/18 Budget YTD	2018/19 Budget
Fixed Assets					
4456	Facilities				
	Front Office Furniture, Five Drawer Cabinet and Chair	\$20,700	\$33,588	\$22,361	\$1,800
	1 Treadmill				\$3,470
	1 Cross Cable Machine				\$3,300
	PowerBlock and Stands				\$1,200
	Kitchen Table Chairs Station #28				\$472
	Toll Box and Tools Station #28 Movable				\$857
4462	Firefighting Equipment				
	TFT 2.5" to TIP Ball Valve	\$10,000	\$16,700	\$9,692	\$2,500
	3" Supply Line 40 x 50'				\$12,000
	Misc Firefighting equipment				\$3,340
4464	EMS Equipment				
	Mannequin Patient Assessment	\$7,000	\$2,000	\$0	\$10,000
4465	Office, Telephone & Computer Equipment				
	SPFD Server Upgrade	\$12,850	\$20,250	\$14,736	\$21,962
	MDT, Mounts				\$8,000
4469	VHF Radio, MDC & Communications				
	Radio's / Equipment Upgrades	\$11,000	\$16,300	\$1,338	\$10,000
4470	Shop Equipment				
	Misc. Shop Equip	\$5,000	\$1,200	\$0	\$4,000
	Pump Testing Equipment				\$11,240
4472	Training/Operations Equipment				
	Training Props - Cargo Container, Ventilation Props, etc.	\$5,000	\$7,600	\$0	\$12,000
4475	Rescue Equipment				
	Rope, Misc. Rescue Tools, Stokes, PPE	\$12,000	\$5,000	\$1,419	\$10,000
4476	Apparatus Up-Grades				
	Prevention Trailer Awning	\$5,000	\$8,000	\$0	\$2,000
	Total Fixed Assets	\$91,550	\$110,638	\$49,546	\$118,141
					29.05%

The Fixed Assets page gives a detailed account of the estimated fixed assets costs for the up-coming year. These costs represent the annual costs for new, upgrade or replacement items that generally don't require saving over several budget years not including capital expenditures.

**SOUTH PLACER FIRE PROTECTION DISTRICT
INTEROFFICE MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: CHIEF ERIC WALDER
SUBJECT: BOARD MEETING AGENDA STAFF RECOMMENDATIONS
DATE: THURSDAY, JUNE 07, 2018
CC: BOARD SECRETARY KATHY MEDEIROS

Agenda Item: Station 15 Construction Bid Award:

Action Requested: The Chief recommends that the Board award PNP Construction, Inc. the contract to construct the Station 15 expansion and remodel at 4650 E. Roseville Parkway. The Chief also seeks approval to sign the construction contract previously executed by PNP Construction.

Background: The Project went out to bid on April 13th, 2018. On April 19th, we conducted a pre-bid meeting with interested contractors. Five (5) bids were accepted and opened on May 3rd, 2018.

Staff recommends authorization to enter into a contract with PNP Construction, Inc for \$1,987,474.00 to construct the Fire Station.

Impact: \$1,987,474.00 construction costs, funded from mitigation fees, capital facility reserve account, and the capital facilities 2018-19 budgeted funds.

Attachments: Bidders list and prices, and the construction contract.

Eric G. Walder, EFO
Fire Chief
South Placer Fire District



FILE COPY

Bid Opening: South Placer Fire Station 15
 South Placer Fire District
 Bid Date: May 03, 2018 @ 2:00PM

Name of Bidder	Base Bid	Deductive Alternate #1	Sub-List	Non Collusion	Bid Bond	ADD. 1+2
ANTHEM BUILDERS INC.	\$2,686,099	\$14,455	✓	✓	✓	YES
AMERICAN RIVER CONST INC	\$2,186,000	\$17,000	✓	✓	✓	YES
PNP CONSTRUCTION	\$1,987,000	\$18,643	✓	✓	✓	YES
Z ² CONSTRUCTION	\$2,133,000	\$13,983	✓	✓	✓	YES
S.W. ALLEN CONST.	\$2,336,000	\$19,090	✓	✓	✓	YES

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 22nd day of May in the year 2018
(In words, indicate day, month and year.) Twenty-second day of May,
Two-Thousand-Eighteen.

BETWEEN the Owner:
(Name, legal status, address and other information)

South Placer Fire District
6900 Eureka Road
Granite Bay, CA 95746

and the Contractor:
(Name, legal status, address and other information)

PNP Construction, Inc.
100 Crother Road
Applegate, CA 95703
CA License 806848

for the following Project:
(Name, location and detailed description)

South Placer Fire Station 15 Addition and Renovation
4650 East Roseville Parkway
Granite Bay, CA 95746

The Architect:
(Name, legal status, address and other information)

Lionakis
1919 – 19th Street
Sacramento, CA 95811

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1211590984)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

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[X] Not later than two hundred ten (210) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Completion of the entire Work, the Contractor shall achieve Completion of such portions by the following dates:

Portion of Work	Completion Date
NA (Not Applicable)	NA

§ 3.3.3 If the Contractor fails to achieve Completion as provided in this Section 3.3, liquidated damages shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's satisfactory performance of the Contract. The Contract Sum shall be One-million-nine-hundred-eighty-seven-four-hundred-seventy-four dollars (\$1,987,474.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
NA	NA

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
NA	NA	NA

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
NA	NA

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
NA	NA	NA

§ 4.5 Liquidated damages, if any:

Failure to Complete the Work within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time: \$500.00 (Five-hundred

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dollars) for each calendar day by which Completion of the Work is delayed beyond the Contract Time as adjusted by Change Orders.

If Contractor causes delay to any other contractor's work on the Project that results in delayed completion of the Project, Contractor shall be subject to liquidated damages in the amount set forth above for each calendar day Contractor delayed completion of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer for such delayed completion of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the other contractor's work and the Project, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount set forth herein shall be presumed to be the amount of damages which the Owner shall directly incur for each calendar day that completion of the Project is delayed because of Contractor caused delays to the work of other contractors.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that Contractor cannot or will not Complete the Work within the Contract Time, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of Completion and liquidated damages.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 30 (thirty) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to

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substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent (10%). The Owner has made a finding that this Project is substantially complex and requires a retention amount greater than 5%. (Public Contract Code section 7201).

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Completion of the entire Work, including modifications for Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

NA

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Completion.)

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NA

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

NA

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

1.5 % per month

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

NA

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

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§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

No termination fee will be paid.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Michael Ritter
Division Chief
South Placer Fire District
6900 Eureka Road
Granite Bay, CA 95746
mritter@southplacerfire.org

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Shawn Payne
President
PNP Construction, Inc.
100 Crother road
Applegate, CA 95703
Shawn@gopnp.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. The amount of general liability insurance shall be \$1,000,000 per occurrence/\$2,000,000 annual aggregate for bodily injury, personal injury and property damage, and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

In addition to any terms in the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in the Agreement using a transmission method that permits the recipient to print the communication.

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8.7. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees, Architect, and others as provided in AIA Document A101.

8.8. By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

\$1,000,000 for Worker's Compensation

§ 8.7 Other provisions:

None

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds – Not Used
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

Not Used

.5 Drawings

Number	Title	Date
As listed on Drawing Sheet G-001		

.6 Specifications

Section	Title	Date	Pages
As listed on page 1 of Table of Contents			

.7 Addenda, if any:

Number	Date	Pages
01	April 26, 2018	39
02	April 30, 2018	01

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

- ☐ The Sustainability Plan:

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Title	Date	Pages
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[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Invitation to Bid; Instructions to Bidders

Article 10. Prevailing Wages.

10.1. The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§ 1720 et seq.) of the Labor Code. For all projects over Twenty-five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§ 1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

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Article 11. Working Hours

11.1. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

Article 12. Apprentices.

12.1 The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

Article 13. Entire Agreement

13.1 The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

Article 14. Execution of Other Documents

14.1 The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

Article 15 Execution in Counterparts

15.1 This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

Article 16. Binding Effect

16.1 Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

Article 17. Severability; Governing Law; Choice of Law

17.1 If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Placer County, subject to

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transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

Article 18. Amendments

18.1 The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including change orders, signed by the parties and approved or ratified by the Governing Board.

Article 19. Assignment of Contract

19.1 The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

Article 20. Written Notice

20.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Eric Walder
Fire Chief
South Placer Fire District
(Printed name and title)



CONTRACTOR (Signature)

Shawn Payne
President
PNP Construction
(Printed name and title)

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AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

South Placer Fire Station 15 Addition and Renovation
4650 East Roseville Parkway
Granite Bay, Ca 95746

THE OWNER:

(Name, legal status and address)

South Placer Fire District
6900 Eureka Road
Granite Bay, CA 95746

THE ARCHITECT:

(Name, legal status and address)

Lionakis
1919 – 19th Street
Sacramento, CA 95811

TABLE OF ARTICLES

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. It shall include the initial obligation of any Contractor or Subcontractor, who performs any portion of the Work, to visit the Site of the proposed Work with Owner's representatives, a continuing obligation after the commencement of the Work to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated bid documents. The "Site" refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work. The Work shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

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§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Completion

Statutory definitions of "Completion" and "Complete" shall apply for those statutory purposes. For all other purposes, including accrual of liquidated damages, Claims and warranties, "Completion" and "Complete" mean the point in the Work where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute "Completion" or "Complete".

§ 1.1.10 Completion of the Project

For purposes of accrual of liquidated damages for delays to the Project, *completion* shall mean the point in the Project where (1) all contractors and Owner have fully and correctly performed all work of the entire Project in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection of the entire Project that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance of the entire Project shall not constitute *completion* or *complete*.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of **professional** services of the Architect and its consultants and **have become** the property of the Owner. The Owner shall be identified as the owner of the Drawings, Specifications, and other documents prepared by the Architect. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Owner, upon request upon Completion of the Work. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be

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construed as publication in derogation of the Architect's or Architect's consultants' reserved rights. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Contract. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other contracts or projects or for additions to this Contract or Project outside the scope of the Work without the specific written consent of the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear appropriate attribution and the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect.

(Paragraph deleted)

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The "Owner" is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner and/or the Owner's authorized representatives, including but not limited to architects and construction managers. To the extent the Contract Documents indicate that Owner has assigned duties to particular representatives of the Owner (such as the Architect, or any construction manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

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§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the Contractor corrects the deficiencies; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

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§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect by whatever reasonable method the Owner may deem expedient, including but not limited to having another contractor perform some or all of the Work without terminating the Contract with Contractor. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents. If part of the Project is performed by other contractors Owner directly retains, Contractor shall be responsible for the coordination and sequencing of its Work with those other contractors so as to avoid any impact on the Contract schedule. Contractor agrees to accept the Owner's construction schedules, schedule updates, overall sequence and coordination of construction for the Project.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3,

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the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 The Contractor and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to Complete the Work in accordance with all requirements of the Contract Documents. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

(Paragraph deleted)

§ 3.4.3 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.4 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

3.4.5 Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of such quality as required to satisfy the standards of the Contract Documents. The Contractor shall, if

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requested, promptly furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and the quality of their work shall meet whichever is the higher standard for their work: the standard in the industry or the standard in the Contract Documents.

3.5.6. Any work, materials, or equipment, which does not conform to these standards may be disapproved and rejected by the Owner, in which case, they shall be removed and replaced by the Contractor at no cost to the Owner.

§ 3.5 Warranty

§ 3.5.1 For the period of one (1) year after Completion of the Work, the Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor, including all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents, that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

(Paragraphs deleted)

§ 3.7.4.1 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 10 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

3.7.4.2.1 Trenches or Excavations Greater Than Four Feet Below the Surface

Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below

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the surface:

3.7.4.2.2 The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

3.7.4.2.3 The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract.

3.7.4.2.4 In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from the Contract Completion deadline, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable and timely objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

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§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

(Paragraph deleted)

§ 3.10.1.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work, which shall conform to the Contract Document's requirements. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. Contractor shall submit a monthly updated schedule of the Work that will include an accurate as-built schedule and the current as-planned schedule, both of which shall conform to the Contract Documents' requirements. Contractor shall submit its daily logs for the prior month with the updated schedule. The schedule and updates shall conform, at a minimum, to industry standards for critical path scheduling and shall facilitate Owner's Project management and evaluation of Contractor Claims for additional money or time.

