



Stanislaus Consolidated Fire Protection District

3324 Topeka Street

Riverbank, CA 95367

Phone: (209) 869-7470 Fax: (209) 869-7475

Email: admin@scfpd.us

www.scfpd.us

Greg Bernardi
President
BOS District 1

Steven Stanfield
Vice President
BOS District 1

**Jonathan
Goulding**
Director
BOS District 2

Charles E. Neal
Director
Riverbank

Brandon Rivers
Director
Waterford

AGENDA

May 16, 2024 at 6:00 p.m.

REGULAR AND CLOSED SESSION MEETINGS OF THE STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

Station 26 Meeting Room, 3318 Topeka Street, Riverbank, CA

(THE AGENDA PACKET IS POSTED AT EACH SCFPD LOCATION AND AT WWW.SCFPD.US)

1. CALL TO ORDER

President Bernardi

2. PLEDGE OF ALLEGIANCE

President Bernardi

3. INVOCATION

Pastor Charles E. Neal with Riverbank Assembly of God Church

4. ROLL CALL

Board President: Bernardi
Board Vice President: Stanfield
Director: Goulding
Director: Neal
Director: Rivers

5. APPROVAL OF AGENDA – at this time, a Board Member may pull an item from the agenda

6. CONFLICT OF INTEREST DECLARATION – Declaration by Board of Director members who may have a conflict of Interest on any scheduled agenda item is to declare their conflict at this time.

7. PRESENTATION/ACKNOWLEDGEMENTS

Item 7.A: Employee Recognition of Years of Service

Item 7.B: New Hires/Promotions/Retiree Announcements

Item 7.C: Pinning of Newly Promoted Employees

8. PUBLIC COMMENTS- *The Board of Directors welcomes participation in Board meetings. Matters under the jurisdiction of the Board that are not posted on the agenda may be addressed by the public. California law prohibits the Board from acting on any matter which is not on the posed agenda, unless the Board determines that it is an emergency or other situation specified in Government Code Section 54954.2. Public comments are limited to three (3) minutes per individual. Please make your comments directly to SCFPD Board President. **Comments will be accepted via Teleconference.***

ACTION CALENDAR

9. CONSENT ITEMS- *All matters listed on the Consent Calendar are considered routine and will be enacted upon by one motion unless otherwise requested by an individual Board Member or public for special consideration.*

Item 9.A: Minutes of the April 18, 2024 Board of Directors Regular Meeting.

Recommendation: Approve Minutes of April 18, 2024, by Consent Action.

Item 9.B: Acceptance of Warrants (Check Register) – April 2024

Recommendation: Accept by Consent Action

Item 9.C: Acceptance of Financial Reports – April 2024

Recommendation: Accept by Consent Action

- **Consideration of Removed of Consent Item(S)**

10. DISCUSSION ITEMS

No Discussion Items scheduled.

11. PUBLIC HEARING

No Public Hearing Items scheduled.

12. ACTION ITEMS

Item 12.A: Special Benefit Assessment FY 2024/2025 Rate – Review, Discuss and Consider adoption of Resolution 2024-002 ordering the levy and collection charges within Stanislaus Consolidated Fire Protection District Special Benefit Assessment with 3% increase.

Recommendation: By Roll Call Vote, Adopt Resolution 2024-002, Ordering and Levy and Collection of Charges within the Stanislaus Consolidated Fire Protection District Special Benefit Assessment Rate with 3% increase.

Item 12.B: Stanislaus County Wire Transfer Authorization – Review, Discuss and Consider adoption of Resolution 2024-003 authorizing the Fire Chief, Deputy Chief, and Battalion Chief to authorize wire transfers from Stanislaus County.

Recommendation: By Roll Call Vote, Adopt Resolution 2024-003, authorizing the Fire Chief, Deputy Chief, and Battalion Chief to authorize wire transfers from Stanislaus County.

Item 12.C: Station 22 Exterior Painting Bids- Open sealed bids, review, discuss and award bid to contractor for the painting of Station 22.

Recommendation: The District recommends the review, discussion and awarding of bid to Lancaster Painting for \$16,500.00.

Item 12.D: Station 23 Exterior Painting Bids- Open sealed bids, review, discuss and award bid to contractor for the painting of Station 23.

Recommendation: The District recommends the review, discussion and awarding of bid to Lancaster Painting for \$14,488.00.

Item 12.E: Station 26 Bathroom Remodel Bids- Open sealed bids, review, discuss and award bid to contractor for the remodel of the Station 26 bathroom.

Recommendation: The District recommends the review, discussion and awarding of bid to California Building Structures Inc. for \$55,000.00.

13. COMMUNICATIONS

1. Correspondence –

No Correspondence items

2. Written Staff Reports –

Item 13.2.A: Monthly Call Log

- Item 13.2.B:** Training
- Item 13.2.C:** Local 3399

3. Verbal Reports –

- Item 13.3.A:** Fire Chief – Monthly Verbal Board Report,
- Item 13.3.B:** Capital Improvements – (Bernardi/Stanfield)
- Item 13.3.C:** Finance – (Goulding/Neal)
- Item 13.3.D:** Personnel – (Rivers/Stanfield)
- Item 13.3.E:** Fire Advisory with Modesto Fire Dept.- (Goulding/Bernardi)

4. Directors Comments – *At this time, Board Members may verbally make individual announcements, report briefly on their activities, or request an item be place on a future agenda.*

14. CLOSED SESSION

Item 14.A: Conference with Labor Negotiators (Government Code Section 54957.6)
Agency Designated Representative: Patrick Clark, Consultant;
Employee Organization: SCFPD Firefighters Local 3399

15. RETURN TO OPEN SESSION

16. CLOSED SESSION REPORT

17. ADJOURNMENT

The next regularly scheduled meeting of the SCFPD Board of Directors is June 20th, at 6:00 p.m. in the Station 26 Meeting Room, located at 3318 Topeka Street, Riverbank, CA

AFFIDAVIT OF POSTING

I, Amanda McCormick, Clerk of the Board of the Stanislaus Consolidated Fire Protection District, do hereby declare that the foregoing agenda for the Regular and Closed Session meetings of the Board of Director has been posted at the administrative offices, District website of the Stanislaus Consolidated Fire Protection District at least 72 hours prior to the meeting date and will also be posted at each of the District Fire Stations

Dated: May 13, 2024

Time:3:00 p.m.

Amanda McCormick /s/
Amanda McCormick
Board Clerk
Stanislaus Consolidated Fire Protection District

ADA Compliance Statement: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Board Clerk at (209) 869-7470 or boardclerk@scfpd.us Notification 72 hours prior to meeting will enable the District to make reasonable arrangement to ensure accessibility to this meeting.



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Greg Bernardi President BOS District 1	Steven Stanfield Vice President BOS District 1	Jonathan Goulding Director BOS District 2	Charles E. Neal Director Riverbank	Brandon Rivers Director Waterford
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MINUTES

Thursday, April 18, 2024, at 6:00 p.m.

REGULAR MEETING OF THE STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

Station 26 Meeting Room, 3318 Topeka Street, Riverbank, CA

(THE AGENDA PACKET IS POSTED AT EACH SCFPD LOCATION AND AT WWW.SCFPD.US)

1. CALL TO ORDER

The Stanislaus Consolidated Fire Protection District met this date at 6:00 p.m. in the Station 26 Meeting Room with President Bernardi presiding and calling the meeting to order.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Director Neal.

3. INVOCATION

Pastor Charles E. Neal with Riverbank Assembly of God Church gave the invocation.

4. ROLL CALL

Board Clerk Called the roll:

Present:

President:	Bernardi
Director:	Rivers
Director:	Neal
Director:	Goulding

Absent:

Vice President: Stanfield

Staff Present:

Fire Chief: Tietjen
District Attorney: Splendorio
Clerk: McCormick
Deputy Chief: Bray

5. APPROVAL OF AGENDA – *at this time, a Board Member may pull an item from the agenda.*

**Motion by Director Rivers, seconded by Director Goulding to approve the agenda.
Passed by roll call vote 4/0/0/1**

AYES: 4 Directors: Bernardi, Rivers, Neal, Goulding
NOES: 0 Director:
ABSTAIN: 0 Director:
ABSENT: 1 Director: Stanfield

6. CONFLICT OF INTEREST DECLARATION – *Declaration by Board of Director members who may have a conflict of Interest on any scheduled agenda item is to declare their conflict at this time.*

None was declared.

7. PRESENTATION/ACKNOWLEDGEMENTS

Chief Tietjen acknowledged the following;

Employee Years of Service

- Firefighter Robert Etcheverry- 1 year
- Firefighter/Paramedic Daniel Perales- 1 year
- Firefighter Niko Lombrana- 1 year
- Admin Assistant Brittney Withrow- 2 years

Employee Promotions

- Corey Wilson- Promoted to Captain as of 4/26
- Josh Leslie- Promoted to Engineer as of 4/26

Employee Retirements

- Captain Donald Hankins resigned after 22 years of service

8. PUBLIC COMMENTS - *The Board of Directors welcomes participation in Board meetings. Matters under the jurisdiction of the Board that are not posted on the agenda may be addressed by the public. California law prohibits the Board from acting on any matter which is not on the posed agenda, unless the Board determines that it is an emergency or other situation specified in Government Code Section 54954.2. Public comments are limited to three (3) minutes per individual. Please make your comments directly to SCFPD Board President. **Comments will be accepted via Teleconference.***

- **No Public Comments**

9. CONSENT ITEMS

Item 9.A: Minutes of the March 21, 2024, Board of Directors Regular Meeting.

Item 9.B: Acceptance of Warrants (Check Register) – March 2024

Item 9.C: Acceptance of Financial Reports – March 2024

**Motion by Director Neal, seconded by Director Rivers to approve the consent calendar.
Passed by roll call vote 4/0/0/1.**

AYES:	4	Directors:	Bernardi, Rivers, Neal, Goulding
NOES:	0	Director:	
ABSTAIN:	0	Director:	
ABSENT:	1	Director:	Stanfield

10. DISCUSSION ITEMS

No Discussion Items

11. PUBLIC HEARING

No Public Hearing Items

12. ACTION ITEMS

No Public Hearing Items

13. COMMUNICATIONS

Item 13.3.A – Fire Chief’s Verbal Report

- Chief Tietjen provided a verbal report for the month of March.

Item 13.3.B – Capital Improvements

- No Report Given

Item 13.3.C – Finance Committee

- No Report Given

Item 13.3.D – Personnel Committee

- No Report Given

Item 13.3.E – Fire Advisory Committee with Modesto Fire Department

- No Report Given

14. CLOSED SESSION

Item 14.A: Conference with Labor Negotiators: Patrick Clark

- Agency Designated Representative: Tim Tietjen, Fire Chief
- Employee Organization: Local 3399, BC's, Unrepresented

15. CLOSED SESSION - Report

Closed session began at 6:11 pm and ended at 7:45 pm with no reportable action.

16. ADJOURNMENT

There being no further business the Board adjourned at 7:45 pm.

ATTEST:

Amanda McCormick /s/
Amanda McCormick, Clerk of the Board

STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT
Monthly Check Register
April 2024

Date	Num	Name	Memo/Description	Amount
04/01/2024	EFT	West America Loan EFT	Station 24 Semi annual payment	-85,030.00
04/01/2024	EFT	CalPERS Online	Contribution for 2/16/24-2/29/24	-58,264.88
04/03/2024	EFT	WestAmerica -VISA EFT	March 2024	-6,845.32
04/03/2024	EFT	CalPERS Online	Late payroll reporting	-200.00
04/04/2024	EFT	Ayera Technologies, Inc. EFT	Internet all stations for April 2024	-823.00
04/04/2024	EFT	Wilson Corey EFT	Company 2A&B Officer Reimbursement	-774.00
04/04/2024	EFT	McManus, Jonathan EFT	Education Reimbursement	-1,000.00
04/04/2024	EFT	Zurilgen , Joseph EFT	AS degree class reimbursement	-1,000.00
04/04/2024	EFT	Patrick Clark Consulting EFT	Service for 2/1/24-2/29/24	-112.50
04/04/2024	EFT	Jocelyn Roland, Ph. D.,ABPP EFT	April 2024 Service Contract	-500.00
04/05/2024	EFT	Stanislaus Consolidated Firefighters Unio	Union Dues	-2,885.52
04/05/2024	EFT	CalPERS Online	Contribution for 3/1/24-3/14/24	-58,559.58
04/05/2024	EFT	Valley First Credit Union	Payroll Deduction	-417.59
04/05/2024	10806	Franklin Templeton Financial Services	529 College Plan	-160.00
04/05/2024	EFT	V A L I C	Group # 41114	-5,030.25
04/05/2024	EFT	Insect IQ Autopay	Pest control	-453.20
04/08/2024	EFT	Bussell, Rick EFT	HSA April 2024	-608.33
04/08/2024	EFT	PG&E Online	2/11/24-3/15/24	-3,370.02
04/08/2024	EFT	Quinones, Peter EFT	HSA April 2024	-249.00
04/08/2024	EFT	Henriquez, Nelson EFT	HSA April 2024	-730.00
04/08/2024	EFT	DeHart, Eric EFT	HSA April 2024	-691.66
04/10/2024	EFT	PAYCHEX	check	-110.00
04/11/2024	EFT	Bernardi, Greg EFT	March 27, 24 fire advisory meeting	-200.00
04/11/2024	EFT	Zimmerman, Megan EFT	March 6-April 5, 2024 EMS	-4,594.11
04/11/2024	EFT	Rivers, Brandon EFT	March 21,2024 Board meeting	-100.00
04/12/2024		ADP, Inc.	Tax	-87.79
04/15/2024	EFT	Gilton Solid Waste Management, Inc.	March 2024 St 26	-120.17
04/15/2024	EFT	Verizon Wireless	March 16, 24-April 15, 24	-1,931.46
04/15/2024	EFT	Gilton Solid Waste Management, Inc.	March 2024 St 21	-141.33
04/15/2024	EFT	Gilton Solid Waste Management, Inc.	March 2024 ST 22	-141.33
04/15/2024	EFT	quench	St 22 2/10/24-5/9/24	-161.82
04/15/2024	EFT	AFLAC Online	March 2024	-1,127.66
04/16/2024	EFT	CalPERS Online	Contributions for 3/15/24-3/28/24	-58,636.27
04/16/2024	EFT	City of Modesto- Utilities Autopay	2/26/24-3/25/24	-128.70
04/16/2024	EFT	CalPERS Online	Contribution period 4/12/24-4/25/24	-2,284.45
04/17/2024	EFT	City of Modesto- Utilities Autopay	2/27/24-3/27/24	-149.41
04/17/2024	10848	Winner Chevrolet Inc.	New FIU Vehicle	-58,319.23
04/17/2024	EFT	MID	2/28/24-3/28/24	-1,631.44
04/17/2024	EFT	City of Modesto- Fleet	Fleet contract February 2024	-6,673.31
04/18/2024	10847	Franklin Templeton Financial Services	529 College Plan	-160.00

04/18/2024	10833	Stanislaus Co. Sheriff's Dept.		SR911 Dispatch charges 3Q FY 2024	-46,996.00
04/18/2024	10818	Legend Roofing Company Inc		Roof repair to St 26	-7,800.00
04/18/2024	10821	Mallory Safety & Supply Inc		Carbon Monoxide	-78.13
04/18/2024	10830	Scott's PPE Recon Inc.		Gear repair for March 2024	-9,463.16
04/18/2024	10824	Mid Valley IT	Online	Monthly service contract	-6,862.77
04/18/2024	10815	Harris & Associates		Professional services for parcel audit	-6,235.00
04/18/2024	10834	Stanislaus County Dept Environ. Resources		plan fee	-296.00
04/18/2024	10829	Robert Donovan M.D.		February & March 2024	-4,000.00
04/18/2024	10842	California C.A.D. Solutions, Inc.	EFT	2024 Mid year parcel update	-2,700.00
04/18/2024	10843	NHA Advisors		Continuing Disclosure Compliance	-3,250.00
04/18/2024	10831	Smith Heating & Air Conditioning		Ac Repair at all stations	-1,413.13
04/18/2024	10823	Solu		Calcium chloride- ALS uplift	-375.61
04/18/2024	10810	California State University, Sacramento		August 18, 2024	-36,000.00
04/18/2024	10811	Chuck's Auto Parts		Delo 15w40 gal for E24	-129.39
04/18/2024	10809	C.A.P.F.		April 2024	-1,378.00
04/18/2024	10835	Turlock Scavenger		Disposal service 4/1/24-4/30/24	-131.85
04/18/2024	10836	Valley Parts Warehouse, Inc		Fuel oil mix - for chain saw	-155.25
04/18/2024	10837	Valvoline Instant Oil Change		Oil change BC car	-61.16
04/18/2024	10838	Verizon Wireless		Feb 29-March 28, 2024	-30.19
04/18/2024	10839	Waterford Farm Supply, Inc.		Replace blown hose for St 22	-94.88
04/18/2024	10828	Riverbank Automotive & Smog, Inc		Bc car repair	-3,336.69
04/18/2024	10827	Richter Fence, Inc.		Fence repair at St 22	-2,600.00
04/18/2024	10808	AT&T CALNET 2/3		3/13/24-4/12/24	-2,319.10
04/18/2024	10817	Knox Company	EFT	Narc safe	-2,083.07
04/18/2024	10814	Go To Communications, Inc.		Service for 4/1/24-4/30/24	-989.48
04/18/2024	10826	Regional Government Services		Calpers reporting	-947.94
04/18/2024	10813	Engineered Fire Systems, Inc		Plan review for March 2024	-437.50
04/18/2024	10812	Deep Clean Crew		Cleaning at HQ	-385.00
04/18/2024	10807	Assured Fire Extinguisher Service		Annual service for all fire extinguishers	-118.27
04/18/2024	10832	Spectrum Business		Service 4/1/24-4/30/24	-108.58
04/18/2024	10825	Neal, Charles E.		March 21, 2024 Board Meeting	-100.00
04/18/2024	10820	Mail Depot		Mailed bond payment	-56.58
04/18/2024	10822	McCoy's Truck & Tire Service		Tire repair on E23	-56.14
04/18/2024	10819	Life-Assist, Inc.		Abductor bridal	-40.38
04/19/2024	EFT	Stanislaus Consolidated Firefighters Unio		Union Dues	-2,871.52
04/19/2024	EFT	Valley First Credit Union		Payroll Deduction	-417.59
04/19/2024	EFT	V A L I C		Group #41114	-5,030.25
04/19/2024	EFT	CVRMT	EFT	April 2024	-5,200.00
04/19/2024	EFT	Hankins, Donald Jr	EFT	final check, this is the over contributed amount sent back to him.	-1,544.58
04/22/2024	10849	Winner Chevrolet Inc.		New BC Tahoe	-58,069.23
04/22/2024	EFT	PAYCHEX		Q1 taxes	-6,370.93
04/23/2024	EFT	quench		St 21 2/10/24-5/9/24	-161.82
04/23/2024	EFT	Jesse McDaniel		Hazmat IC and 2D- class reimbursement	-1,000.00
04/23/2024	EFT	FRMS Fire Risk Management Services		May 2024	-85,992.10
04/23/2024	EFT	L.N. Curtis & Sons	EFT	Hose and new turnouts	-80,021.97
04/23/2024	EFT	Avila, Michael	EFT	Parking reimbursement	-11.25

04/23/2024	EFT	Crabtree, Michael	EFT	Parking reimbursement	-10.00
04/23/2024	EFT	Anderson, Anthony	EFT	Rope rescue- reimbursement	-1,000.00
04/23/2024	EFT	Zackary Tamburrino		Rope rescue reimbursement	-1,000.00
04/23/2024	EFT	Bandy, Chaz	EFT	Paramedic license reimbursement	-250.00
04/23/2024	EFT	Dominic Miranda	EFT	EMS education reimbursement	-160.00
04/23/2024	EFT	quench		St 26 2/10/24-05/09/24	-161.82
04/24/2024	EFT	Stericycle, Inc.	Autopay	4/1/24-4/30/24	-393.60
04/25/2024	EFT	quench		Water service	-323.64
04/25/2024	EFT	Best Best & Krieger	EFT	Legal	-1,426.54
04/25/2024	EFT	Intuit Quickbooks		Quickbooks online	-200.00
04/25/2024	EFT	Mister Car Wash	EFT	March 2024 wash service	-200.00
04/29/2024	10846	First Responder Boats LLC			-43,771.00
04/29/2024	EFT	City Of Modesto- Admin	Autopay	Modesto admin contract April 2024	-33,026.04
04/30/2024	EFT	City of Waterford	Autopay	3/1/24-3/31/24	-268.32
					-\$ 818,804.90

Stanislaus Consolidated Fire Protection District
 Summary Budget VS. Actual
 July 1, 2023 through April 30, 2024

Total Revenues		\$11,047,075.72
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Total Salary and Benefits		\$8,616,016.76
Total Services and Supplies		\$1,999,410.22
Net Revenues (Expenses)		\$10,657,581.30
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Total Capital Expenditures		\$40,187.46
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Total Net Revenue (Expense From Reserves)	\$	389,494.42
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Stanislaus Consolidated Fire Protection District
 Summary Overtime
 July 1, 2023 through April 30, 2024

	Hours		Amount
Out of Grade Pay	296.00	\$	644.44
OT- AFG	2854.00	\$	115,757.94
OT- Holiday	3374.50	\$	144,967.49
OT Incident	657.06	\$	35,774.21
OT - Out of Grade	482.00	\$	22,848.47
OT-Sick	2862.50	\$	129,475.44
OT- Strike Team	540.00	\$	29,327.67
OT- Training	657.72	\$	33,553.87
OT- Vacancy	6664.75	\$	280,354.62
OT - Vacation	4613.00	\$	218,819.68
OT - Workers Comp	1151.00	\$	56,194.37
OT- Jury Duty		\$	-
OT Breavement Leave	48.00	\$	1,684.44
Overtime			
OT Total	24200.53	\$	1,069,402.64

STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT
Bank Accounts and Cash Accounts
As of April 30, 2024

	Total
ASSETS	
Current Assets	
Bank Accounts	
RESTRICTED FUNDS	
Riverbank Capital Facilities	0.00
20 CEQA-Riverbank [1322-8]	698,145.58
30 Dev. Fee Riverbank [0414-4]	96,947.51
Total Riverbank Capital Facilities	\$ 795,093.09
Waterford Cap. Fac. St 24 Build	0.00
25 CEQA-Waterford [0422-7]	76,559.50
35 Dev Fee-Waterford [0406-0]	4,269.51
Total Waterford Cap. Fac. St 24 Build	\$ 80,829.01
Total RESTRICTED FUNDS	\$ 875,922.10
Stanislaus County cash accounts	
7271 SCFPD General fund	7,185,488.43
7273 Development Fees - Riverbank	38,215.74
7274 CEQA - Riverbank	0.00
7276 Development - Waterford/Hickman	55,223.07
7277 CEQA - Waterford/Hickman	0.00
Total Stanislaus County cash accounts	\$ 7,278,927.24
WestAmerica Bank	
General Checking [8845]	227,609.66
Total Bank Accounts	\$ 8,382,458.90

STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT

Budget vs. Actuals FY 2023-2024

July 31, 2023 - April 30, 2024 78%

	Actual	Budget	Total over Budget	% of Budget
Income				
4500 Safer Grant reimbursement	267,410.94		267,410.94	
4850 Misc Workers Comp reimbursement	11,321.18		11,321.18	
4871 insurance proceeds	56,350.50		56,350.50	
4880 Strike team personnel	77,418.16		77,418.16	
Development Fees		30,000.00	-30,000.00	0.00%
Riverbank (7273)	7,759.16		7,759.16	
Waterford/Hickman (7276)	1,440.39		1,440.39	
Total Development Fees	\$ 9,199.55	\$ 30,000.00	-\$ 20,800.45	30.67%
Discounts/Refunds Given	165.51		165.51	
Donated Funds	100.00		100.00	
Fire Investigator Reimb. FIU	190,700.98	165,000.00	25,700.98	115.58%
Fire Recovery USA	23,084.33	30,000.00	-6,915.67	76.95%
Grant reimbursements	421,252.79	289,695.00	131,557.79	145.41%
Incident Reports	575.19		575.19	
Interest		22,500.00	-22,500.00	0.00%
Stanislaus County			0.00	
CEQA-Riverbank (7274)	39.33		39.33	
CEQA-Waterford (7277)	4.60		4.60	
Dev. Fee-Riverbank (7273)	634.88		634.88	
Dev. Fee-Waterford (7276)	808.94		808.94	
General Fund (7271)	124,459.66		124,459.66	
Total Stanislaus County	\$ 125,947.41	\$ 0.00	\$ 125,947.41	
WestAmerica Bank Interest	-166.03		-166.03	
CEQA-Riverbank	313.71		313.71	
CEQA-Waterford	40.44		40.44	
Dev. Fee - Waterford	0.96		0.96	
Dev. Fee-Riverbank	55.24		55.24	
Total WestAmerica Bank Interest	\$ 244.32	\$ 0.00	\$ 244.32	
Total Interest	\$ 126,191.73	\$ 22,500.00	\$ 103,691.73	560.85%
Miscellaneous Reimbursements	102,264.03	45,000.00	57,264.03	227.25%
Medical Insurance Reimbursement	8,889.38		8,889.38	
Miscellaneous	232.89		232.89	
Payroll Tax Refund	9,188.53		9,188.53	
Retiree Medical Reimbursement	190.35		190.35	
Strike Team - Personnel	20,031.43		20,031.43	
Workers Compensation Reimb	32,046.26		32,046.26	
Total Miscellaneous Reimbursements	\$ 172,842.87	\$ 45,000.00	\$ 127,842.87	384.10%
Other Revenue			0.00	
AMR - First Responder Svcs	36,909.00	40,000.00	-3,091.00	92.27%

Cell Tower Rent	12,955.79	16,500.00	-3,544.21	78.52%
First Responder Services		20,000.00	-20,000.00	0.00%
Total Other Revenue	\$ 49,864.79	\$ 76,500.00	-\$ 26,635.21	65.18%
Prevention Revenue		150,000.00	-150,000.00	0.00%
False Alarms	3,661.00		3,661.00	
Fire Hydrant Water Flows	2,611.98		2,611.98	
Fireworks Permits	104.73		104.73	
Inspections	1,339.00		1,339.00	
Riverbank/Modesto	258.00		258.00	
Total Inspections	\$ 1,597.00	\$ 0.00	\$ 1,597.00	
Plan reviews	36,853.84		36,853.84	
Riverbank/Modesto	74,201.00		74,201.00	
Waterford/Hickman	2,023.50		2,023.50	
Total Plan reviews	\$ 113,078.34	\$ 0.00	\$ 113,078.34	
Total Prevention Revenue	\$ 121,053.05	\$ 150,000.00	-\$ 28,946.95	80.70%
Property Tax & Assessments			0.00	
CEQA		35,000.00	-35,000.00	0.00%
Riverbank	225,838.79		225,838.79	
Waterford/Hickman	818.51		818.51	
Total CEQA	\$ 226,657.30	\$ 35,000.00	\$ 191,657.30	647.59%
FHA in-lieu-of tax app.		1,100.00	-1,100.00	0.00%
IMPACT	1,611.24		1,611.24	
Riverbank	708.14		708.14	
Waterford/Hickman	224.56		224.56	
Total IMPACT	\$ 2,543.94	\$ 0.00	\$ 2,543.94	
Other Taxes	1,038,099.42	766,507.00	271,592.42	135.43%
Property Tax (Secured)	3,170,722.68	3,163,530.00	7,192.68	100.23%
Property Tax (Unsecured)	175,696.78	152,175.00	23,521.78	115.46%
Property Tax - Unitary	59,136.36	54,739.00	4,397.36	108.03%
Property Tax-prior unsecured		4,000.00	-4,000.00	0.00%
Special Assessment	4,621,040.62	8,174,966.00	-3,553,925.38	56.53%
Special Assessment-PY		25,000.00	-25,000.00	0.00%
State Homewners Prop.Tax Relief	13,197.32	26,350.00	-13,152.68	50.08%
Supplemental Property Tax	56,147.15	40,000.00	16,147.15	140.37%
Total Property Tax & Assessments	\$ 9,363,241.57	\$ 12,443,367.00	-\$ 3,080,125.43	75.25%
QuickBooks Payments Sales	0.01		0.01	
RDA Revenue			0.00	
RDA - Residual		250,000.00	-250,000.00	0.00%
RDA pass-through	118,531.65	179,000.00	-60,468.35	66.22%
Total RDA Revenue	\$ 118,531.65	\$ 429,000.00	-\$ 310,468.35	27.63%
Services	23,497.35		23,497.35	
Special Revenue (Specific Use)			0.00	
Legal Reimbursement	14,273.57		14,273.57	
Total Special Revenue (Specific Use)	\$ 14,273.57	\$ 0.00	\$ 14,273.57	
Total Income	\$ 11,047,075.72	\$ 13,681,062.00	-\$ 2,633,986.28	80.75%
Gross Profit	\$ 11,047,075.72	\$ 13,681,062.00	-\$ 2,633,986.28	80.75%
Expenses				

60000 Serv & Supp	274.45		274.45	
60012 Equipment Maintenance & Repairs	-241.65		-241.65	
60022 Medical Exams	75.00		75.00	
60025 Office Expense	993.73		993.73	
Total 60000 Serv & Supp	\$ 1,101.53	\$ 0.00	\$ 1,101.53	
Chart of Accounts			0.00	
5000 Salaries & Benefits			0.00	
5020 Overtime	1,152,102.90	1,200,000.00	-47,897.10	96.01%
Overtime Reimbursements	-190,700.98		-190,700.98	
Total 5020 Overtime	\$ 961,401.92	\$ 1,200,000.00	-\$ 238,598.08	80.12%
5030 Retirement			0.00	
5031 Retirement		927,911.00	-927,911.00	0.00%
5031a CalPers Safety	1,232,225.96		1,232,225.96	
5031b Calpers Misc.	24,172.41		24,172.41	
Total 5031 Retirement	\$ 1,256,398.37	\$ 927,911.00	\$ 328,487.37	135.40%
5032 Employee CalPERS Reimb.	-492,512.04		-492,512.04	
5033 Administrative Fee	1,400.00	1,250.00	150.00	112.00%
5036 Side Fund Principal	530,000.00	530,000.00	0.00	100.00%
5037 Side Fund Interest	451,569.75	301,047.00	150,522.75	150.00%
5039 GASB 68 reporting requirement	1,400.00	1,400.00	0.00	100.00%
Total 5030 Retirement	\$ 1,748,256.08	\$ 1,761,608.00	-\$ 13,351.92	99.24%
5040 Employee Group Insurance			0.00	
5041 Medical Insurance	613,099.93	763,752.00	-150,652.07	80.27%
5042 Vision Insurance	10,130.47	12,000.00	-1,869.53	84.42%
5043 Dental Insurance	60,053.20	73,000.00	-12,946.80	82.26%
5044 Life Insurance	10,146.00	12,100.00	-1,954.00	83.85%
5045 LTD Insurance	13,494.00	14,000.00	-506.00	96.39%
5047 Vol Life Ins	-95.41		-95.41	
5048 Central Valley Ret. Med Trust	52,000.00	60,100.00	-8,100.00	86.52%
Total 5040 Employee Group Insurance	\$ 758,828.19	\$ 934,952.00	-\$ 176,123.81	81.16%
5050 Retiree Group Insurance	115,752.45	120,000.00	-4,247.55	96.46%
5060 Workers' Compensation Insurance			0.00	
5061 Workers' Compensation	479,228.25	657,197.00	-177,968.75	72.92%
Total 5060 Workers' Compensation Insurance	\$ 479,228.25	\$ 657,197.00	-\$ 177,968.75	72.92%
Salaries & Wages			0.00	
5010 Salary & Wages	3,740,091.56	4,795,281.00	-1,055,189.44	78.00%
5011 Haz Mat Pay	2,088.36	3,000.00	-911.64	69.61%
5011-1 Swift Water	17,601.03	22,000.00	-4,398.97	80.00%
5011-2 Bilingual Pay	934.74	1,800.00	-865.26	51.93%
5011-3 Education Pay	80,491.53	72,912.00	7,579.53	110.40%
5012 Employee Medical Waiver	179,607.44	190,511.00	-10,903.56	94.28%
5015 Everbridge former hiplink	696.96	1,200.00	-503.04	58.08%
5016 FLSA	89,792.27	111,847.00	-22,054.73	80.28%
5017 Leave Time Buy-Back	185,087.27	274,417.00	-89,329.73	67.45%
5018 Uniform Allowance	46,248.25	58,257.00	-12,008.75	79.39%