3.10.1.2 The schedule and updates shall not exceed time limits (including milestone deadlines) under the Contract Documents and shall comply with the Contract Documents scheduling requirements and with any scheduling requirements the Owner provides to the Contractor at the beginning of the Work. The original schedule and all updates shall accurately reflect work performed to date, all construction tasks (including procurement), the critical path schedule for Completion of the remainder of the Work, and the percentage of the Work completed. The original schedule and updates shall include all delay days for weather not unusually severe, even though that weather will not entitle Contractor to additional time or money.

3.10.1.3. The construction schedule shall be in the form of either a tabulation, chart, or graph, unless otherwise stated in Contract Documents, and shall be in sufficient detail to show the chronological relationship of all activities of the Project including, but not limited to, estimated starting and completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned for the benefit of the Project. Whenever in the Contract Documents Contractor is required to provide a schedule and/or schedule updates, the Contractor shall provide the schedule and updates in electronic format as well as hard copy. Contractor shall be solely responsible for the accuracy, utility and reasonableness of all of its schedules. Owner's acceptance, approval or non-rejection of Contractor's schedules shall not affect Contractor's responsibility for its schedules.

3.10.1.4 The Contractor and Owner shall use any float on a "first come, first served" basis. The original schedule and updates shall reflect Contractor's and Owner's use of float. Float is not for the exclusive use or benefit of either Owner or Contractor, but it is a jointly owned expiring Project resource available to both parties as needed to meet schedule milestones. For the original schedule and updates, Contractor shall use a critical path network format with the critical paths clearly indicated. Contractor shall use an MS Project, Primavera, or an equivalent or better program. Contractor shall include reports that sort and list the activities in order of increasing float and by early and late start dates. Contractor shall endeavor to label ten to thirty percent (10-30%) of the tasks as critical, but shall not label less than five (5%) or more than fifty (50%) as critical. Contractor shall use calendar days.

3.10.1.5 If any change in Contractor's method of operations will cause a change in the construction schedule, Contractor shall submit to Owner, Architect, and any construction manager, a revised construction schedule within seven (7) days of the change, unless a different time period is stated in Division 1 of the Specifications.

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3.10.1.6 If, in the Owner's opinion, the Contractor is not prosecuting the Work at a rate sufficient to meet the Work schedule or a contractual milestone, or to Complete the Work within the Contract Time (as adjusted by change orders) or if the Contractor's actual progress falls behind the Work schedule or it is apparent to Owner or Contractor that Contractor will not meet contractual milestones or Complete the Work within the Contract Time (as adjusted by change orders), the Owner may require that the Contractor prepare and submit a recovery plan. Contractor must submit a recovery plan within seven (7) days of a demand for the plan, unless a different time period is stated in Division 1 of the Specifications. At a minimum, the recovery plan must include a revised schedule that gets the Work back on schedule and Completes all Work by the contractual milestones and within the Contract Time (as adjusted by change orders) or by other dates Owner specifies in the demand for a recovery plan. The recovery plan shall state the corrective actions Contractor will undertake to implement it. The recovery plan shall also list any additional money that Contractor believes it should receive if Owner orders Contractor to fully or partially implement the recovery plan. If the Owner orders Contractor to implement the recovery plan, Contractor shall do so, but the order shall not act constitute an admission by Owner that Contractor is entitled to additional money. To recover additional money, Contractor must submit a Claim pursuant to the process contained in the General Conditions.

3.10.1.7 All schedules Contractor submits shall be certified as true and correct, as follows:

I, _____ [name of declarant], declare the following:

_____ [Contractor company name] has entered into a Contract with _____ [public entity name] on the _____ [name of project] Project. _____ [Contractor company name] authorized me to prepare the schedules for _____ [public entity name] for _____ [Contractor company name] Work on the Contract, and I prepared the attached schedule. I am the most knowledgeable person at _____ [Contractor company name] regarding the scheduling of the Work for this Contract.

The attached schedule does not breach the Contract between _____ [Contractor company name] and _____ [public entity name] for this Project, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of schedules, only contains truthful and accurate as-built and as-planned dates of work on the Contract (including supporting data), and is not a false claim.

The attached schedule is submitted in compliance with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72 (Fraudulent Claims), Government Code sections 12650 et seq. (False Claims Act; for example, Government Code section 12651(a)(7)), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other Claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself and/or _____ [Contractor company name].

While preparing this declaration and schedule I consulted with others (including attorneys, consultants, or others who work for _____ [Contractor company name]) when necessary to ensure that the statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____ [name of declarant]

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the

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Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers

§ 3.12.2 Product Data includes: illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors, but in no event later than ninety (90) days after the execution of the Agreement.. Contractor may be assessed \$100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer's descriptive data for the review of the Owner, the Contractor, and the Architect through the Contractor.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements, field conditions, catalog numbers, field construction, criteria related thereto, and other relevant data in connection with each such submission, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. At the time of submission, any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents shall be narratively described in a transmittal accompanying the submittal. However, submittals shall not be used as a means of requesting a substitution. Review by Owner and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. Contractor shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents. Any submission, which in Owner's or Architect's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor will be returned unreviewed for resubmission by the Contractor.

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3.12.7. In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Architect's review shall neither be construed as a complete check nor relieve the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission and the Architect has given specific written approval. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, or from the necessity of furnishing any Work required by the Contract Documents, which may not be indicated on shop drawings when reviewed. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

3.12.11.1 All shop drawings must be properly identified with the name of the Project and Contractor's name and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and Contractor and to the Specification section number for identification of each item clearly stating in narrative form, as

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well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents, if any. Shop drawings, for each section of the Work, shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. Only shop drawings required to be submitted by the Contract Documents shall be reviewed.

3.12.11.2 Each submittal shall include one (1) legible, reproducible sepia and five (5) legible prints of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; wiring diagrams and controls; schedules; all seismic calculations and other calculations; and other pertinent information as required.

3.12.11.3 The Contractor shall make any corrections required by Architect and shall resubmit as required by Architect the required number of corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Contractor pursuant to paragraph 4.4.

3.12.12.1 In case a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics, which will be present in the finished products; and products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

3.12.12.2 Samples of materials, which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions, shall, if not submitted in standard containers, be supplied with such labels and application instructions.

3.12.12.3 The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the appropriate action in compliance with the Architect's standard procedures.

3.12.12.4 The Contractor will prepare and maintain on a current basis an accurate and complete set of Record Drawings showing clearly all changes, revisions, and substitutions during construction, including, without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions, and substitutions during construction. A copy of such Record Drawings and Annotated Specifications will be delivered to Owner in accordance with the schedule prepared by Contractor. In the event of a specification that allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the Record Drawings and Annotated Specifications as often as necessary to keep them current but no less often than weekly. The Record Drawings and Annotated Specifications shall be kept at the Site and available for inspection by the Owner, Inspector of Record and the Architect. On Completion of the Contractor's Work and prior to Application for Final Progress Payment, the Contractor will provide one complete set of Record Drawings and Annotated Specifications to the Owner, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

3.12.12.5 Contractor shall obtain and furnish to the Owner three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in proper order, indexed, and placed in three-ring binders. At the Completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals

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is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Final Progress Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in proper order, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Owner through the Architect.

3.12.12.6 All shop drawings and samples submitted shall become the Owner's property.

3.12.13.1 Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction is indicated or specified by name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article, which shall be substantially equal or better in every respect to that so indicated or specified and will completely accomplish the purpose of the Contract Documents.

3.12.13.2 When two or more acceptable products are specified for an item of the Work, the choice will be up to the Contractor. Contractor shall utilize the same product throughout the Project. If a timely substitution request as set forth in Section 3.12.12.3 is not provided and an "or equal" substitution is requested, the Owner may consider the substitution if the product specified is no longer commercially available. If the Owner allows the substitution to be proposed pursuant to such an untimely request, the Contractor will be responsible for the professional fees incurred by the Architect or Architect's consultants in reviewing the proposed substitution which fees may be withheld from progress payments and/or retention.

3.12.13.3 Requests for substitutions of products, materials, or processes other than those specified must be made on the Substitution Request form available from the Owner prior to the date of the bid opening. Any Requests submitted less than fourteen (14) days prior to the date of the bid opening will not be considered, except as noted in paragraph 3.12.12.2. A Substitution Request must be accompanied by evidence as to whether or not the proposed substitution: is equal in quality and serviceability to the specified item; will entail no changes in detail and construction of related work; will be acceptable in consideration of the required design and artistic effect; will provide no cost disadvantage to Owner; and will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts. The burden of proof of these facts shall be upon the Contractor. The Contractor shall furnish with its request sufficient information to determine whether the proposed substitution is equivalent including but not limited to all drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The final decision shall be the Owner's. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. Owner may condition its approval of the substitution upon delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution.

3.12.13.4 The Subcontractor shall prepare and submit to the Contractor within thirty (30) days of execution of the Subcontract comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for Contractor's or Architect's preliminary approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, which are required by the Contract Documents, but rather as a base from which more detailed submittals shall be developed for the final review of the Contractor and the Architect.

3.12.14 Deferred approvals shall be submitted and processed pursuant to the requirements of Contract Documents. All risks of delay due to any other governmental agency having jurisdiction, approval of a deferred approval shall be on the requesting party.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

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§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

3.14.3 New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect. Work done contrary to such authority is at the Contractor's risk, subject to replacement at its own expense and without reimbursement under the Contract. Agency approvals shall be obtained by the Architect, not by the Contractor.

3.14.4 Permission to patch any areas or items of the Work shall not constitute a waiver of the Owner's or the Architect's right to require complete removal and replacement of the areas or items of the Work if, in the opinion of the Architect or the Owner, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents. Any costs caused by defective or ill-timed cutting or patching shall be borne by the person or entity responsible.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. The Site shall be maintained in a neat and orderly condition. All crates, cartons, paper, and other flammable waste materials shall be removed from Work areas and properly disposed of at the end of each day. The Contractor shall continuously remove from and about the Site the waste materials, rubbish, tools, construction equipment, machinery, and materials no longer required for the Work. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be invoiced to the Contractor and withheld from progress payments and/or retention. Each Subcontractor shall have the responsibility for the cleanup of its own Work. If the Subcontractor fails to clean up, the Contractor must do so.

3.15.3 When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor. If the Contractor does not remove the tools, equipment, machinery, and materials within fifteen (15) days after Completion of its Work, then they shall be deemed abandoned, and the Owner can dispose of them for its own benefit in whatever way it deems appropriate. Contractor shall pay for any costs to dispose of the items.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or

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patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Governing Board, members of the Governing Board, and directors ("Indemnitees") from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, alleged by third parties against Indemnitees arising out of or resulting from the following: Contractor's, its Subcontractors', or its suppliers' performance of the Work, including but not limited to the Contractor's or its Subcontractors' use of the Site; the Contractor's or its Subcontractors' construction of the Project, or failure to construct the Project, or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Contractor or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Contractor, its Subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Contractor shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

3.18.3.1 The Subcontractors shall defend, indemnify, and hold harmless the Indemnitees from and against claims, actions, damages, liabilities, and losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Subcontractors' performance of the Work, including but not limited to the Subcontractors' use of the Site; the Subcontractors' construction of the Project or failure to construct the Project or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Subcontractors.

3.18.3.2 In the event more than one Subcontractor is connected with an accident or occurrence covered by this indemnification, then all such Subcontractors shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying Subcontractors for the loss and expense of

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any such indemnification shall be resolved without jeopardy to any Indemnatee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnatee for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any Indemnatee has by law or equity.