5019 Payroll Tax Expense	209,915.03	93,978.00	115,937.03	223.37%
5029 Group-Term Life Insurance	-4.57		-4.57	
Total Salaries & Wages	\$ 4,552,549.87	\$ 5,625,203.00	-\$ 1,072,653.13	80.93%
Total 5000 Salaries & Benefits	\$ 8,616,016.76	\$ 10,298,960.00	-\$ 1,682,943.24	83.66%
6000 Services & Supplies			0.00	
6020 Clothing & PPE			0.00	
6021 Badges & Emblems		1,000.00	-1,000.00	0.00%
6022 Safety Clothing	100,118.70	105,755.00	-5,636.30	94.67%
6023 Replacement Clothing / Uniforms	1,434.95	500.00	934.95	286.99%
6024 Intern PPE	6,789.13		6,789.13	
Total 6020 Clothing & PPE	\$ 108,342.78	\$ 107,255.00	\$ 1,087.78	101.01%
6050 Household Expense	6,302.74	6,100.00	202.74	103.32%
6051 Station Supplies	13,527.55	12,500.00	1,027.55	108.22%
6052 Bottled Water	3,635.98	3,700.00	-64.02	98.27%
6053 Oxygen Service	195.00	1,000.00	-805.00	19.50%
6054 Furnishings & Appliances	1,757.27	2,800.00	-1,042.73	62.76%
Total 6050 Household Expense	\$ 25,418.54	\$ 26,100.00	-\$ 681.46	97.39%
6060 Insurance			0.00	
6061 Fiduciary Insurance	70,256.00	154,941.00	-84,685.00	45.34%
Total 6060 Insurance	\$ 70,256.00	\$ 154,941.00	-\$ 84,685.00	45.34%
6080 Equipment Maint. & Repairs			0.00	
6081 Vehicle Maint & Repair	2,113.00	245,000.00	-242,887.00	0.86%
02-02 SSLWR26 Chevy Tahoe	1,247.01		1,247.01	
03-02 SSLG21 Ford Type 6	5,762.88		5,762.88	
04-01 SSLE221 Pierce Type 1	6,521.10		6,521.10	
04-02 SSLE24 Pierce Type 1	35.59		35.59	
04-03 SSLE23 Pierce Type 1	11,266.48		11,266.48	
04-04 SSLE226 Pierce Type 1	9,099.96		9,099.96	
04-05 SSLWR24 2004 Expedition	920.98		920.98	
08-01 2008 Chevy P/U	3,302.81		3,302.81	
08-02 SSLE223 OES 347 HME Type1	384.70		384.70	
08-03 SSLWT220 Int. WaterTender	7,285.05		7,285.05	
09-01 Chevy Tahoe	4,302.76		4,302.76	
10-01 Ford Expedition	5,192.10		5,192.10	
11-01 Ford Expedition	5,746.54		5,746.54	
11-02 SSLB24 Int. Type 3	15,088.31		15,088.31	
12-01 Ford Expedition	1,918.19		1,918.19	
13-01 SSLQ22 Pierce Quint	17,165.07		17,165.07	
15-01 SSLE26 Pierce Type 1	13,540.67		13,540.67	
15-02 SSLE21 Pierce Type 1	8,033.91		8,033.91	
16-01 - Ford Explorer	457.17		457.17	
16-02 - Ford Explorer	580.51		580.51	
17-01 SSLWT24 Kenworth WT	538.43		538.43	
17-02 Ford Escape	73.59		73.59	
18-01 SSLE24 Rosenbauer type 1	5,867.56		5,867.56	
23-01 Training Vehicle	21,872.26		21,872.26	

98-03 Dodge P/U	56.75		56.75	
99-03 SSLB23 Int. Type 3	1,728.59		1,728.59	
Boat 24	44,240.11		44,240.11	
Boat 26	79.94		79.94	
Boat Team Trailer	780.84		780.84	
Total 6081 Vehicle Maint & Repair	\$ 195,202.86	\$ 245,000.00	-\$ 49,797.14	79.67%
6082 Radio & Pager Maint & Repair	2,024.39	18,524.00	-16,499.61	10.93%
6083 Small Engine		1,850.00	-1,850.00	0.00%
6084 Handlight Repairs		1,500.00	-1,500.00	0.00%
6086 SCBA Equipment Maint. & Repairs	14,123.52	19,050.00	-4,926.48	74.14%
6087 Rope Rescue Equipment	1,502.33	5,188.00	-3,685.67	28.96%
6088 Water Rescue	98.23	45,441.00	-45,342.77	0.22%
6089 - Confined Space		1,000.00	-1,000.00	0.00%
6089 -1 Hose Program	27,069.45	60,350.00	-33,280.55	44.85%
6089 -2 Firefighting Equip	55,950.89	30,000.00	25,950.89	186.50%
6089 -3 Non-Firefighting Equip	6,348.41	10,000.00	-3,651.59	63.48%
6089 -4 Class A Foam Replacement	6,149.26	8,220.00	-2,070.74	74.81%
Total 6080 Equipment Maint. & Repairs	\$ 308,469.34	\$ 446,123.00	-\$ 137,653.66	69.14%
6090 Maintenance - Buildings		40,000.00	-40,000.00	0.00%
6090-20 Main Office	5,974.26		5,974.26	
6090-21 St. 21	5,029.15		5,029.15	
6090-22 St. 22	20,154.98		20,154.98	
6090-23 St. 23	4,648.16		4,648.16	
6090-24 St. 24	5,698.61		5,698.61	
6090-26 St. 26	16,036.60		16,036.60	
Total 6090 Maintenance - Buildings	\$ 57,541.76	\$ 40,000.00	\$ 17,541.76	143.85%
6100 Medical Supplies			0.00	
6101 Medical Supplies	8,221.50	7,727.00	494.50	106.40%
6102 Paramedic Program	155,909.11	80,000.00	75,909.11	194.89%
6102-A Paramedic Grant	96,795.95		96,795.95	
Total 6102 Paramedic Program	\$ 252,705.06	\$ 80,000.00	\$ 172,705.06	315.88%
6103a AED Maintenance Certification		27,700.00	-27,700.00	0.00%
6104 Masimo Certification		4,386.00	-4,386.00	0.00%
6405 Lucas Maintenance		2,610.00	-2,610.00	0.00%
Total 6100 Medical Supplies	\$ 260,926.56	\$ 122,423.00	\$ 138,503.56	213.14%
6110 Memberships			0.00	
6111 Memberships	10,462.98	12,363.00	-1,900.02	84.63%
Total 6110 Memberships	\$ 10,462.98	\$ 12,363.00	-\$ 1,900.02	84.63%
6120 Miscellaneous Expense	2,985.85		2,985.85	
6120-1 Other Expenses	1,543.39		1,543.39	
6122 Food	1,287.10	2,000.00	-712.90	64.36%
6124 Cellular Phone	85.58		85.58	
6125 Travel & Lodging	32.50	5,000.00	-4,967.50	0.65%
6126 Bank Service Charge	2,645.85		2,645.85	
6127 Board Member Meeting Allowance	4,000.00	8,000.00	-4,000.00	50.00%

6128 Executive Development	283.68	2,500.00	-2,216.32	11.35%
Total 6120 Miscellaneous Expense	\$ 12,863.95	\$ 17,500.00	-\$ 4,636.05	73.51%
6130 Office Expense			0.00	
6131 Stationary / Business Cards		1,015.00	-1,015.00	0.00%
6132 Postage	311.62	1,000.00	-688.38	31.16%
6133 Office Supplies	2,380.10	5,075.00	-2,694.90	46.90%
6134 Printer Supplies	1,484.52	2,000.00	-515.48	74.23%
6135 Computer Equipment	7,658.12	6,090.00	1,568.12	125.75%
Total 6130 Office Expense	\$ 11,834.36	\$ 15,180.00	-\$ 3,345.64	77.96%
6140 Prof. & Specialized Services	9,485.00		9,485.00	
6141 Accounting/Auditing Expense	52,708.95	131,950.00	-79,241.05	39.95%
6141-2 Administrative	330,260.40	396,313.00	-66,052.60	83.33%
6142 Record Destruction Service	583.44	1,100.00	-516.56	53.04%
6143 Legal	35,728.23	150,000.00	-114,271.77	23.82%
6144 Sunpro Fire RMS		7,000.00	-7,000.00	0.00%
6145 IT Services Contract	65,894.46	101,500.00	-35,605.54	64.92%
6147 Pre-Employment Screening	16,461.98	25,000.00	-8,538.02	65.85%
6148 Ladder Testing	2,723.00	4,500.00	-1,777.00	60.51%
6149 - Medical Exams	42,847.00	10,000.00	32,847.00	428.47%
6149 -3 Personnel Recruitment	792.00	1,000.00	-208.00	79.20%
6149 -4 TeleStaff Voxeo contract	10,183.19	19,080.00	-8,896.81	53.37%
6149 -5 Paychex contract	20,128.39	15,453.00	4,675.39	130.26%
6149 -6 Consultant Services	3,285.00	19,000.00	-15,715.00	17.29%
6149 -7 SR 911 Dispatch Services	93,992.00	164,487.00	-70,495.00	57.14%
6149 -8 Streamline Automation system	9,543.00	11,200.00	-1,657.00	85.21%
Total 6140 Prof. & Specialized Services	\$ 694,616.04	\$ 1,057,583.00	-\$ 362,966.96	65.68%
6150 Publications & Legal Notices	642.72		642.72	
6151 Prevention Publications		500.00	-500.00	0.00%
6152 Publications & Legal Notices		1,600.00	-1,600.00	0.00%
Total 6150 Publications & Legal Notices	\$ 642.72	\$ 2,100.00	-\$ 1,457.28	30.61%
6160 Rent & Leases - Equip.			0.00	
6162 Alarm System HQ	578.00	1,500.00	-922.00	38.53%
6164 Copier	1,798.95	2,000.00	-201.05	89.95%
6165 Postage Meter	353.19	750.00	-396.81	47.09%
6166 Computer Software Licensing	11,194.13	10,000.00	1,194.13	111.94%
6167 Station 25 Lease	1,200.00	2,400.00	-1,200.00	50.00%
Total 6160 Rent & Leases - Equip.	\$ 15,124.27	\$ 16,650.00	-\$ 1,525.73	90.84%
6180 Small Tools & Instruments	7,876.58	5,000.00	2,876.58	157.53%
6190 Special Departmental Expenses	97,953.07		97,953.07	
6191 Training Program	11,624.70	27,500.00	-15,875.30	42.27%
6192 Workshops & Seminars	1,000.00	3,000.00	-2,000.00	33.33%
6193 Volunteer / Intern Program		500.00	-500.00	0.00%
6193-1 Explorer Program		1,000.00	-1,000.00	0.00%
6194 Education Reimbursement	9,516.50	20,000.00	-10,483.50	47.58%
6195 -1 Prevention Expenses	22,371.70	22,500.00	-128.30	99.43%
6195 Prevention Education Program	2,700.00	3,000.00	-300.00	90.00%