3.18.4 The Contractor's and the Subcontractor's obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the Contractor or the Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

3.19 **Owner as Intended Beneficiary** The Owner is an intended beneficiary of any architectural or engineering work secured by, or performed by, the Contractor to fulfill its obligations under the Contract. Contractor shall state in its contracts with architectural or engineering consultants that their work is for the intended benefit of the Owner.

3.20 **Notice of Excuse for Nonperformance** If Contractor believes that acts or omissions of Owner (including but not limited to Owner caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things, Contractor's requests for time extensions under section 4.5, below, Contractor shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Contractor fails to timely submit the written notice, Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's management of the Work and Project and the mitigation of costs and delays to the Work and Project.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The term "Architect" means the Architect or the Architect's authorized representative, and shall also refer to all consultants under the Architect's direction and control.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld. To the extent the Contract Documents indicate that Owner has assigned duties or responsibilities to the Architect, Owner reserves the right at all times to reassign such duties or responsibilities to different Owner representatives. In the case of the termination of the Architect, the Owner may appoint an architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be that of the former architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, through release of all retention, and during the one (1) year period following the commencement of any warranties. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. The Architect will have all responsibilities and power established by law to the extent set forth in the Owner/Architect agreement.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

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Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 The Contractor shall submit payment applications to the Architect, unless there is a construction manager for the Project or the Owner directs otherwise. Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect, in conjunction with the Inspector of Record, or as otherwise directed by Owner, will conduct inspections to determine the date or date of Completion; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant; and issue a final Certificate for Payment pursuant. Except as may be otherwise directed by Owner, the Architect will conduct a field review of the Contractor's comprehensive list of items to be completed or corrected for development of a punch list and one (1) follow-up field review if required. The cost incurred by the Owner for further field reviews or the preparation of further punch lists by the Architect shall be invoiced to the Contractor and withheld from payment and/or retention.

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§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

(Paragraph deleted)

§ 4.2.12.1 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith. The Work shall be executed in conformity with, and the Contractor shall do no work without, approved drawings, Architect's clarifying instructions, and/or submittals.

4.2.12.2 Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.2.12.3 Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the Contract Documents.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

4.3 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES If at any time prior to the Completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Contractor, the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention. Such invoicing shall be independent from any other Owner remedies, including but not limited to liquidated damages. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. Additional services shall include, but shall not be limited to, the following:

- A. Services made necessary by the default of the Contractor.
- B. Services made necessary due to the defects or deficiencies in the Work of the Contractor.
- C. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- D. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors proposed by the Contractor, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).
- E. Services for evaluating and processing Claims submitted by the Contractor in connection with the Work outside the established Change Order process.

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- F. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time for Completion.
- G. Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.
- H. Services in conjunction with more than one (1) re-review of required submittals of shop drawings, product data, and samples.

4.4 [Reserved]

4.5 If the Contractor identifies the potential for extra work, delay in the critical path schedule, or the need for additional money or time, or if the Contractor requests additional money or time, or if the Contractor believes that Owner has failed to pay amounts due or otherwise breached the Contract, or otherwise believes that it is entitled to a modification of the Contract terms and conditions, then Contractor shall follow the procedures in this Section 4.5 and Article 7, otherwise Contractor shall have waived its rights to pursue those issues and any later attempts to recover money or obtain a modification shall be barred. Contractor specifically acknowledges the Owner's and public's interest in, and need to know of, potential changes and disputes as early as possible so Owner can investigate, mitigate and resolve adverse cost and time impacts, if any. It is Contractor's obligation to know and comply with the requirements of Section 4.5 and Article 7, and Owner has no obligation to notify Contractor of any failure to comply with those requirements.

4.5.1 [Not Used]

4.5.2. Change Orders Requests. If, Contractor believes that it is entitled to additional money or time (including but not limited to grant of a time extension; payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the Owner) based on an issue, then Contractor shall submit a Change Order Request ("COR") to Owner within twenty (20) days of (i) becoming aware of the issues creating a potential change, or (ii) the date by which it should have become aware of the issues creating a potential change. Failure to timely submit a COR related to an issue, or failure to comply with any of the COR requirements in the Contract shall constitute a complete waiver by Contractor of any right to later submit a COR or Claim on that issue, or to later pursue any additional money (including time extensions) in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The COR shall state the grounds for the additional money or time requested and the amount of money or time requested, and Contractor shall include all information supporting the COR.

Contractor shall certify the COR using the form set forth in Section 4.5.5.1, except that every reference to "Claim" shall be changed to "COR." If a COR is submitted without certification, a certification can still be submitted within the timelines set forth in the first paragraph of section 4.5.2. If the COR is not timely certified, Contractor will have completely waived its rights to any money or time for that issue. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The Owner may accept the entire COR, accept part of the COR and reject the remainder, reject the entire COR, or request additional information. If the Owner does not respond within thirty (30) days by accepting the entire COR, accepting part of the COR and rejecting the remainder, or requesting additional information, the entire COR shall be deemed rejected as of the thirtieth (30th) day. If the Owner requests additional information, then the Contractor shall submit the information within fifteen (15) days of the date of the request and the Owner shall have fifteen (15) days after the receipt of the additional information to accept or reject (in whole or in part) the COR. If the Owner fails to respond within fifteen (15) days after the submission of additional information, the entire COR shall be deemed rejected as of the fifteenth (15th) day.

4.5.3 Definition of Claim A "Claim" is a separate demand by the Contractor sent by registered or certified mail, return receipt requested, for (a) a time extension, including, without limitation, a request for relief from damages or penalties for delay assessed by Owner under the Contract Documents; (b) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, and payment of which is not

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otherwise expressly provided for or the claimant is not otherwise entitled to; or (c) an amount the payment of which is disputed by the Owner. A Claim includes any claim within the scope of Public Contract Code section 20104 et seq. Resubmittal in any manner of a COR which was previously rejected under Section 4.5.2 constitutes a Claim, whether the COR was rejected in whole or in part, and whether the COR was rejected expressly or deemed rejected by Owner inaction. A Claim includes any dispute Contractor may have with the Owner, including one which does not require a Notice of Potential Change or COR under Sections 4.5.1 and 4.5.2, and includes an alleged breach of contract by the Owner. A Claim under this Article 4.5 shall also constitute a claim for purposes of the California False Claims Act. In the event of a conflict between a Claims provision in Division 1 of the Specifications and Section 4.5, Section 4.5 shall take precedence.

The COR procedures above are less formal procedures which precede the more formal Claim. A COR does not constitute a Claim; except that if insufficient time remains before the Claim deadline (see Article 4.5.4) for Contractor to submit a COR and for Owner to process and reject the COR under Article 4.5.2, then either (1) Contractor may submit a COR which Owner shall treat as a Claim, but only if the COR complies with all requirements in this Article 4.5 and Article 7 for COR's and Claims, or (2) a COR is not required so long as a Claim complying with this Article 4.5 is timely submitted.

A Claim does not include vouchers, invoices, progress payment applications, or other routine or authorized forms of requests for progress payments on the Contract; however, those documents remain "claims" for purposes of the California False Claims Act. A Claim does not include a Government Code Claim. ("Government Code Claim" means a claim under Government Code sections 900 et seq. and 910 et seq.)

4.5.4 Time for Submitting Claim; Waiver. Contractor shall submit a Claim to the Architect (and Owner) within fifteen (15) days of the earliest of the following events: (a) The Completion of the Work; (b) the thirtieth (30th) continuous day without labor by Contractor; or (c) Contractor's submission of a final progress payment application. The deadline for filing a Claim is the "Claim Deadline." Owner's rejection, or lack of rejection, of a COR at any time does not affect the requirement to submit a claim by the Claim Deadline.

In addition, on or before the Claim Deadline, Contractor shall submit to Owner, in writing, a list and a summary of all Claims for money or time extensions under or arising out of this Contract, which were timely filed and fully compliant with the Contract's requirements for Claims, and which the Contractor wishes to pursue in whole or in part. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim, failure to include a Claim in the Claim summary, or failure to comply with any of the Claim requirements in the Contract, including but not limited to this Article 4, will act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim for the money or time (see Section 4.5.6.3), and (c) initiate any action, proceeding or litigation for the money or time, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Owner does not have an obligation to reject the Claim for a failure to comply with any of the Claim requirements in the Contract, including the lack of certification, and any failure by Owner to reject, or any delay in rejecting, a Claim on that basis does not waive the Owner's right to reject the Claim on that basis at a later time. In no event may the Contractor reserve its rights to assert a Claim for a time extension or additional money beyond the timelines set forth in this provision unless the Owner agrees in writing to allow the reservation.

4.5.5 Content of Claim

4.5.5.1 Claim Format; Waiver Every Claim shall be in writing. All money or time extensions sought must be stated and itemized in the Claim at the time submitted. The responsibility to substantiate Claims shall rest with the Contractor, and the Contractor shall furnish reasonable documentation to support each Claim, including as applicable, that documentation set forth in sections 4.5.5.2 through 4.5.5.4.

In addition, the Contractor shall include a certification with each and every Claim at the time of submission, as follows:

I, _____ [name of declarant], declare the following:

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_____[Contractor company name] has entered into a Contract with _____ [public entity name] on the _____ [name of project] Project. _____ [Contractor company name] authorized me to prepare the attached Claim for money and/or time extension) for _____ [public entity name] regarding _____ [Contractor company's name] Work on the Contract, and requesting \$ _____ and/or _____ additional days), and I prepared the attached Claim. I am the most knowledgeable person at _____ [Contractor company name] regarding this Claim.

The attached Claim complies with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or _____ [Contractor company name].

The attached Claim does not breach the Contract between _____ [Contractor company name] and _____ [public entity name] for this Project, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that _____ [public entity name] is responsible under its Contract with _____ [Contractor company name].

While preparing this declaration and Claim, I consulted with others (including attorneys, consultants, or others who work for _____ [Contractor company name]) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the Claim on that basis; and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum and all rights to additional money or time for the issues covered by the Claim are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20____, at _____, California.

_____[name of declarant]

Contractor's failure to timely submit a certification will constitute a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.3) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.5.2 Claims for Additional Money. Each Claim for additional money (including but not limited to those described in (b) and (c) of the first paragraph of Section 4.5.3) must include all facts supporting the Claim, including but not limited to all supporting documentation plus a written analysis as to (a) why the claimed cost was incurred, (b) why Contractor could not mitigate its costs, (c) why the claimed cost is the responsibility of the Owner, and (d) why the claimed cost is a reasonable amount. In no event will the Contractor be allowed to reserve its rights to assert a Claim for money at a later time, unless the Owner expressly agrees in writing to allow the reservation. Any costs, direct or indirect, not asserted shall be waived. A Claim may not include any costs incurred in preparation of the Claim or in preparation of any underlying COR, including but not limited to costs of delay analysis.

4.5.5.3 Claims for Additional Time

4.5.5.3.1 Notice of Extent of Claim If the Contractor wishes to make a Claim for an increase in the Contract Time (including but not limited to Section 4.5.3(a)), the Claim shall include, but not be limited to, all facts supporting the

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Claim, all documentation of such facts, all information required by the Contract Documents, and a current schedule and delay analysis explaining (a) the nature of the delay, (b) the Owner's responsibility for the claimed delay, (c) the claimed delay's impact on the critical path, (d) the claimed delay's impact on the date of Completion (including an analysis of any float still remaining and whether the alleged delay in work exceeds such remaining float), and (e) why Contractor could not mitigate the delay impacts.

In the case of a continuing delay, only one (1) initial Claim is necessary that is based on estimates of when the continuing delay will end, but within thirty (30) days of the end of the continuing delay an updated final Claim must be submitted, which shall also be certified. In no event will the Contractor be allowed to reserve its rights to assert a Claim for a time extension, unless the Owner expressly agrees in writing to allow the reservation. Any time extension not asserted shall be waived.