6197 Life Jacket Program		500.00	-500.00	0.00%
6198 Community CPR Program	5,354.40	2,000.00	3,354.40	267.72%
6199 -3 Fitness Equipment Maintenance	1,105.23	3,500.00	-2,394.77	31.58%
Total 6190 Special Departmental Expenses	\$ 151,625.60	\$ 83,500.00	\$ 68,125.60	181.59%
6200 Transportation & Travel			0.00	
6201 Fuel & Oil	108,794.73	130,000.00	-21,205.27	83.69%
Total 6200 Transportation & Travel	\$ 108,794.73	\$ 130,000.00	-\$ 21,205.27	83.69%
6210 Utilities		86,700.00	-86,700.00	0.00%
6219-1 T-1 Connectivity		4,488.00	-4,488.00	0.00%
6219-2 Cable Services	830.73		830.73	
6219-3 MDC, T-1 lines, Cell phones	54,223.79	63,587.00	-9,363.21	85.27%
6219-6 Wireless Internet	8,398.00	10,208.00	-1,810.00	82.27%
6220 St HQ Riverbank			0.00	
6220-1 Disposal Service	191.94		191.94	
6220-2 Electricity	5,140.84		5,140.84	
6220-3 Natural Gas	463.79		463.79	
6220-4 Water & Sewer	512.76		512.76	
6220-5 Pest Control Service	217.25		217.25	
Total 6220 St HQ Riverbank	\$ 6,526.58	\$ 0.00	\$ 6,526.58	
6221 St 21			0.00	
6221-1 Disposal Service	1,271.97		1,271.97	
6221-2 Electricity	3,849.70		3,849.70	
6221-3 Natural Gas	2,727.64		2,727.64	
6221-4 Water & Sewer	1,260.43		1,260.43	
6221-5 Pest Control Service	363.00		363.00	
6221-6 Biohazard Medical Waste	1,138.78		1,138.78	
Total 6221 St 21	\$ 10,611.52	\$ 0.00	\$ 10,611.52	
6222 St 22			0.00	
6222-1 Disposal Service	1,271.97		1,271.97	
6222-2 Electricity	4,520.81		4,520.81	
6222-3 Natural Gas	2,349.95		2,349.95	
6222-4 Water & Sewer	1,671.52		1,671.52	
6222-5 Pest Control Service	663.00		663.00	
6222-6 Biohazard Medical Waste	1,138.73		1,138.73	
Total 6222 St 22	\$ 11,615.98	\$ 0.00	\$ 11,615.98	
6223 St 23			0.00	
6223-1 Disposal Service	1,186.65		1,186.65	
6223-2 Electricity	3,162.05		3,162.05	
6223-3 Natural Gas	1,518.62		1,518.62	
6223-5 Pest Control Service	363.00		363.00	
Total 6223 St 23	\$ 6,230.32	\$ 0.00	\$ 6,230.32	
6224 St 24 Waterford			0.00	
6224-2 Electricity	6,815.42		6,815.42	
6224-3 Natural Gas	1,992.14		1,992.14	
6224-4 Water & Sewer	2,701.56		2,701.56	

6224-5 Pest Control Service	379.50		379.50	
6224-6 Biohazard Medical Waste	1,186.20		1,186.20	
Total 6224 St 24 Waterford	\$ 13,074.82	\$ 0.00	\$ 13,074.82	
6225 St 25 La Grange			0.00	
6225-5 Pest Control Service	363.00		363.00	
Total 6225 St 25 La Grange	\$ 363.00	\$ 0.00	\$ 363.00	
6226 St 26	12,274.39		12,274.39	
6226-1 Disposal Service	1,144.05		1,144.05	
6226-2 Electricity	6,018.27		6,018.27	
6226-3 Natural Gas	2,276.25		2,276.25	
6226-4 Water & Sewer	729.94		729.94	
6226-5 Pest Control Service	217.25		217.25	
6226-6 Biohazard Medical Waste	1,256.45		1,256.45	
Total 6226 St 26	\$ 23,916.60	\$ 0.00	\$ 23,916.60	
Total 6210 Utilities	\$ 135,791.34	\$ 164,983.00	-\$ 29,191.66	82.31%
6310 Direct Assessment Reimbursement		3,500.00	-3,500.00	0.00%
6311 Property Tax Admin Charge		51,511.00	-51,511.00	0.00%
6312 SCFPD Special Benefit Assesment		3,091.00	-3,091.00	0.00%
6313 Direct Assessment - Wildan Fin	11,022.67	11,000.00	22.67	100.21%
6314 GIS Software/Website (Cal Cad)	7,800.00	14,423.00	-6,623.00	54.08%
Total 6310 Direct Assessment Reimbursement	\$ 18,822.67	\$ 83,525.00	-\$ 64,702.33	22.54%
Total 6000 Services & Supplies	\$ 1,999,410.22	\$ 2,485,226.00	-\$ 485,815.78	80.45%
7000 Capital Expenditures	165,816.91	165,000.00	816.91	100.50%
7000-A Service Dog	1,467.40		1,467.40	
7049 Station 24 Replacement		170,059.00	-170,059.00	0.00%
7090 Taxes & Assessments			0.00	
7092 Direct Assessments	4,058.28		4,058.28	
Total 7090 Taxes & Assessments	\$ 4,058.28	\$ 0.00	\$ 4,058.28	
7150 Financial Charges	-149,408.25		-149,408.25	
7151 Service Charges	16,022.02		16,022.02	
Total 7150 Financial Charges	-\$ 133,386.23	\$ 0.00	-\$ 133,386.23	
7800 Equipment		150,242.00	-150,242.00	0.00%
7803 Apparatus/Vehicle Replacement		425,000.00	-425,000.00	0.00%
7812 SCBA Air Compressor	2,231.10		2,231.10	
Total 7800 Equipment	\$ 2,231.10	\$ 575,242.00	-\$ 573,010.90	0.39%
Total 7000 Capital Expenditures	\$ 40,187.46	\$ 910,301.00	-\$ 870,113.54	4.41%
Total Chart of Accounts	\$ 10,655,614.44	\$ 13,694,487.00	-\$ 3,038,872.56	77.81%
SALES TAX	865.33		865.33	
Total Expenses	\$ 10,657,581.30	\$ 13,694,487.00	-\$ 3,036,905.70	77.82%
Net Operating Income	\$ 389,494.42	-\$ 13,425.00	\$ 402,919.42	
Net Income	\$ 389,494.42	-\$ 13,425.00	\$ 402,919.42	



Stanislaus Consolidated Fire Protection District
3324 Topeka Street
Riverbank, CA 95367
Phone: (209) 869-7470
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STAFF REPORT

ITEM 12.A

TO: President Bernardi and Members of the Board of Directors
FROM: Tim Tietjen, Fire Chief
SUBJECT: Special Benefit Assessment Rate for FY 2024-2025, Resolution No. 2024-002 Ordering the Levy and Collection Charges Within SCFPD

DATE: May 16, 2024

BACKGROUND

The District Board of Directors is required to annually review and take the appropriate actions to set the rates for the District’s Special Benefit Assessment program. The Special Benefit Assessment, which started in Fiscal Year 2005/2006, continues to be the most prominent and secure revenue source for the District. The assessment may be levied by the District Board for an indefinite term as long as the services are being provided. The Special Benefit Assessment provides the majority of the revenue needed by the District to provide required and expected services to the communities we serve.

The proposed rates calculated by Willdan Financial Services are based on flat rate increases of 1%, 1.5%, 2% and 3 (Exhibit A). Staff is recommending the District adopt the 3% increase.

Each year, the maximum assessment rates can be increased by an annual inflation adjustment with approval from the Board of Directors. The inflation adjustment allows the maximum assessment rates to be increased annually by the greater of the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-Hayward, CA (CPI), or 3%.

Staff has also included the Assessment Project Timeline for the Fiscal Year 2023-2024. The project timeline depicts the various steps that are required by all agencies involved for the processing and submission of the District’s FY 2024-2025 Special Benefit Assessment rate on the county property tax roll. (Exhibit “B”)

FISCAL IMPACT

A 3% increase in the special assessment rate would generate an estimated additional \$263,333.77 in Special Benefit Assessment revenue for the District.

RECOMMENDATION

The Board consider taking formal action to adopt Resolution 2024-002 reflecting a 3% increase for FY 2024-2025. Staff recommends of the Board adopt Resolution 2024-002 to ensure the District stays within the project timeline with all involved parties to complete the required work moving forward with the Special Benefit Assessment steps to meet Stanislaus County’s final deadline to be placed on the county tax bill. Please see attached Resolution No. 2024-002, Ordering the Levy and Collection Assessments within the SCFPD Special Benefit Assessment Rate for FY 2024-2025.

Rate Table

Property Type	Parcel/Units/Sq. Ft	23/24 Applied Rates	1% increase	1.5% increase	2% increase	2.5% increase	3% increase	24/25 Maximum Rates ⁽¹⁾	23/24 Maximum Rates
Public Assembly/Educational/Institutional	106	\$624.64	\$630.88	\$634.00	\$637.13	\$640.25	\$643.37	\$771.07	\$748.62
Residential (1 and 2 family dwellings)	12,509	\$322.10	\$325.32	\$326.93	\$328.54	\$330.15	\$331.76	\$397.67	\$386.09
Residential (3 or more living units)	2,302	\$261.67	\$264.28	\$265.59	\$266.90	\$268.21	\$269.51	\$322.99	\$313.59
Stores and Offices	3,618,460	\$0.1182	\$0.1194	\$0.1200	\$0.1206	\$0.1212	\$0.1217	\$0.1456	\$0.1414
Industry	32,281,048	\$0.0960	\$0.0970	\$0.0974	\$0.0979	\$0.0984	\$0.0989	\$0.1157	\$0.1124
Agricultural / Vacant Land	2,024	\$75.56	\$76.31	\$76.69	\$77.07	\$77.44	\$77.82	\$93.35	\$90.63

⁽¹⁾ The inflation adjustment for the Maximum Rate may not exceed the greater of i) the change in the prior year's U.S. Department of Labor, Consumer Price Index, All Items for the San Francisco, Oakland, San Jose area (CPI) for the month of April or ii) three percent (3%). Estimating 3% until CPI Index is available.