4.5.5.3.2 Unusually Severe Weather Claims If unusually severe weather is the basis for a Claim for additional time, Contractor must provide Owner data and facts showing that the weather conditions were abnormal for the period of time, could not have been reasonably anticipated or mitigated, and had an adverse effect on the critical path of the scheduled construction.

4.5.5.4 "Pass Through" Claims A Subcontractor or supplier to Contractor may not submit a request for additional time or money directly to the Owner. If a subcontractor or supplier submits a request for additional money or time to Contractor and Contractor wishes to pass it through to Owner, then Contractor must comply with all requirements of Section 4.5, including Notices of Potential Change, Change Order Requests, and Claims, and Public Contract Code section 9204, subdivision (d)(5). Contractor must prepare and submit its own analysis of the Subcontractor's request, and the Claim must include a copy of the Subcontractor's request along with any other necessary supporting documentation.

In addition to the other requirements in the Contract Documents, including but not limited to this Section 4.5, the Contractor's analysis of the Subcontractor's request must include Contractor's detailed explanation as to why the Subcontractor or supplier's request is the Owner's responsibility, including Contractor's analysis of (a) why the amount of damages the Subcontractor or supplier requests is justified and appropriate, (b) how Contractor's breach of the subcontract caused the Subcontractor or supplier to incur these damages, and (c) how the Owner's breach of the Contract caused the Contractor's breach of the subcontract. Any Contractor Claim that fails to include the above information, or that states that Owner is responsible for the Subcontractor's request only in the event that Contractor is found to owe money to Subcontractor, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.3) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.6 Procedures for Claims (Public Contract Code section 9204) Claims are subject to this section 4.5.6, the separate procedures and substantive provisions of Sections 4.5.1 through 4.5.5, all other applicable provisions in the Contract Documents, and Public Contract Code section 9204. In addition, for claims that are \$375,000 or less, the provisions of Public Contract Code section 20104 et. seq. also apply, to the extent they do not conflict with Public Contract Code section 9204.

4.5.6.1 Claims The Owner shall conduct a reasonable review of the Claim and shall respond in writing to any written Claim within 45 days of receipt of the Claim. During that 45 day period, plus any extension, Owner may request in writing additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor. Owner shall review any additional documentation Contractor supplies in response to that request within the 45 day, plus any extension, timeline.

After receipt of a Claim, the 45-day period may be extended by Owner and Contractor. The written response shall identify which portion of the Claim is disputed and what portion is undisputed. If Owner needs approval from its governing board to provide the written response, and the governing board does not meet within the 45 days or any extended period of time, then the Owner shall have up to three days after the next publicly noticed meeting of the governing board to provide the written response. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written response. Owner's failure to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

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4.5.6.2 Meet and Confer. If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within 15 days of receipt of the Owner's response or within 15 days of the Owner'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 written demand sent by registered or certified mail return receipt requested, the Owner shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the Owner and Contractor, the conference may take place during regularly scheduled Project meetings.

If Contractor fails to timely notify the Owner that it wishes to meet and confer pursuant to the previous paragraph, then Contractor will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.3) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Within ten (10) business days after the conclusion of the meet and confer conference, the Owner shall give a written statement to the Contractor identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written statement. Within ten (10) business days of issuance of Owner's written statement, Contractor shall identify in writing the disputed portion of the Claim that shall be submitted to non-binding mediation (which may consist of any nonbinding process, including but not limited to neutral evaluation or a dispute review board), with the Owner and Contractor sharing the costs equally. The Owner and Contractor shall mutually agree to a mediator within ten (10) business days after the Contractor has identified in writing the disputed portion of the Claim. If they cannot agree upon a mediator, then each shall select a mediator and those two mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim. (Each party shall bear the fees and costs its respective mediator charged in connection with the selection of the neutral mediator). The parties may mutually waive in writing the requirement for mediation. If Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, Contractor will have waived all right to further pursue the Claim pursuant to section 4.5.4. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible. Owner's failure to respond to the Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

4.5.6.3 Government Code Claim If the Claim or any portion remains in dispute after the mediation and Contractor wishes to pursue it, the Contractor must file a timely and proper Government Code Claim. The filing of a Government Code Claim is specifically required in addition to all contractual procedures described in Sections 4.5 through 4.5.6.2. The above contractual procedures do not act as a substitute for the Government Code Claim process, and the two sets of procedures shall be sequential with the contractual procedures coming first.

Failure to timely file a Government Code Claim shall act as complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Government Code Claim was required, and (b) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Owner and Contractor shall proceed with the Government Code Claim according to Government Code, Section 900 et seq., and as otherwise permitted by law. For purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the running of the time period within which a Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a written Claim under Article 4.5 until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process in Section 4.5.6.2, including any period of time utilized by the meet and confer process.

4.5.7 Continuing Contract Performance. Despite submission or rejection of a Notice of Potential Change, COR or Claim, the Contractor shall proceed diligently with performance of the Contract as directed by Owner, and the Owner shall continue to make any undisputed payments in accordance with the Contract.

4.5.8 Claims for Concealed or Unknown Conditions

4.5.8.1 Trenches or Excavations Less Than Four Feet Below the Surface. If Contractor encounters conditions at

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the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall give notice to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If Contractor believes that such conditions differ materially and will cause an increase in the Contractor's cost of, time required for, or performance of any part of the Work, Contractor must comply with the provisions above for Notice of Potential Change, Change Order Request, and Claims (beginning with Section 4.5.1).

4.5.8.2 Trenches or Excavations Greater than Four Feet Below the Surface. Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.8.2.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

4.5.8.2.2 The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract.

4.5.8.2.3 In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from the Contract Completion deadline, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.5.9 Injury or Damage to Person or Property

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. For a Notice of Potential Change, COR and Claim for additional cost or time related to this injury or damage, Contractor shall follow Section 4.5.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.1.3 If a Subcontractor is designated as a "Specialty Contractor" as defined in section 7058 of the Business and Professions Code, all of the Work outside of that Subcontractor's specialty shall be performed in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 In accordance with Public Contract Code sections 4107 and 4107.5, no Contractor whose bid is accepted shall, without the written consent of the Owner: substitute any person or entity as a Subcontractor in place of the Subcontractor designated in the original bid; permit any such Subcontract to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the original bid; sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which its original bid did not designate a Subcontractor. Any assignment or substitution made without the prior written consent of the awarding authority shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve Contractor or its Subcontractors from their obligations under the terms of the Contract Documents.

5.2.2 Pursuant to Public Contract Code section 4107 and the procedure set forth therein, no Contractor whose bid is accepted may request to substitute any person or entity as a Subcontractor in place of a Subcontractor listed in the original bid except in the following instances:

- A. When the Subcontractor listed in the bid after having a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans and specifications for the Project involved or the terms of that Subcontractor's written bid, is presented to the Subcontractor by the Contractor;
- B. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;
- C. When the listed Subcontractor fails or refuses to perform his or her Subcontract;
- D. When the listed Subcontractor fails or refuses to meet the bond requirements of the prime contractor set forth in Public Contract Code section 4108.
- E. When the Contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions of Public Contract Code section 4107.5, that the name of the Subcontractor was listed as the result of inadvertent clerical error;
- F. When the listed Subcontractor is not licensed pursuant to the Contractors License Law; or
- G. When the awarding authority, or its duly authorized officer, determines that the Work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the Subcontractor is substantially delaying or disrupting the progress of the Work.
- H. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 of the Labor Code.
- I. When the awarding authority determines that a listed Subcontractor is not a responsible contractor.

5.2.2.1 Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or result in the granting of any extension of time for Completion of the Work.

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5.2.2.2 The Contractor, as a condition of asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall, pursuant to Public Contract Code section 4107.5, within two (2) working days after the time of the prime bid opening by the awarding authority, give written notice to the awarding authority and copies of such notice to both the Subcontractor it claims to have listed in error, and the intended Subcontractor who had bid to the Contractor prior to bid opening. Any listed Subcontractor who has been notified by the Contractor in accordance with the provisions of this section as to an inadvertent clerical error, shall be allowed six (6) working days from the time of the prime bid opening within which to submit to the awarding authority and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.

In all other cases, the Contractor must make a request in writing to the awarding authority for the substitution of a subcontractor, giving reasons therefor. The awarding authority shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the awarding authority written objections to the substitution.

Failure to file written objections pursuant to the provisions of this section within the times specified herein shall constitute a complete waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the awarding authority shall give five (5) days notice to the Contractor and to the listed Subcontractor of a hearing by the awarding authority on the Contractor's request for substitution as provided in Public Contract Code section 4107. The determination by the awarding authority shall be final.

(Paragraphs deleted)

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.5. Subcontractor's Responsibilities Every Subcontractor is bound to the following provisions, unless specifically noted to the contrary in the Subcontractor's contract subject to the limitations of section 5.3

5.5.1 Subcontractors shall efficiently supervise their Work, using their best skill and attention. Each of them shall carefully study and compare all Drawings, Specifications, and other instructions, shall at once report to Contractor any error or omission which any of them may discover, and shall subsequently proceed with the Work in accordance with instructions from the Contractor concerning such error or omission. Each Subcontractor shall be fully responsible for and shall bear the full risk of loss of all of its property.

5.5.2 Each Subcontractor shall at all times enforce strict discipline and good order among its Subcontractors, material or equipment suppliers, or their agents, employees, and invitees, and shall establish and maintain surveillance over the activities of each of the foregoing to minimize any disturbance, damage, pollution, or unsightly conditions relative to property areas adjacent to or in the vicinity of the Site. The Contractor shall have the right to remove from the Work any employee of a Subcontractor for any reason including, without limitation, incompetence or carelessness.

5.5.3 Should the proper and accurate performance of the Work depend upon the proper and accurate performance of other work not included in its Contract, each Subcontractor shall use all necessary means to discover any defect in such other work and shall allow the Contractor, the Owner and Architect, or other Subcontractors as Contractor elects, a reasonable amount of time to remedy such defects. If the Subcontractor should proceed with its Work, it shall be considered to have accepted such other work, unless the Subcontractor shall have proceeded pursuant to instructions in writing by the Contractor over its written objection.

5.5.4 Each Subcontractor shall submit to the Owner, the Contractor, or the Architect, as the case may be, promptly when requested by any of the foregoing, information with respect to the names, responsibilities, and titles of the principal members of its staff, the adequacy of the Subcontractor's equipment and the availability of necessary materials and supplies. Subcontractor shall fully cooperate with Contractor in its periodic review of the adequacy of Subcontractor's supervision, personnel, and equipment, and the availability of necessary materials and supplies and shall promptly comply with the requirements of the Contractor with respect thereto.

5.5.5 Each Subcontractor shall furnish at its expense its own temporary facilities and storage except those specifically agreed to be furnished to it by the Contractor in the Subcontract Agreement. Subcontractor's material storage rooms and field offices, etc., will be placed in locations designated by the Contractor. When it becomes necessary due to the progress of the Work for the Subcontractor to relocate its field operations, it will do so in an expeditious manner and at no additional cost to Contractor or Owner. The construction of material storage rooms and field offices, etc., will be of fire resistive material only, such as concrete or gypsum block, rated drywall, or sheet metal.

5.5.6 Each Subcontractor may be subject to the Contractor's reasonable charges for hoisting, repair to other work caused by the fault or negligence of Subcontractor, removal of Subcontractor's rubbish, and clean-up occasioned by Subcontractor.

5.5.7 Subcontractor shall comply with and pay any fines or penalties imposed for violation of any applicable law, ordinance, rule, regulation, Environmental Impact Report mitigation requirement, and lawful order of any public authority, including, without limitation, all OSHA and California OSHA requirements and those of other authorities having jurisdiction of the safety of persons or property.

5.5.8 Each Subcontractor shall not display on or about the Project any sign, trademark, or other advertisement. The Owner will permit a single Project sign, which shall be subject to the Owner's prior and sole discretion and approval, as to all matters including, without limitation, size, location, material, colors, style and size of printing, logos and trademarks (if any), text, and selection of names to be displayed.