Estimated Levy at various Rates

FY 24/25 Estimated Levy

Property Type	Parcel/Units/Sq. Ft	23/24 Levy	Increased by 1% Rates	Increased by 1.5% Rates	Increased by 2% rates	Increased by 2.5% rates	Increased by 3% rates	24/25 Maximum Tax ⁽¹⁾
Public Assembly/Educational/Institutional	106	66,158.90	\$66,873.28	\$67,204.00	\$67,535.78	\$67,866.50	\$68,197.22	\$81,733.89
Residential (1 and 2 family dwellings)*	12,509	4,028,665.72	4,069,427.88	4,089,567.37	4,109,706.86	\$4,129,846.35	4,149,985.84	4,974,487.80
Residential (3 or more living units)	2,302	590,470.02	608,372.56	611,388.18	614,403.80	\$617,419.42	620,412.02	743,528.85
Stores and Offices	3,618,460	427,700.32	431,971.74	434,106.63	436,241.53	\$438,376.42	440,511.31	526,847.76
Industry	32,281,048	3,098,979.11	3,129,647.60	3,145,142.51	3,160,637.41	\$3,176,132.31	3,191,627.22	3,734,917.25
Agricultural / Vacant Land	2,024	152,933.44	154,451.44	155,220.56	155,989.68	\$156,738.56	157,507.68	188,940.26
Total Estimated Levy		8,364,907.51	\$8,460,744.51	\$8,502,629.25	\$8,544,515.06	\$8,586,379.56	\$8,628,241.28	\$10,250,455.82

*Includes 3 parcels charged at 50%.

⁽¹⁾ Estimating 3% until CPI Index is available.

**Stanislaus Consolidated Fire Protection District
Project Timeline For Fiscal Year 2024-25**

Target Date	Project Tasks
Friday, July 5, 2024	SCFPD changes/additions complete in GIS system. Send a separate list for all Lifelines approved for 50% reduction on assessments. – Notify Cal Cad that our changes are complete.
Friday, July 19, 2024	Cal Cad to upload the list to Willdan
Thursday, August 1, 2024	Willdan to have the New Assessment list back to SCFPD for review
Wednesday, August 7, 2024	SCFPD to review and make any additional corrections in the system. – Back to Cal Cad and Willdan for updates.
Thursday, August 15, 2024	WFS Submits Levy to Stanislaus County Auditor (Levy Tape, Resolutions and any other Documentation).
Thursday, August 22, 2024	WFS submits Levy Corrections to the County for all taxable exceptions.
Monday, September 16, 2024	WFS provides SCFPD with an Applied Levy Summary.



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News Release Information

24-514-SAN
Tuesday, March 12, 2024

Contacts

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(415) 625-2270
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Media contact:
(415) 625-2270

Related Links

[CPI historical databases](#)

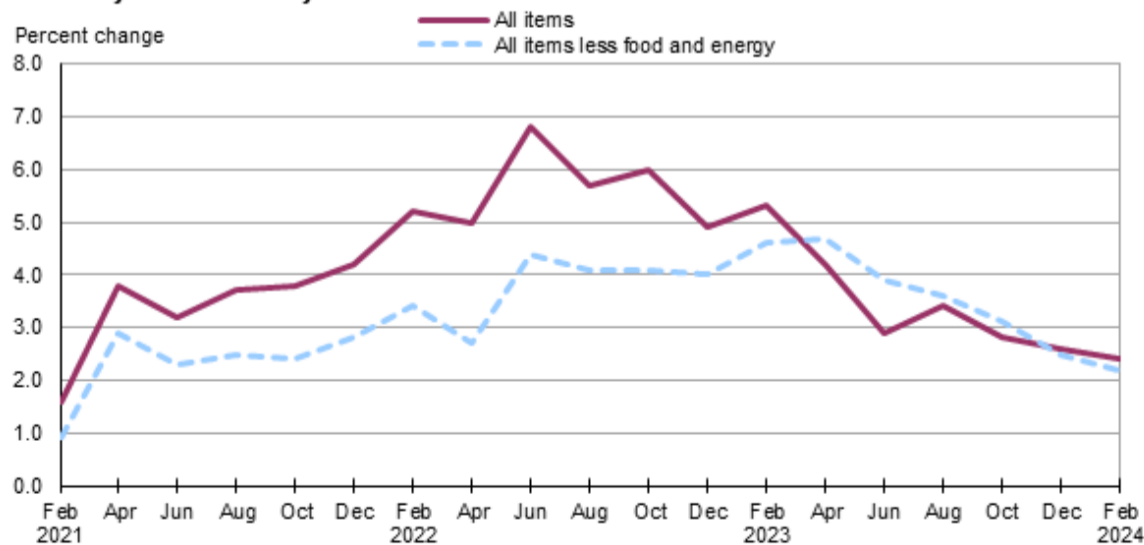
Consumer Price Index, San Francisco Area — February 2024

Area prices were up 1.5 percent over the past two months, up 2.4 percent from a year ago

Prices in the San Francisco area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 1.5 percent for the two months ending in February 2024, the U.S. Bureau of Labor Statistics reported today. (See [table A.](#)) Regional Commissioner Chris Rosenlund noted that the February increase was influenced by higher prices for shelter. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U advanced 2.4 percent. (See [chart 1](#) and [table A.](#)) Food prices advanced 2.4 percent. Energy prices advanced 4.7 percent, largely the result of an increase in the price of electricity. The index for all items less food and energy advanced 2.2 percent over the year. (See [table 1.](#))

Chart 1. Over-the-year percent change in CPI-U, San Francisco-Oakland-Hayward, CA, February 2021–February 2024



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

Food

Food prices advanced 1.6 percent for the two months ending in February. (See [table 1.](#)) Prices for food at home rose 2.4 percent, with higher prices in four of the six grocery categories. Prices for food away from home increased 0.6 percent for the same period.

Over the year, food prices advanced 2.4 percent. Prices for food at home advanced 2.3 percent since a year ago, with higher prices in all six grocery categories. Prices for food away from home rose 3.7 percent.

Energy

The energy index increased 5.3 percent for the two months ending in February. The increase was mainly due to higher prices for electricity (17.7 percent). Prices for natural gas service rose 7.5 percent, while prices for gasoline fell 2.4 percent for the same period.

Energy prices advanced 4.7 percent over the year, largely due to higher prices for electricity (29.8 percent). Prices paid for natural gas service declined 12.9 percent, and prices for gasoline decreased 2.6 percent during the past year.

All items less food and energy

The index for all items less food and energy advanced 1.3 percent in the latest two-month period. Higher prices for shelter (1.1 percent) were partially offset by lower prices for used cars and trucks (-3.2 percent), other goods and services (-1.8 percent), and medical care (-0.9 percent).

Over the year, the index for all items less food and energy advanced 2.2 percent. Components contributing to the increase included other goods and services (6.6 percent), recreation (3.8 percent), and shelter (2.3 percent). Partly offsetting the increases were price decreases in apparel (-3.8 percent) and new and used motor vehicles (-0.7 percent).

Table A. San Francisco-Oakland-Hayward, CA, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2020		2021		2022		2023		2024	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
February	0.9	2.9	0.5	1.6	1.4	5.2	1.8	5.3	1.5	2.4
April	-0.5	1.1	1.7	3.8	1.5	5.0	0.4	4.2		
June	0.7	1.6	0.0	3.2	1.7	6.8	0.5	2.9		
August	0.0	1.6	0.5	3.7	-0.5	5.7	0.0	3.4		
October	0.5	1.1	0.7	3.8	1.0	6.0	0.3	2.8		
December	0.4	2.0	0.8	4.2	-0.3	4.9	-0.4	2.6		

The April 2024 Consumer Price Index for the San Francisco area is scheduled to be released on May 15, 2024.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the internet at www.bls.gov/opub/hom/cpi/.




In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The San Francisco-Oakland-Hayward, CA. metropolitan area covered in this release is comprised of Alameda, Contra Costa, Marin, San Francisco, San Mateo Counties in the State of California.

Information in this release will be made available to individuals with sensory impairments upon request. Voice phone: 202-691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods

San Francisco-Oakland-Hayward, CA (1982-84=100 unless otherwise noted)

Item and Group	Indexes				Percent change from-		
	Historical data	Dec. 2023	Jan. 2024	Feb. 2024	Feb. 2023	Dec. 2023	Jan. 2024
Expenditure category							
All items		339.915	-	345.151	2.4	1.5	-
All items (1967=100)		1,044.992	-	1,061.089	-	-	-
Food and beverages		363.840	-	369.175	2.6	1.5	-










Footnotes

- (1) Indexes on a December 1977=100 base.
- (2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.
- (3) Indexes on a December 1982=100 base.
- (4) Special index based on a substantially smaller sample.
- (5) Indexes on a December 1993=100 base.
- (6) Indexes on a December 1997=100 base.

- Data not available

NOTE: Index applies to a month as a whole, not to any specific date.

Item and Group	Indexes				Percent change from-		
	Historical data	Dec. 2023	Jan. 2024	Feb. 2024	Feb. 2023	Dec. 2023	Jan. 2024
Food		366.135	-	372.025	2.4	1.6	-
Food at home		329.906	333.477	337.705	2.3	2.4	1.3
Cereals and bakery products		339.664	337.277	341.261	3.5	0.5	1.2
Meats, poultry, fish, and eggs		354.307	351.883	352.233	0.3	-0.6	0.1
Dairy and related products		335.272	336.587	332.577	0.3	-0.8	-1.2
Fruits and vegetables		421.261	418.882	436.079	1.0	3.5	4.1
Nonalcoholic beverages and beverage materials(1)		249.052	258.211	261.332	9.1	4.9	1.2
Other food at home		282.604	293.073	295.399	2.2	4.5	0.8
Food away from home		410.907	-	413.574	3.7	0.6	-
Alcoholic beverages		339.751	-	336.159	3.8	-1.1	-
Housing		394.624	-	400.750	2.6	1.6	-
Shelter		438.935	441.530	443.865	2.3	1.1	0.5
Rent of primary residence(2)		503.443	504.311	503.938	2.5	0.1	-0.1
Owners' equiv. rent of residences(2)(3)		473.364	475.434	475.570	2.0	0.5	0.0
Owners' equiv. rent of primary residence(1)(2)		473.364	475.434	475.570	2.0	0.5	0.0
Fuels and utilities		589.028	-	646.485	10.4	9.8	-
Household energy		553.097	635.836	634.527	13.7	14.7	-0.2
Energy services(2)		555.858	640.737	639.406	14.1	15.0	-0.2
Electricity(2)		619.499	728.997	728.997	29.8	17.7	0.0
Utility (piped) gas service(2)		443.636	480.873	476.774	-12.9	7.5	-0.9
Household furnishings and operations		172.870	-	172.101	0.0	-0.4	-
Apparel		111.920	-	112.180	-3.8	0.2	-
Transportation		247.126	-	256.537	3.2	3.8	-
Private transportation		249.414	-	254.169	2.5	1.9	-
New and used motor vehicles(4)		115.797	-	118.298	-0.7	2.2	-
New vehicles(1)		192.742	-	193.419	-1.2	0.4	-
Used cars and trucks(1)		336.141	-	325.453	-1.9	-3.2	-
Motor fuel		340.105	335.924	331.815	-2.6	-2.4	-1.2
Gasoline (all types)		337.774	333.679	329.546	-2.6	-2.4	-1.2
Gasoline, unleaded regular(4)		337.497	333.242	328.983	-2.7	-2.5	-1.3
Gasoline, unleaded midgrade(4)(5)		315.542	312.243	308.411	-2.6	-2.3	-1.2
Gasoline, unleaded premium(4)		321.384	318.020	314.537	-2.0	-2.1	-1.1
Medical care		592.166	-	586.760	-	-0.9	-
Recreation(6)		147.155	-	149.805	3.8	1.8	-
Education and communication(6)		160.119	-	161.437	0.6	0.8	-
Tuition, other school fees, and child care(1)		1,945.129	-	1,951.663	-	0.3	-
Other goods and services		629.293	-	617.911	6.6	-1.8	-
Commodity and service group							
All items		339.915	-	345.151	2.4	1.5	-
Commodities		231.217	-	231.401	-0.8	0.1	-
Commodities less food & beverages		163.499	-	161.576	-3.2	-1.2	-
Nondurables less food & beverages		215.722	-	213.382	-2.9	-1.1	-
Durables		114.121	-	112.659	-3.5	-1.3	-
Services		431.650	-	441.194	3.9	2.2	-
Special aggregate indexes							
All items less medical care		329.449	-	335.127	2.5	1.7	-
Footnotes							
(1) Indexes on a December 1977=100 base.							
(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.							
(3) Indexes on a December 1982=100 base.							
(4) Special index based on a substantially smaller sample.							
(5) Indexes on a December 1993=100 base.							
(6) Indexes on a December 1997=100 base.							
- Data not available							
NOTE: Index applies to a month as a whole, not to any specific date.							