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5.5.9 Without limitation of any other right or remedy available to Contractor under the Contract Documents or at law, should: the Subcontractor fail to perform its portion of the Work in a skilled and expeditious manner in accordance with the terms of the Contract Documents with sufficient labor, materials, equipment, and facilities; delays the progress of the job or otherwise fail in any of its obligations; or either a receiver is appointed for the Subcontractor or the Subcontractor is declared to be bankrupt or insolvent, and such appointment, bankruptcy, or insolvency proceedings or declaration is not set aside within thirty (30) days, then the Contractor, upon three (3) days notice to the Subcontractor (subject to the requirements of Pub. Contracts Code, § 4107), may provide such labor, materials, or perform such work and recover the cost plus profit and overhead from monies due or to become due thereafter to the Subcontractor. The Contractor may terminate the employment of the Subcontractor, taking possession of its tools, materials, and equipment related to the Work and cause the entire portion of the Subcontractor's Work to be finished either by another Subcontractor or through the Contractor's own forces.

5.5.10 In the event of any dispute as to whether or not any portion of the Work is within the scope of the Work to be performed by a Subcontractor, or any dispute as to whether or not the Subcontractor is entitled to a Change Order for any Work requested of it or entitled to payment, the Subcontractor shall continue to proceed diligently with the performance of the Work. Regardless of the size or nature of the dispute, the Subcontractor shall not under any circumstances cease or delay performance of its portion of the Work during the existence of the dispute. The Contractor shall continue to pay the undisputed amounts called for under the Subcontract Agreement during the existence of the dispute. Any party stopping or delaying the progress of the Work because of a dispute shall be responsible in damages to the Owner, the Architect, and the Contractor for any losses suffered as a result of the delay.

5.5.11 Contractor agrees to advise the Subcontractor if any documentation in connection with the Subcontractor's application for payment has not been accepted or is in any way unsatisfactory.

5.5.12 Each Subcontractor shall comply with all procedures established by the Contractor for coordination among the Owner, the Owner's consultants, Architect, Contractor, and the various Subcontractors for coordination of the Work with all local municipal authorities, government agencies, utility companies, and any other agencies with jurisdiction over all or any portion of the Work. The Subcontractor shall cooperate fully with all of the foregoing parties and authorities.

5.5.13 Subcontractor shall comply with all on-Site record keeping systems established by the Contractor and shall, upon the request of the Contractor, provide the Contractor with such information and reports as the Contractor may deem appropriate. Without limitation of the foregoing, the Subcontractor shall assemble all required permits and certificates so that they are readily accessible at the Site.

5.5.14 The specific requirements of Article 5 are not intended to exclude the obligation of the Subcontractor to comply with any of the other provisions of the General Conditions and the other Contract Documents which are relevant to the proper performance of its portion of the Work.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Contractor shall have overall responsibility for coordination and scheduling of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction. Should Contractor cause damage to the work or property of any other contractor on the Project, or to the Project or property of a third party, or cause any delay to any such contractor or third party, the Contractor shall defend, indemnify and hold Owner harmless for such damage or delay. Owner may withhold from progress payments and/or retention the cost of delay or damage to another contractor's work or damage to another contractor's property or to the property of Owner caused by Contractor.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

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§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

7.2.2 Unless expressly stated otherwise in the Change Order, any Change Order executed by Owner and Contractor constitutes and includes full and complete money and time (including but not limited to, adjustments to money and time) for all costs and effects caused by any of the changes described within it. Unless expressly stated otherwise in the Change Order, in consideration for the money received for the changes described in the Change Order, Contractor waives all Claims for all costs and effects caused by any of the changes, including but not limited to labor, equipment, materials, delay, extra work, overhead (home and field), profit, direct costs, indirect costs, acceleration, disruption, impaired productivity, time extensions, and any the costs and effects on Subcontractors and suppliers of any tier.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any,

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provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

7.5. REQUEST FOR INFORMATION ("RFI")

7.5.1 An RFI is a written request prepared by the Contractor asking the Owner to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.

7.5.2 The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Sum, Contract Time, or the Contract Documents.

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7.5.3 Unless Owner expressly directs otherwise in writing, Contractor shall submit RFIs directly to the Architect, with copies forwarded to the Owner. Contractor shall submit a revised and updated priority schedule with each RFI. The Architect shall endeavor to follow the Contractor's requested order of priorities. The Architect shall take such time, as is necessary in the Architect's professional judgment, to permit adequate review and evaluation of the RFI. If Contractor informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, the Architect shall provide a response as quickly as reasonably possible. The total time required for the Architect to respond is subject to the complexity of the RFI, the number of RFI's submitted concurrently and the reprioritization of pending RFI's submitted by the Contractor, among other things. If Contractor believes that the Architect's response results in a change in the Work that warrants additional money or time, or that Architect's response was unreasonably delayed and caused delay to the Work's critical path, Contractor shall follow the procedures for additional money or time under Section 4.5. Contractor shall review the Contract Documents before submitting an RFI to ensure that the information is not already in the Contract Documents. To compensate the Owner for time and costs incurred for each time the information was already in the Contract Documents, Owner may withhold \$100 from progress payments or retention in addition to any other remedies which Owner may have the right to pursue.

7.5.4 The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from progress payments or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

7.6 REQUEST FOR PROPOSAL ("RFP")

7.6.2 An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by section 7.8. The Contractor shall not be entitled to any additional money for preparing a response to an RFP, whether ultimately accepted or not.

7.7 CHARGE ORDER REQUEST ("COR")

7.7.1 A COR is a written request prepared by the Contractor asking the Owner for additional money or time.

7.7.2 A COR shall include breakdowns per section 7.8 to validate any proposed change in Contract Sum.

7.7.3 Where a change in Contract Time is requested, a COR shall also include delay analysis to validate any proposed change to the Contract Time, and shall meet all requirements in these General Conditions. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Work schedule as defined in the Specifications.

7.8 PRICE OF CHANGE ORDERS

7.8.1 Any COR shall provide in writing to the Owner, the Architect and any construction manager, the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO.

7.8.2 The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

- A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- B. Unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor;
- C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:

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1. **Daily Reports by Contractor.**

a) **General:** At the close of each working day, the Contractor shall submit a daily report to the Inspector of Record and any construction manager, on forms approved by the Owner, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, the location of the work, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Inspector of Record and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

b) **Labor:** Show names of workers, classifications, and hours worked.

c) **Materials:** Describe and list quantities of materials used.

d) **Equipment:** Show type of equipment, size, identification number, and hours of operation, including, if applicable, loading and transportation.

e) **Other Services and Expenditures:** Describe in such detail as the Owner may require.

2. **Basis for Establishing Costs.**

a) **Labor** will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification, which would increase the extra work cost, will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b) **Materials** shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery.

The Owner reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Owner.

c) **Tool and Equipment Rental.** No payment will be made for the use of tools which have a replacement value of \$100 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Owner than holding it at the work Site, it shall be returned unless the Contractor elects to keep it at the work Site at no expense to the Owner.

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All equipment shall be acceptable to the Inspector of Record, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

d) **Other Items.** The Owner may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the Application for Payment.

e) **Invoices.** Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the Application for Payment is not substantiated by invoices or other documentation, the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

f) **Overhead, premiums and profit.** For overhead, including direct and indirect costs, submit with the COR and include: home office overhead, off-Site supervision, CO preparation/negotiation/research for Owner initiated changes, time delays, project interference and disruption, additional guaranty and warranty durations, on-Site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

7.8.3 FORMAT FOR PROPOSED COST CHANGE The following format shall be used as applicable by the Owner and the Contractor to communicate proposed additions and deductions to the Contract.

	EXTRA	CREDIT
A. Material (attach itemized quantity and unit cost plus sales tax, invoices, receipts, truck tags, etc., for force account work)	_____	_____
B. Labor (attach itemized hours and rates, daily logs, certified payroll, etc.)	_____	_____
C. Equipment (attach any invoices)	_____	_____
D. Subtotal	_____	_____
E. If Subcontractor performed Work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed fifteen percent (15%) of item D.	_____	_____
F. Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed twenty-five percent (25%) of Item B.	_____	_____
G. Subtotal	_____	_____

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H. General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of Item G; and for work performed by subcontractors, not to exceed five percent (5%).

I. Subtotal

J. Bond not to exceed one percent (1%) of Item I.

K. TOTAL

It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes (1) any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project, and (2) any costs of preparing a COR, including but not limited to delay analysis. Any costs or expenses not included are deemed waived.

7.8.4 For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein.

7.8.5 With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

7.8.6 Contractor shall submit a written Notice of Potential Change for additional money or time pursuant to section 4.5.1.

7.8.7 Any requirements under this Article 7 shall be equally applicable to COs or CCDs issued to Subcontractors by the Contractor to the same extent required of the Contractor.

7.9 **WAIVER OF RIGHT TO CLAIM MONEY OR TIME** Failure to demand money based on costs, or time extensions, as part of a COR constitutes a complete waiver of Contractor's right to claim the omitted money or time. All money or time for an issue must be included in the COR at the time submitted.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Completion is the date certified by the Architect in accordance with Section 9.7.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

8.2.4 Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, work may be performed outside of regular working hours with the advance written consent of the Owner.

8.2.5 As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8.2.5 If the work done after hours is required by the Contract Documents to be done outside the Contractor's, Architect's, or the Inspector of Record's regular working hours, the costs of any inspections, if required to be done outside normal working hours, shall be borne by the Owner.

If the Owner allows the Contractor to do work outside regular working hours for the Contractor's own convenience, the costs of any inspections required outside regular working hours, among other remedies, shall be invoiced to the Contractor by the Owner and withheld from progress payments and/or retention. Contractor shall give Owner at least 48 hours notice prior to working outside regular working hours.

If the Contractor elects to perform work outside the Architect's or Inspector of Record's regular working hours, costs of any inspections required outside regular working hours, among other remedies, may be invoiced to the Contractor by the Owner and withheld from progress payments and/or retention.

8.2.6 Unless otherwise provided in the Contract Documents, all Subcontractors shall commence their Work within two (2) consecutive business days after notice to them by the Contractor and shall prosecute their Work in accordance with the progress of the Work.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

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8.3.4 Compensable delays are those excusable delays for which Contractor is also entitled to money. To be compensable, an excusable delay must be one for which the Owner is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; *however*, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the Owner or the delay was caused by factors beyond the control of the Owner, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite Owner's reasonable arrangements for such performance; or (d) any other defense available to Owner under law or equity applies. Contractor has the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency.

8.3.5 Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to Complete its Work on the Project in a shorter period than established in the Contract Documents, the parties stipulating that the period set forth in the Contract Documents is a reasonable time within which to perform the Work on the Project.

8.3.6 Failure to Complete the Work within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages in the amount, and as described, in the Contractor's Agreement. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount set forth in the Contractor's Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day by which Completion of the Work is delayed beyond the Contract Time as adjusted by Change Orders.

If Contractor causes delay to any other contractor's work on the Project that results in delayed *completion* of the Project, Contractor shall be subject to liquidated damages for the delay in *completion* of the Project for each calendar day of delay in the amount set forth in the Contractor's Agreement. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer for such delayed completion of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the other contractor's work and the Project, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount set forth in the Contractor's Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day that *completion* of the Project is delayed as a result of Contractor caused delays to any other contractor's completion of their work.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that Contractor cannot or will not complete the Work within the Contract Time, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Section, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Contract provisions regarding time of Completion and liquidated damages.

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8.3.7 Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, later adjusted by Change Orders and Construction Change Directives, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Review of Progress Payment

§ 9.4.1

The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either accept such

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payment or notify the Contractor in writing of the Owner's reasons for withholding acceptance in whole or in part as provided in paragraph 9.5.1.