Item and Group	Indexes				Percent change from-		
	Historical data	Dec. 2023	Jan. 2024	Feb. 2024	Feb. 2023	Dec. 2023	Jan. 2024
All items less shelter		301.270	-	306.843	2.4	1.8	-
Commodities less food		171.059	-	169.056	-2.9	-1.2	-
Nondurables		291.148	-	292.666	0.4	0.5	-
Nondurables less food		225.330	-	222.891	-2.3	-1.1	-
Services less rent of shelter ⁽³⁾		447.129	-	464.780	6.6	3.9	-
Services less medical care services		420.467	-	430.366	4.1	2.4	-
Energy		427.354	453.130	449.829	4.7	5.3	-0.7
All items less energy		339.937	-	344.555	2.3	1.4	-
All items less food and energy		336.781	-	341.209	2.2	1.3	-

Footnotes

(1) Indexes on a December 1977=100 base.

(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

(3) Indexes on a December 1982=100 base.

(4) Special index based on a substantially smaller sample.

(5) Indexes on a December 1993=100 base.

(6) Indexes on a December 1997=100 base.

- Data not available

NOTE: Index applies to a month as a whole, not to any specific date.

Last Modified Date: Tuesday, March 12, 2024

U.S. BUREAU OF LABOR STATISTICS Western Information Office Attn: EA & I, 90 Seventh Street Suite 14-100 San Francisco, CA 94103-6715

Telephone: 1-415-625-2270 www.bls.gov/regions/west [Contact Western Region](#)

**STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT
RESOLUTION 2024-002**

**A RESOLUTION ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN
THE STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT SPECIAL BENEFIT
ASSESSMENT RATE FOR FY 2024-2025**

WHEREAS, the Stanislaus Consolidated Fire Protection District has by previous resolutions or other proceedings declared its intent to annually levy assessments for the purpose of fire protection under the provisions of the State of California Government Code section 50078 et seq.; and

WHEREAS, the annual assessments against the real property are not levied with regard to property values but rather based upon the reasonable cost of the proportional special benefit conferred by the services that are immediately available to each property owner; and

WHEREAS, the Stanislaus Consolidated Fire Protection District has previously adopted the assessment methodology for the purpose of fire protection set forth in Exhibit "A" hereto, including authorization to annually increase the assessment by the greater of 3% in conformity with Government Code section 50078.6; article XIII D, section 4 of the California Constitution; and Government Code section 53753. Levies henceforth will be solely by way of the methodology as described in the Engineer's Report Fire Suppression Assessment Stanislaus Consolidated Fire Protection District ("Engineer's Report") which defines the assessment approved by the voters on December 9, 2004 and is incorporated herein by this reference; and

WHEREAS, such CPI increases included in the assessment methodology does not constitute an increase to the assessment within the meaning of Government Code section 53753.5(a); and

WHEREAS, pursuant to Government Code section 50078.16 the District may provide for the collection of the assessment in the same manner, and subject to the same penalties as other fees, charges, and assessments fixed and collected by the county through the annual property tax rolls; and

WHEREAS, the Board of Directors of the Stanislaus Consolidated Fire Protection District has previously approved and adopted a Fire Assessment Limited Income Rate Reduction ("Lifeline") Program with respect to the imposition of the assessment as provided herein "Exhibit B". The Lifeline Program is funded with unrestricted revenue sources of the Stanislaus Consolidated Fire Protection District's general fund.

NOW, THEREFORE, the Board of Directors of the Stanislaus Consolidated Fire Protection District does hereby resolve as follows:

Section 1: The foregoing recitals are true and correct findings of the Board of Directors and are incorporated herein by this reference.

Section 2: The Board of Directors orders the levy and collection of such assessments within the Stanislaus Consolidated Fire Protection District for the 2024-2025 fiscal year in the amounts set

forth in Exhibit "A" hereto, and that a certified copy of this resolution and attached documentation (Exhibit "A") shall be delivered to the Auditor-Controller of the County of Stanislaus for placement of such charges on the 2024/2025 County Tax Roll.

Section 3: The previously adopted Fire Assessment Limited Income Rate Reduction (Lifeline) Program and Income Guidelines (Exhibit "D") shall be applicable, where appropriated, to the levy of the assessment as provided herein.

Section 4. If any provision of this Resolution is found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, that invalidity will not affect the remaining provisions of this Resolution, which can be implemented without the invalid provisions, and to this end, the provisions of this Resolution are declared to be severable.

Section 5. This Resolution shall become effective upon its adoption.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Stanislaus Consolidated Fire Protection District at a regular meeting held this 16th day of May, 2024.

Greg Bernardi, Board President

ATTEST:

Amanda McCormick, Clerk of the Board

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Stanislaus Consolidated Fire Protection District Board of Directors by the following vote:

AYES: Directors:
NOES:
ABSENT:
ABSTAIN:

Dated: May 16, 2024

ATTEST: The foregoing is certified to be a correct copy of the original on file in this office which has not been revoked and is now in full force and effect.

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Amanda McCormick, Clerk of the Board

Frank Splendorio, District Counsel

STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT

RESOLUTION 2024-003

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE STANISLAUS
CONSOLIDATED FIRE PROTECTION DISTRICT OF STANISLAUS COUNTY
UPDATING THE LIST OF AUTHORIZED SIGNATURES TO SIGN WARRANTS
DRAWN ON THE DISTRICT'S FUNDS.**

WHEREAS, the Auditor-Controller's office requires a list of signatures authorized to sign warrants drawn on the District's funds approved by resolution, and whereas due to a change of personnel on the Board and Staff, a new list of authorized signatures has been prepared,

NOW, THEREFORE, the Board of Directors adopts the attached list of signatures authorized to sign warrants drawn on the District's funds.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the District Board by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: May 16, 2024

Greg Bernardi, Board President

ATTEST:

The foregoing is certified to be a correct copy of the original on file in this office which has not been revoked and is now in full force and effect.

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Amanda McCormick, Clerk of the Board

Frank Splendorio, District Counsel



AUDITOR-CONTROLLER

Kashmir Gill, CPA
AUDITOR-CONTROLLER

Jian Ou-Yang, CPA
ASSISTANT AUDITOR-CONTROLLER

Kashmir Gill, CPA
Auditor-Controller
County of Stanislaus
PO Box 770
Modesto, CA 95353-0770

Date

Dear Ms. Gill,

The individuals listed below are authorized to sign warrants on behalf of the district. The personnel noted below are also authorized to approve transfer of monies between funds.

(NOTE: Each warrant requires two signatures of the district members listed below.)

<u>Typed (or printed) Name</u>	<u>Signature</u>
1 Chief Tim Tietjen	1
2 Chief Clint Bray	2
3 Chief Josh Tucker	3
4 Chief Scott Burke	4
5 _____	5 _____
6 _____	6 _____
7 _____	7 _____

Approved by district board resolution dated: _____

Signature of Chairperson/Designee

Contact Name

Print Name of Chairperson/Designee

Contact Phone #

District Name

Contact Email Address

Mailing Address



Stanislaus Consolidated Fire Protection District
3324 Topeka Street
Riverbank, CA 95367
Phone: (209) 869-7470 · Fax: (209) 869-7475
www.scfpd.us

Item 12.C

STAFF REPORT

TO: President Bernardi and Members of the Board of Directors
FROM: Deputy Chief Clint Bray
SUBJECT: Station 22 Exterior Painting Bids
DATE: May 16, 2024

RECOMMENDATION:

Review, discuss, and award bid for the exterior painting of Station 22.

BACKGROUND:

At the October 11th, 2023 Capital Improvements Committee meeting, it was decided that the District would pursue facility improvements and long term repairs. Currently, the District addresses issues as they arise with hopes of encountering any major and unexpected repairs.

The committee decided to pursue the three following projects as a priority:

- Exterior painting of Station 22
- Exterior painting of Station 23
- Remodel of both bathrooms at Station 26

The District opened all three projects to bid on April 23rd, 2024. Contractors turned all sealed bids in before the deadline of May 10th, 2024. Sealed bids were opened by District staff and reviewed.

FISCAL IMPACT:

As decided at the October 11th, 2023 Capital Improvements meeting, funding for these projects will come from the Capital Expenditures account. The Capital Expenditures account currently has a balance of \$870,113.54.

RECOMENDATION:

District staff recommends the Board award the Station 22 exterior painting project to the lowest bidder, Lancaster Painting, with a total bid amount of \$16,500.00.



Project and Bid Description

Fire Station 22

Exterior paint



Prepared by:
Scott Burke, Battalion Chief
April 11, 2024

Contents

Introduction.....	3
Requirements.....	3
Scope of Work.....	3
Summary of Requirements.....	4
Onsite Visit.....	5
Bid Instructions.....	5
Evaluation Process.....	5
Questions.....	5
Timeframe.....	5
Public Records.....	5
Disclaimer.....	6
Form Agreement.....	Error! Bookmark not defined.
-Form Public Project Agreement attached	

Introduction

The Stanislaus Consolidated Fire Protection District (District) seeks bids from qualified contractors to paint the exterior of fire station 22, 4845 Yosemite Blvd. Modesto CA 95357. The Board requests bids from individuals and companies whose combination of experience and expertise will provide timely, cost-effective and quality professional service to the district.