§ 9.4.2

The review of the Contractor's Application for Payment by the Owner will be based, at least in part, on the Owner's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated. The review is also subject to an evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to Completion, and to specific qualifications expressed by the Owner. The Owner may reject the Application for Payment if it is not complete under section 9.3. The issuance of a Certificate for Payment will constitute a representation that the Contractor is entitled to payment in the amount certified, subject to any specific qualifications Owner expresses in the Certificate for Payment. However, Contractor's entitlement to payment may be affected by subsequent evaluations of the Work for conformance with the Contract Documents, test and inspections and discovery of minor deviations from the Contract Documents correctable prior to Completion. The issuance of a Certificate for Payment will not be a waiver by the Owner of any defects in the Work covered by the Application for Payment, nor will it be a representation that the Owner has:

- A. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work;
- B. Reviewed construction means, methods, techniques, sequences, or procedures;
- C. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the Owner to substantiate the Contractor's right to payment; or
- D. Made an examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Payment

§ 9.5.1

The Owner may withhold from a progress payment, in whole or in part, to such extent as may be necessary to protect the Owner due to any of the following:

- A. Defective or incomplete Work not remedied;
- B. Stop Payment Notices. For any stop payment notice, the Owner shall withhold the amount stated in the stop payment notice, the stop notice claimant's anticipated interest and court costs and an amount to provide for the public entity's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, Owner has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by Owner for the estimated reasonable cost of litigation. However, if (1) the Contractor at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim, and (2) the Owner chooses to accept the bond, then Owner would release the withheld stop payment notice funds to the Contractor, except that Owner may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties.
- C. Liquidated damages against the Contractor, whether already accrued or estimated to accrue in the future;
- D. Reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Sum or

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within the Contract Time;

- E. Damage to the property or work of the Owner, another contractor, or subcontractor;
- F. Unsatisfactory prosecution of the Work by the Contractor;
- G. Failure to store and properly secure materials;
- H. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;
- I. Failure of the Contractor to maintain record drawings;
- J. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- K. Unauthorized deviations from the Contract Documents;
- L. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and Completion deadlines;
- M. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Certificate for Payment;
- N. Failure by Contractor to pay Subcontractors or material suppliers as required by Contract or law, which includes but is not limited to Contractor's failure to pay prevailing wage and any assessment of statutory penalties;
- O. Overpayment to Contractor on a previous payment;
- P. Credits owed to Owner for reduced scope of work or work that Contractor will not perform;
- Q. The estimated cost of performing work pursuant to Section 2.4;
- R. Actual damages related to false claims by Contractor;
- S. Breach of any provision of the Contract Documents;
- T. Owner's potential or actual loss, liability or damages caused by the Contractor; and
- U. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Owner or other entities assessed against Contractor. (See e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions))

Owner may, but is not required to, provide to Contractor with the progress payment written notice of the items for which Owner is withholding amounts from the payment. To claim wrongful withholding by the Owner, or if Contractor otherwise disputes any amount being withheld, Contractor must submit an inquiry in writing to Owner within thirty (30) days of receipt of the notice, and Owner shall respond within fifteen (15) days of receipt of the inquiry. If any disputed issues remain unresolved after Owner's response, Contractor shall timely submit a Claim.

For any withhold amount based on an estimate where the actual amount later becomes known and certain, no later than the final accounting for the Contract the Owner will release any amount withheld over that certain and known amount. If the certain and known amount exceeds the amount previously withheld, Owner may withhold additional amounts from Contractor to cover the excess amount. If available funds are not sufficient, Contractor shall pay Owner the difference.

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§ 9.5.2

When Contractor removes or cures the grounds for withholding amounts, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

§ 9.5.3

Neither Owner's overpayment to Contractor, nor Owner's failure to withhold an amount from payment that Owner had the right to withhold, shall constitute a waiver by Owner of its rights to withhold those amounts from future payments to Contractor or to otherwise pursue recovery of those amounts from Contractor.

(Paragraph deleted)

§ 9.6 Progress Payments

§ 9.6.1

Unless otherwise stated in the Contract Documents, within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed up to the last day of the previous month, less the aggregate of previous payments; and Owner shall retain the other five percent (5%) of the undisputed value of the Work. The value of the Work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Contractor, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall base an Application for Payment only on the original Contract Sum plus any fully executed and Board-approved Change Orders. Contractor shall not include Notices of Potential Claims, CORs, Claims or disputed amounts.

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the Owner concerning the Work, or any portion thereof, remains uncomplied with. Payment shall not be a waiver of any such direction.

§ 9.6.2

No later than ten (10) days after receipt of payment from Owner, pursuant to Business and Professions Code section 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3

The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of Completion or amounts applied for by the Contractor, and action taken thereon by the Owner, on account of portions of the Work done by such Subcontractor.

§ 9.6.4

The Owner shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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§ 9.6.6

An accepted Application for Payment, issuance of a Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance or approval of any portion of the Work, especially any Work not in accordance with the Contract Documents.

§ 9.6.7

Owner shall have the right, if necessary for the protection of the Owner, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. However, Owner has no duty to issue joint checks. In no event shall any joint check payment be construed to create any contract between the Owner and a Subcontractor of any tier, any obligation from the Owner to such Subcontractor, or rights in such Subcontractor against the Owner.

§ 9.6.8

(Paragraphs deleted)

§9.7 Completion of the Work

9.7.1 When the Contractor considers that the Work is Complete and submits a written notice to Owner requesting an inspection of the Work, the Owner, **together with the Architect**, shall review the Work and prepare and submit to the Contractor a comprehensive list of items to be completed or corrected (the "Punch List"). The Punch List shall include all outstanding obligations of Contractor, including training, start-up, testing, and submission to Owner of all required documentation (e.g., written guarantees, warranties, invoices, as-built drawings, manuals, bonds and the documents described in Sections 9.3 and 9.9). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to Complete all Work (including the omitted item) in accordance with the Contract Documents, and to Complete or correct the Work so long as the statute of limitations (or repose) has not run.

When the Contractor believes the Punch List work is complete and in accordance with the Contract Documents, it shall then submit a request for an additional inspection by the Owner to determine Completion. Owner, **together with the Architect**, shall again inspect the Work and inform the Contractor of any items that are not complete or correct. Contractor shall promptly complete or correct items until no items remain.

After the Work, including all Punch List Work, is inspected and informally deemed by the Owner to be Complete, the Owner's governing body may formally accept the Work as Complete at a meeting of the governing body. Warranties required by the Contract Documents shall commence on the date of Contractor's Completion of the Work.

9.7.2 More than two (2) requests by Contractor to make inspections to confirm Completion as required under paragraph 9.7.1 shall be considered an additional service of Owner, and all subsequent costs will be invoiced to Contractor and withheld from remaining payments.

9.8 PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any completed, or partially completed, portion of the Work at any stage prior to acceptance, or prior to Completion if there is no formal acceptance. Occupancy or use of any portion of the Work, or the whole Work, shall not constitute approval or acceptance of it, nor shall such occupancy or use relieve Contractor of any of its obligations under the Contract Documents regarding that portion of, or the whole, Work.

The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. When the Contractor considers a portion complete, the Contractor may request an inspection of that portion and preparation of a Punch List by the Owner for that portion, as set forth for the entire Work under paragraph 9.7.1; however, such inspection and Punch List shall not act as any form of approval or acceptance of that portion of the Work, or of any Work not complying with the requirements of the Contract, and that portion shall be subject to subsequent inspections and Punch Lists.

Immediately prior to such partial occupancy or use, the Owner, the Architect and the Contractor shall jointly inspect

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the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9 FINAL PROGRESS PAYMENT AND RELEASE OF RETENTION

§ 9.9.1

When, pursuant to Section 9.7.1, the Owner finds all of the Work is Completed in accordance with the Contract Documents, it shall so notify Contractor, who shall then submit to the Owner its final Application for Payment.

Upon receipt and approval of such final Application for Payment, the Owner shall issue a final Certificate of Payment, based on its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Owner in connection with the Work, that such Work has been Completed in accordance with the Contract Documents. If required to do so under Labor Code section 1773.3, subd. (d), Owner shall withhold final payment.

§ 9.9.2

The Application for Final Progress Payment pursuant to Section 9.9.1 shall be accompanied by the same details as set forth in paragraph 9.3, and in addition, the following conditions must be fulfilled:

- A. The Work shall be Complete, and the Contractor shall have made, or caused to have been made, all corrections to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of Owner required under the Contract.
- B. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work, and Contractor delivered them to the Owner.
- C. The Contractor shall deliver to the Owner (i) reproducible final Record Drawings and Annotated Specifications showing the Contractor's Work "as built," with the Contractor's certification of the accuracy of the Record Drawings and Annotated Specifications, (ii) all warranties and guarantees, (iii) operation and maintenance instructions, manuals and materials for equipment and apparatus, and (iv) all other documents required by the Contract Documents.
- D. Contractor shall provide extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

Acceptance of Final Progress Payment shall constitute a complete waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of Final Progress Payment.

§ 9.9.3

Owner may withhold from release or payment of retainage (or "retention") up to 150% of disputed amounts listed in Section 9.5. If retainage is held in an escrow account pursuant to an escrow agreement under Public Contract Code section 22300 (see Section 9.10) and Owner withholds from release of retainage based on a breach of the Contract, or other default, by Contractor, Owner may withdraw the withheld retainage from the escrow account. Owner shall release the undisputed retainage within sixty (60) days after Completion of the Work. For this purpose, "Completion" is defined in Public Contract Code section 7107(c). No interest shall be paid on any retainage, or on any amounts withheld, except as provided to the contrary in any Escrow Agreement and General Conditions between the Owner and the Contractor under Public Contract Code section 22300.

§ 9.10 Final Completion and Final Payment

§ 9.10.1

In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Contract. At the request and expense of

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the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Contractor. Upon Completion of the Contract, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Any escrow agreement entered by Owner and Contractor pursuant to Public Contract Code section 22300, shall be substantially similar to the form set forth in Public Contract Code section 22300.

(Paragraphs deleted)

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

(Paragraphs deleted)

§ 10.1.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Each Contractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs. Contractor will ensure that his employees and Subcontractors cooperate and coordinate safety matters with any other contractors on the Project to form a joint safety effort.

§ 10.1.2 Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.3 All Subcontractors and material or equipment suppliers, shall cooperate fully with Contractor, the Owner, and all insurance carriers and loss prevention engineers.

10.1.4 Subcontractors shall promptly report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger. Contractor shall thereafter promptly report the facts in writing to the Owner giving full details of the accident.

10.1.5 The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.3 Protection of Work and Property

(Paragraphs deleted)

§ 10.3.1. **Protection of Work** The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until the earlier of formal acceptance of the Work or Completion of the Work. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

§ 10.3.2 **Protection for Elements** The Contractor will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work. The Contractor shall at all times provide heat, coverings, and enclosures necessary to maintain adequate protection against weather so as to preserve the Work, materials, equipment, apparatus, and fixtures free from injury or damage.

§ 10.3.3 **Shoring and Structural Loading** The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading

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such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform to the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage or cause damage to the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the Owner.

(Paragraphs deleted)

§ 10.3.4 Conformance Within Established Limits The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner, and shall not unreasonably encumber the premises with construction equipment or materials.

§ 10.3.5 Subcontractor Enforcement of Rules Subcontractors shall enforce the Owner's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

§ 10.3.6 Site Access The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

10.3.7 Protection of Materials The Contractor and the Subcontractors shall receive, count, inspect for damage, record, store, and protect construction materials for the Work and Subcontractors shall promptly send to the Contractor evidence of receipt of such materials, indicating thereon any shortage, change, or damage (failure to so note shall constitute acceptance by the Subcontractor of financial responsibility for any shortage).

10.4 Emergencies

§ 10.4.1 Emergency Action In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional money or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.5 and Article 7.

§ 10.4.2 Accident Reports The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

10.5 Hazardous Materials

§ 10.5.1 Discovery of Hazardous Materials In the event the Contractor encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether such material was generated by the Contractor, another contractor, or the Owner. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Contractor.

§ 10.5.2 Hazardous Material Work Limitations In the event that the presence of hazardous materials is suspected or discovered on the Site, the Owner shall retain an independent testing laboratory to determine the nature of the material

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encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by Owner, as certified by an independent testing laboratory and/or approved by the appropriate government agency.

§ 10.5.3 Indemnification by Owner for Hazardous Material Not Caused by Contractor In the event the presence of hazardous materials on the Site is not caused by the Contractor, Owner shall pay for all costs of testing and remediation, if any, and shall compensate Contractor for any delay or additional costs incurred in accordance with the applicable provisions of Article 7 and 8 herein. Owner shall defend, indemnify and hold harmless the Contractor and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with or arising out of, or relating to, the performance of the Work in the area affected by the hazardous material, except to the extent the claims, damages, losses, costs, or expenses were caused by Contractor's active negligence, sole negligence or willful misconduct. By providing this indemnification, Owner does not waive any immunities.

§ 10.5.4 Naturally Occurring Asbestos If the Site is found to contain naturally occurring asbestos (asbestos naturally contained in rocks which can become airborne when released "NOA"), in addition to complying with applicable provisions in sections 10.5.1-10.5.3 above, Contractor shall comply with, and be solely responsible for, all applicable NOA requirements of the California Air Resources Board (CARB), California Department of Industrial Relations, California Division of Occupational Safety and Health (Cal/OSHA), any local air quality management district with jurisdiction over the Site, the County, and all other applicable federal, State and local governmental entities. This compliance and responsibility includes, but is not limited to, dust control mitigation measures and a monitoring plan.

§ 10.5.5 Indemnification by Contractor for Hazardous Material Caused by Contractor In the event the presence of hazardous materials on the Site is caused by Contractor, Subcontractors, materialmen or suppliers, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of the generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Owner's active negligence, sole negligence or willful misconduct.

§ 10.5.6 Terms of Hazardous Material Provision The terms of this Hazardous Material provision shall survive the Completion of the Work and/or any termination of this Contract.

§ 10.5.7 Archeological Materials In the event the Contractor encounters or reasonably suspects the presence on the Site of archeological materials, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing. The Work in the affected area shall not thereafter be resumed, except after Contractor's receipt of written notice from the Owner.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1

By the earlier of the deadline set forth in the Instructions to Bidders or the commencement of the Work and within limits acceptable to the Owner, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Agreement as will protect the Contractor from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 11.1.1.1 claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the Contractor's employees. This coverage shall be

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provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;

- 11.1.1.2 claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188;
- 11.1.1.3 claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents; and
- 11.1.1.4 claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work; and
- 11.1.1.5 claims involving blanket contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- 11.1.1.6 claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)

If commercial general liability insurance or another insurance form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.

Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its Governing Board, members of its Governing Board, officers, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

§ 11.1.2

The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

§ 11.1.3

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.

The Contractor shall name, on any policy of insurance, the Owner and the Architect as additional insureds. Subcontractors shall name the Contractor, the Owner and the Architect as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

(Paragraphs deleted)

§ 11.1.5 Workers' Compensation Insurance.

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During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's work is sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance as required under this Article and in compliance with Labor Code section 3700.

If the contractor fails to maintain such insurance, the Owner may take out compensation insurance which the Owner might be liable to pay under the provisions of the Act by reason of an employee of the Contractor being injured or killed, and withhold from progress payments and/or retention the amount of the premium for such insurance.

§11.1.6 Builder's Risk/"All Risk" Insurance

§ 11.1.6.1 Course-Of-Construction Insurance Requirements

Unless provided by Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of-Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Contractor.

§ 11.1.7 Consent of Insurer for Partial Occupancy or Use

Partial occupancy or use in accordance with the Contract Documents shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.

§ 11.1.8 Fire Insurance Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Work against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

(Paragraphs deleted)

§ 11.1.9 Other Insurance The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

§ 11.1.10 Proof of Carriage of Insurance The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval

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subject to the following requirements:

- (a) Certificates and insurance policies shall include the following clause:

This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.

- (b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
- (c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner and any other insurance carried by the Owner with respect to the matters covered by such policy shall be excess and non-contributing.
- (d) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

§ 11.1.11 Compliance In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

11.2 Performance and Payment Bonds

§ 11.2.1 Bond Requirements Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on the Owner's approved form.

To the extent, if any, that the Contract Sum is increased in accordance with the Contract Documents, the Contractor shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Sum, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bond, the Owner may terminate the Contract for cause.

§ 11.2.2 Surety Qualification Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, until the statutes of limitation (or repose) and all warranties have run, as applicable, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2 Correction of Work; Warranty

(Paragraphs deleted)

§ 12.2.1 **Correction of Rejected Work** The Contractor shall promptly correct the work rejected by the Owner for failing to conform to the requirements of the Contract Documents, until the statutes of limitation (or repose) and all warranties have run, as applicable, and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting the rejected work, including additional testing, inspections, and compensation for the Owner's expenses and costs incurred.

§ 12.2.2 **Removal of Nonconforming Work** The Contractor shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted or approved by the Owner.

§ 12.2.3 **Owner's Rights if Contractors Fails to Correct** If the Contractor fails to correct nonconforming work within a reasonable time, the Owner may correct it in accordance with Section 2.4. As part of Owner's correction of the work, the Owner may remove any portion of the nonconforming Work and store any salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days written notice sell such material or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's and other professionals and representatives' services and expenses, made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contractor shall be invoiced for the deficiency or Owner may withhold such costs from payment pursuant to Section 9.5. If progress payments or retention then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

§ 12.2.4 **Cost of Correcting the Work** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of the nonconforming work.

§ 12.2.5 **Warranty Correction (Includes Replacement)** Pursuant to the warranty contained in the General Conditions, if within one (1) year after the Completion of the Work or within a longer time period for an applicable special warranty or guarantee required by the Contract Documents, any of the Work does not comply with the Contract Documents, the Contractor shall correct it after receipt of Owner's written notice to do so, unless the Owner has previously waived in writing such right to demand correction. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this paragraph 12.2.5 shall survive acceptance of the Work under the Contract and termination of the Contract.

§ 12.3.6 **No Time Limitation** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents.

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Establishment of the time period of one (1) year as described in Sections 3.5 and 12.2.5 relates only to the specific warranty obligation of the Contractor to correct the Work after the date of commencement of warranties and has, for example, no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, or to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Nonconforming Work and Withholding the Value of It If it is found at any time before Completion of the Work that the Contractor has varied from the Contract Documents in materials, quality, form, finish, or in the amount or value of the materials or labor used, the Owner may, in addition to other remedies in the Contract Documents or under law and as allowed by law, accept the improper Work. The Owner may withhold from any amount due or to become due Contractor that sum of money equivalent to the difference in value between the Work performed and that called for by the Drawings and Specifications. The Owner shall determine such difference in value. No structural related work shall be accepted that is not in conformance with the Contract Documents.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

(Paragraphs deleted)

§ 13.3 Written Notice

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the party giving notice. Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract pursuant to Public Contract Code section 9201.

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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§ 13.5.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under section 13.5.1, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 13.5.4.

§ 13.5.4 If procedures for testing, inspection, or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.5.5 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.6 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.7 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 [INTENTIONALLY LEFT BLANK]

13.7 TRENCH EXCAVATION

(Paragraph deleted)

§13.7.1 Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Contract Sum exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

(Paragraph deleted)

§ 13.7.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the Owner or by the person to whom authority to accept has been delegated by the Owner.

(Paragraph deleted)

§ 13.7.3 No Tort Liability of Owner

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

§13.7.4 No Excavation Without Permits

The Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

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13.8 Wage Rates

§ 13.8.1 Pursuant to the provisions of Article 2 (commencing at § 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the governing board of the Owner has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed for this Project from the Director of Industrial Relations ("Director"). These rates are on file with the Clerk of the Owner's Governing Board, and copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at the Site.

(Paragraph deleted)

§ 13.8.2 Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification, or type of worker employed.

(Paragraphs deleted)

§ 13.8.3 The Contractor shall pay and shall cause to be paid each worker engaged in the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

§ 13.8.4 If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, such change shall not alter the wage rates discussed in the Notice to Bidders or the Contract subsequently awarded.

§ 13.8.5 Pursuant to Labor Code section 1775, the Contractor and any subcontractor under the Contractor shall as a penalty to the Owner, forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by the Contractor or by any Subcontractor under it. Minimum penalties shall apply, as also provided in Civil Code section 1775. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on both of the following: (1) whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected upon being brought to the attention of the contractor or subcontractor; and (2) whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each work by the Contractor or subcontractor. Labor Code section 1777.1 shall also apply.

§ 13.8.6 Any worker employed to perform Work on the Contract, which Work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

§ 13.8.7 Pursuant to Labor Code section 1773.1, per diem wages includes employer payments for health and welfare, pension, and vacation pay.

§ 13.8.8 The Contractor shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

13.9 RECORD OF WAGES PAID:INSPECTION

§ 13.9.1 Application of Labor Code

Pursuant to section 1776 of the Labor Code:

- (a) Each Contractor and subcontractor shall keep accurate payroll records, showing the name, address,

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social security number, work classification, and 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 by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of sections 1771, 1811 and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the Owner and the Division of Labor Standards Enforcement of the Department of Industrial Relations ("DIR") and as may be required by the Labor Commissioner under Labor Code section 1771.4). The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner monthly or more frequently, if so specified in the Agreement and in a format the Labor Commissioner prescribes.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement of the ... (DIR). If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the Contractor.
- (c) Unless required as of January 1, 2015, to be furnished directly to the Labor Commissioner under Labor Code section 1771.4(a)(3), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement (of the DIR) or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.
- (d) A Contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within 10 days after receipt of a written request.
- (e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement (of the DIR) shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.
- (f) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided

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nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number. An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subsection.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement (of the DIR), these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of the subcontractor to comply with this section.

13.10 APPRENTICES

§13.10.1 All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing with § 3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training. Contractor shall pay apprentices for any preemployment activities, as set forth in Labor Code section 1777.5.

§ 13.10.2 When the Contractor to whom the Contract is awarded by the Owner, or any Subcontractor under him or her, in performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the Project, for a certificate approving the Contractor or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor in order to comply with this section. Every Contractor and Subcontractor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Site of the public work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the Project, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

§ 13.10.3 Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the

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Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job Site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

§ 13.10.4 The Contractor or Subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars (\$30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

§ 13.10.4.1 "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

- A. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).
- B. The number of apprentices in training in such area exceeds a ratio of 1-to-5.
- C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.
- D. Assignment of an apprentice to any work performed under this contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

§ 13.10.5 When exemptions are granted to an organization which represents Contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

§ 13.10.6 A Contractor to whom the Contract is awarded or any Subcontractor under him or her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the Site of the Project, to which fund or funds other contractors in the area of the Site of the Project are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Contractor or Subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code section 227.

§ 13.10.7 The responsibility of compliance with section 13.10 and section 1777.5 of the Labor Code for all

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apprenticeable occupations is with the Prime Contractor.

13.10.8 All decisions of the joint apprenticeship committee under this section 13.10 and Labor Code section 1777.5 are subject to Labor Code section 3081.

13.10.9 It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code section 3077.

13.10.10 Pursuant to Labor Code sections 1777.1 and 1777.7, in the event a Contractor or Subcontractor fails to comply with the provisions of this section 13.10 and Labor Code section 1777.5, among other things:

(a) If a Contractor or Subcontractor willfully fails to comply, the Labor Commissioner may deny to the contractor or subcontractor, and to its responsible officers, the right to bid on, or be awarded or perform work as a subcontractor on, any public works project for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.

(b) A contractor or subcontractor who violates section 1777.5 shall forfeit as a civil penalty an amount not exceeding the sum of One Hundred Dollars (\$100) for each full calendar day of noncompliance. Upon receipt of a determination that a civil penalty has been imposed, the awarding body shall enforce the penalty, which includes withholding the amount of the civil penalty from the contract progress payments or retention then due or to become due.

(c) In lieu of the penalty provided, the Labor Commissioner may for a first time violation and with the concurrence of an applicable apprenticeship program, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund.

(e) The interpretation and enforcement of section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council.

Pursuant to Public Contract Code section 6109, no contractor or subcontractor may bid on, be awarded, or perform work as a subcontractor on a public works project if ineligible to bid or work on, or be awarded, a public works project pursuant to section 1777.1 of the Labor Code.

13.11 ASSIGNMENT OF ANTITRUST CLAIMS

§ 13.11.1 Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it 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 Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Final Progress Payment to the Contractor, without further acknowledgment by the parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.11.2 Upon demand in writing by the assignor, the Owner shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of

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(792290401)

law for which the cause of action arose and the Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

13.12 AUDIT

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Owner, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after release of all retention under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period. During the progress of the Work and for three (3) years after release of all retention under the Contract, Owner shall also have the right to an audit, and Contractor must cooperate by producing all information requested within seven (7) days.

13.13 STORM WATER DISCHARGE PERMIT

If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate payment (warrant to be furnished by the Owner upon request by the Contractor, allow warrant processing time.): California State Water Resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, CA 95812-1977. The Contractor may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor for Cause

§ 14.1.1 Contractor may not terminate for convenience. The Contractor may only terminate for cause if if the Work is stopped by others for a period of 180 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3

If such grounds exist, the Contractor may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, Contractor may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

(Paragraphs deleted)

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper material, or refuses or fails to take steps to adequately prosecute the Work toward Completion within the Contract Time s;
- .2 fails to make payment to Subcontractors or suppliers in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;
- .3 Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);
- .4 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner give notice to Contractor of the grounds for termination and demand cure of the grounds within seven (7) days (a "Notice of Intent to Terminate"). If Contractor fails to either (a) completely cure the grounds for termination within seven (7) days or (b) reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete, then Owner may terminate the Contract effective immediately upon service of written Notice of Termination and may, subject to any prior rights of Contractor's surety on the performance bond ("Surety");

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient.

§ 14.2.3 If the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for professional services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 14.2.5 Any purported termination by Owner for cause under this section 14.2, which is revoked or determined to not have been for cause, shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

(Paragraphs deleted)

§ 14.3.2.1 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.3.2.2 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

(Paragraphs deleted)

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§ 14.5 NOT A WAIVER

Any suspension or termination by Owner for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

(Paragraphs deleted)

§ 14.6 MUTUAL TERMINATION FOR CONVENIENCE

The Contractor and the Owner may mutually agree in writing to terminate this Contract for convenience. The Contractor shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

§ 14.7 EARLY TERMINATION

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

(Paragraphs deleted)

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**SOUTH PLACER FIRE PROTECTION DISTRICT
INTEROFFICE MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: CHIEF ERIC G. WALDER
SUBJECT: BOARD MEETING AGENDA STAFF RECOMMENDATIONS
DATE: FRIDAY, JUNE 08, 2018
CC: BOARD SECRETARY KATHY MEDEIROS

Agenda Item: Bargaining Unit - 522 contract negotiations:

Action Requested: Board to take action on the negotiated tentative agreement.

Background: The District has come to a two-year tentative agreement with all Local 522 employees extending through December 31, 2019. The increase in salary and benefits are as follows:

1. 2.5% wage increase retroactive to, January 1, 2018
2. 2.5% wage increase effective January 1, 2019
3. \$50 Monthly deferred compensation employer match to employee paid \$50 contribution either new or existing.
4. 2% RT-14 USAR Incentive – Effective one – year from date of ratification.

Impact: Estimated \$100,000 yearly increase in Wages and Benefits.

Attachments: None

E. Walder, Fire Chief
South Placer Fire District

**SOUTH PLACER FIRE PROTECTION DISTRICT
INTEROFFICE MEMORANDUM**

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Agenda Item: Penryn Fire District Request:

Action Requested: Informational.

Background: In May 2018 the Penryn Fire District (PFD) requested a meeting with the South Placer Fire Districts (SPFD) Board President and Fire Chief to discuss closer collaboration working toward a possible consolidation. At the time of the meeting the SPFD Board had not given the Chief direction to pursue any further consolidation efforts. At the May Board meeting of the SPFD the Chief informed the Board of PFD's request. The SPFD Board gave the Chief Direction to look at the finances of the PFD to assess the ability of PFD to affect a revenue neutral consolidation proposition. SPFD's Fire Chief will report to the Board the feasibility of a revenue neutral proposition at the PFD current funding levels.

Attachments: PFD budget conversion worksheet.

E. Walder, Fire Chief
South Placer Fire District

Penryn Budget Information

Staffing 2-0 BLS Converted to South Placer Wages and Benefits		Wages, Benefits, Service and Operations, Fixed Assets, Reserves				
6/8/2018 12:35		Wages @ 80.25%	\$1,042,802			
Salary (inc. LG, ED, Medic, Staff OES)	\$642,272	Service and Operations @ 12%	\$155,933			
Sellback/Admin. & FF	\$20,000	Apparatus @ 3%	\$38,983			
Intern FF/Board/App FF/PT	\$7,000	Facilities @ 3%	\$38,983			
Overtime	\$125,000	Major Equipment @ .75%	\$9,746			
Comp For Absence/ Illness	\$4,000	Fixed Assets 1%	\$12,944			
Retirement	\$74,388	Total -	\$1,299,392			
Employment Taxes (FICA/Medicare/SUI)	\$10,504					
Worker Compensation	\$51,748					
Agency Share Insurance (inc. csfa dues/disability)	\$84,890					
Labor Contract Legal	\$5,000					
Uniform/Cell Phone Allowance	\$7,000					
Employees Assistance	\$600					
OPEB Funding	\$20,000					
Total	\$1,052,802					
		2017/2018 Budget	\$938,002	Revenue Neutral		
		Current Budget		#		
		New Engine Payment		\$1,299,392		\$361,390
		Future Station Payment		\$1,350,592		\$412,590
		Future Station Remodel		\$151,776		\$584,366
		30 Year Payment on \$3,000,000				\$3,500,000
						\$151,776

**SOUTH PLACER FIRE DISTRICT
INTEROFFICE MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: CHIEF ERIC WALDER
SUBJECT: BOARD MEETING AGENDA STAFF RECOMMENDATIONS
DATE: FRIDAY, JUNE 08, 2018
CC: BOARD SECRETARY KATHY MEDEIROS

Agenda Item: Placer County Fire Service Issues:

Action Requested: Chief recommends discussion on the latest developments in Placer County Fire Service delivery system and consolidation efforts countywide.

Background: Since the Placer County funded Fire Services Regional Assessment and Improvement Plan (Citygate Study) was not adopted and published by Placer County and the South Placer Fire District successfully consolidated there have been a few recent developments. Four independent Special Fire Districts are now collaborating toward consolidation.

Impact: Informational

Attachments: None

Eric G. Walder, EFO
Fire Chief
South Placer Fire District
Loomis Fire District

SOUTH PLACER FIRE PROTECTION DISTRICT
PARS OPEB Trust ProgramAccount Report for the Period
3/1/2018 to 3/31/2018Eric Walder
Fire Chief
South Placer Fire Protection District
6900 Eureka Rd.
Granite Bay, CA 95746**Account Summary**

Source	Beginning Balance as of 3/1/2018	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 3/31/2018
OPEB	\$1,023,895.62	\$0.00	-\$5,061.82	\$253.68	\$0.00	\$0.00	\$1,018,580.12
Totals	\$1,023,895.62	\$0.00	-\$5,061.82	\$253.68	\$0.00	\$0.00	\$1,018,580.12

Investment Selection
Moderate HighMark PLUS**Investment Objective**

The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
			3-Years	5-Years	10-Years	
-0.49%	-0.55%	8.64%	5.09%	6.06%	-	5/31/2012

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees



OFFICE OF THE FIRE CHIEF VENTURA FIRE DEPARTMENT

David M. Endaya
FIRE CHIEF

May 1, 2018

Fire Chief Eric Walder
South Placer Fire Protection District
6900 Eureka Rd.
Granite Bay, CA 95746

Dear Chief Walder:

I would like to take this opportunity to thank you and your staff for working side-by-side with us during the Thomas Fire. This was the largest wildfire in California history, and our community will be dealing with the aftermath of this event for a long time.

In my 20+ years in the fire service, I have never encountered a wildfire of this magnitude. It took the support and coordination of various agencies from all over the country, including 8,000 firefighters, 1,000 fire apparatus, and multiple aircraft all working together to fight this fire.

I know your agency was impacted by sharing your valuable staff and resources with us. Without the support of your personnel, the destruction would have been insurmountable, and there are no words to completely express our gratitude.

Please let your staff know that we are forever grateful for their support during this devastating and historic event. It was an honor to work with such dedicated individuals and inspiring to witness the effective collaboration and teamwork between the various agencies involved in this catastrophic event.

Sincerely,

David Endaya
Fire Chief





FIREFIGHTERS BURN INSTITUTE

3101 Stockton Blvd • Sacramento, CA 95820 • (916) 739-8525 • www.ffburn.org

May 14, 2018

Chief Eric Walder
South Placer Fire District
6900 Eureka Road
Granite Bay, CA 95746

Dear Chief Walder,

On behalf of the Firefighters Burn Institute and hundreds of your brother and sister firefighters, we would like to thank South Placer Fire District for participating the 2018 Firefighters "Fill the Boot for Burns" Boot Drive in your community! Please accept the enclosed plaque as a small token of our appreciation.

We are honored to count you among one of the 60 fire agencies participating in Boot Drives this year throughout 20 northern and central California counties. Thanks to the commitment of departments like yours, the Firefighters Burn Institute, founded in 1973, remains the largest firefighter-run burn charity in the State.

With your help, we continue to offer programs including Firefighters Kids Camp for young burn survivors, Little Heroes Preschool Burn Camp, Youth Firesetter Intervention and burn recovery support. Your dollars help educate burn care professionals and firefighters, purchase burn unit equipment and fund burn research. Donations collected during annual Boot Drives have also made it possible for the Firefighters Burn Institute to donate one million dollars toward the construction of the Firefighters Burn Institute Regional Burn Center at U.C. Davis Medical Center which opened in 2010. The 7,900 square foot, 12-bed burn unit provides comprehensive care to burn patients throughout inland northern California, northwest Nevada and southern Oregon.

By hosting a Boot Drive in your community you are helping improve burn programs, prevent burn injuries, and make the recovery process a little easier for burn survivors. Your fundraising efforts go a long way in making a difference in the lives of others. Thank you again for your generous support. We could not do it without you!

Sincerely,

Mike Daw
Executive Director, Firefighters Burn Institute
Ret. Battalion Chief, Sacramento Metro Fire District

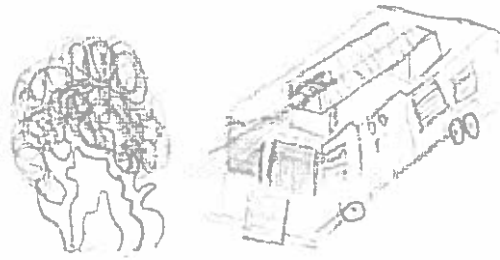
Rachel Crowell
Assistant Director, Firefighters Burn Institute
Boot Drive Coordinator

Thank you!



Fire Fighters Burn Institute is a non-profit 501(c)3 organization founded by Sacramento Fire Captain Cliff Haskell and Sacramento Area Fire Fighters, Local 522 • Tax ID# 23-7364927





Thanks Firefighters!
Have a Safe
Summer! We really
appreciate you all - G.B. residents

ANK YOU



© HMK LIC

Hallmark

Thank you
for the experience!
-Taylor

Thank you
SO much
-Taylor

Thank you for helping us earn
our Jr. First Aid Badge. We
had a great time!

Girls Scouts Troop #3887