Requirements

- . The successful bidder shall provide proof of insurance as required in the district's form Public Project Agreement attached to this document.
- . As a "Public Works" project and pursuant to Section 1773 of the Labor Code, the general prevailing wage rates for Stanislaus County shall apply to this contract, as determined by the Director of the California Department of Industrial Relations
- . The successful bidder shall be required to execute the district's form Public Project Agreement

Scope of Work

The district seeks a contractor to paint the entirety of fire station 22 including the following.

Power wash

Stucco Patch

Spot prime stucco using seal krete

Prepare and Spot prime fascia using a multi-purpose spot prime

Spray and back roll the exterior of fire station 22 stucco (2 coats) Sherwin Williams 7036

Accessible Beige

Paint fascia, carport, and man doors / frames (2 coats) Sherwin Williams 7048 Urban Bronze

Paint bollards.

Paint front roll up doors Pierce Red #90 (automotive color).

Description of work:

Utilizing industry standard techniques, prepare surfaces and paint the exterior of fire station

22. A two-story fire station operated by the Stanislaus Consolidated Fire District.

Summary of Requirements

The Contractor shall furnish all labor, materials, tools and equipment necessary to complete the scope of work.

All products used by the Contractor shall comply with all laws, codes and industry standards for the products' intended uses and shall be used in accordance with manufacturer recommendations.

The Contractor will be responsible for the protection of all items and surfaces not scheduled to be worked on, and these areas must be kept clean throughout the project. These areas include, but are not limited to, windows, walkways, doors, benches, vehicles and plant and tree material. The Contractor shall be responsible for repairing, at the Contractor's expense, any damage that results from the work.

All work performed, methods and equipment used shall be in conformance with the Prevailing State and Federal Occupational Safety and Health Act. Costs from delays and losses due to operations not in conformance with these acts, specifications, or stoppages by OSHA inspectors or the designated representative because of non-conformance shall be solely borne by the Contractor.

The Contractor shall be solely responsible for the protection and safety of the public and use appropriate means to ensure that the district's employees and the public are safe during the project.

The Contractor shall fully guarantee all work, materials and parts furnished and installed for one full year after completion. Defects shall be replaced or repaired at the Contractor's expense.

The fire station is open 24/7 and all work is to be performed in a way that emergency vehicle movement is not disturbed and impact to business traffic is minimized. Close coordination with the district's project lead will be required to plan for alternative apparatus placement and/or traffic flow during the work to be performed. The Contractor shall be responsible for site clean-up daily after work has been performed and upon the completion of the project. Removal of all debris associated with the project at the site shall be in accordance with any local, state and federal regulations. All clean up performed shall ensure the property is presentable and fully clean before the work is completed. All ladders and stacked tools and equipment stored properly each evening in an acceptable safe location determined by the on-duty Battalion Chief.

Onsite Visit

An onsite visit is scheduled for April 29, 2024 @ 1000 hrs. Please RSVP with BC Scott Burke at sburke@scfpd.us to attend.

Bid Instructions

Interested individuals or firms must submit bids to Stanislaus Consolidated Fire District Attn: Deputy Chief Clint Bray. To be considered responsive, bids shall contain the following information: Company Information

- Company Legal Name
 - License
 - Address
 - Phone
 - Email
- Description of experience with similar work, including recent jobs completed ·
Lump sum, not-to-exceed bid price to complete all required work
· Proposed project schedule (including start date and days to complete work) ·
Proof of required insurance (see attached Public Project Agreement)

Evaluation Process

District staff shall determine the lowest responsive bid from a responsible, qualified bidder (to be determined based on work experience). District reserves the right, in its sole discretion, to reject any or all bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the bids. Final approval of any selected firm is subject to award by the District's Board of Directors, which may choose not to award for any reason.

Questions

Questions regarding this RFP shall be submitted in writing by e-mail to Stanislaus Fire Protection District: Deputy Chief Clint Bray: cbray@scfpd.us. Verbal questions will NOT be accepted. Answers to questions shall be provided in writing after the onsite visit and shall be provided to all prospective bidders attending the onsite visit.

Timeframe

The timeframe for this bid process is as follows:

- Tuesday, April 23rd – Notice inviting bids sent out by District.
- Monday, April 29th- Site visit
- Friday May 3rd – Last date to submit questions to District.
- Friday May 10th – Last date to submit a bid/bid opening (5:00 PM)
- Thursday May 16th – Bid evaluation results provided by District for Award of Contract

Public Records

All information included in this document and the bids submitted to the district is subject to disclosure per the California Public Records Act.

Disclaimer

THIS IS A REQUEST FOR BIDS ONLY. It is intended to identify potential independent contractors. The information provided in this document is subject to change and is not binding on the district. The district has not made a commitment to procure any of the items discussed or to award a contract at the conclusion of the bid process. All costs of preparing and submitting a bid shall be borne by the bidder and shall not be reimbursed. All bids and supporting information submitted become District property and will not be returned.

The contract to be awarded shall be in the form of the Public Project Agreement attached on the following pages. The provisions of this document will be incorporated in the awarded contract. By submitting a bid, the bidder agrees that upon award it will execute the Public Project Agreement when provided by the district and to be bound by its provisions. A bidder who takes exception to any provision of the attached form Public Project Agreement must indicate in the bid the provisions to which they object and reasons for the objection. No alterations to the form Public Project Agreement shall be made prior to execution of the Agreement by the successful bidder, unless it is in response to an objection raised in the bid.

PUBLIC PROJECT AGREEMENT
FOR
Paint Project
Stanislaus Consolidated Fire Protection District, FIRE STATION 22

This Agreement is made and entered into as of the _____ day of _____, 2024 by and between the Stanislaus Consolidated Fire Protection District hereinafter called "DISTRICT" and _____ hereinafter called "CONTRACTOR".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That DISTRICT desires to engage CONTRACTOR to perform work on a public works project.
- B. That CONTRACTOR is qualified to provide such services to the DISTRICT and.
- C. That the DISTRICT has elected to engage the services of CONTRACTOR upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONTRACTOR under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONTRACTOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination.
 - (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONTRACTOR.
 - (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, DISTRICT shall compensate CONTRACTOR for services rendered, and reimburse CONTRACTOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of DISTRICT to terminate this Agreement for cause, or otherwise

to exercise such rights or pursue such remedies as may accrue to DISTRICT hereunder.

3. Compensation; Expenses; Payment. DISTRICT shall compensate CONTRACTOR for all services performed by CONTRACTOR hereunder in an amount based upon CONTRACTOR's hourly rates during the time of the performance of said services. A copy of CONTRACTOR's hourly rates for which services hereunder shall be performed are set forth in CONTRACTOR's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum _____ (\$ _____) unless the performance of services and/or reimbursement of costs and expenses more than said amounts have been approved in advance of performing such services or incurring such costs by amendment to this Agreement.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefore by CONTRACTOR to DISTRICT, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event DISTRICT desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized by amendment in advance of the performance. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONTRACTOR shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONTRACTOR hereunder. Said records shall be available to DISTRICT for review and copying during regular business hours at CONTRACTOR's place of business or as otherwise agreed upon by the parties. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to DISTRICT, become the property of DISTRICT.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONTRACTOR. CONTRACTOR represents that it has the necessary professional skills to perform the

services required and the DISTRICT shall rely on the skills of the CONTRACTOR to do and perform the work. In performing services hereunder CONTRACTOR shall adhere to the standards generally prevailing for the performance of services like those to be performed by CONTRACTOR hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to DISTRICT, become the property of DISTRICT.
9. Relationship of Parties. It is understood that the relationship of CONTRACTOR to the DISTRICT is that of an independent contractor and all persons working for or under the direction of CONTRACTOR are its agents or employees and not agents or employees of the DISTRICT.
10. Schedule. CONTRACTOR shall adhere to the schedule set forth in Exhibit A; provided, that DISTRICT shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONTRACTOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONTRACTOR's officers or employees.

CONTRACTOR acknowledges the importance to DISTRICT of DISTRICT's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONTRACTOR hereby agrees to defend, indemnify, and save harmless DISTRICT, its boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, DISTRICT, its boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONTRACTOR, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONTRACTOR to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONTRACTOR to indemnify DISTRICT, its boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONTRACTOR shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, and owned and non-owned and hired automobile liability insurance coverage relating to CONTRACTOR's services to be performed hereunder covering DISTRICT's risks in form subject to the approval of the DISTRICT Attorney and/or DISTRICT's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

Insurance Category Minimum Limits

Workers' Compensation statutory minimum

Employer's Liability \$1,000,000 per accident for bodily injury or disease

Commercial General Liability \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage.

Automobile Liability \$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONTRACTOR's vehicle usage in performing services hereunder)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the DISTRICT as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONTRACTOR agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONTRACTOR shall agree to be bound to CONTRACTOR and DISTRICT in the same manner and to the same extent as CONTRACTOR is bound to DISTRICT under this Agreement and its accompanying

documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONTRACTOR shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the DISTRICT prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONTRACTOR shall, on the Insurance Coverage form provided in Exhibit C or similar, furnish DISTRICT with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment) after DISTRICT shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
- (b) Providing that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- (c) Naming the Stanislaus Consolidated Fire Protection District, its officers, boards, commissions, employees, and agents, as additional insureds; and
- (d) Providing that CONTRACTOR's insurance coverage shall be primary insurance with respect to Stanislaus Consolidated Fire Protection District, its officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by DISTRICT for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONTRACTOR's insurance and not contributory with it. CONTRACTOR and its insurer may not seek contribution from DISTRICT's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of DISTRICT, to the extent required by this Agreement, before the DISTRICT's insurance or self-insurance may be called upon to protect DISTRICT as a named Insured.

All self-insured retentions (SIR) must be disclosed to DISTRICT for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that

the SIR may be satisfied by either the named CONTRACTOR/Named Insured or DISTRICT.

DISTRICT reserves the right to obtain a fully certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONTRACTOR and DISTRICT in the same manner and to the same extent as CONTRACTOR is bound to DISTRICT under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONTRACTOR shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONTRACTOR fails to obtain or maintain completed operations coverage as required by this Agreement, the DISTRICT at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

13. WORKERS' COMPENSATION. CONTRACTOR certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONTRACTOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. PREVAILING WAGES. The services to be performed include public works within the meaning of Labor Code Sections 1720 through 1861, and CONTRACTOR must comply with state laws pertaining to prevailing wage and labor requirements, as more fully described in Exhibit E attached hereto and incorporated in this Agreement by reference.
15. NON-DISCRIMINATION. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR shall at all times be in compliance with the requirements of the Federal Americans with Disabilities Act (Public Law 101-336) which

prohibits discrimination on the basis of disability by public entities. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.

16. Notice. All notices required by this Agreement shall be given to the DISTRICT and CONTRACTOR in writing, by first class mail, postage prepaid, addressed as follows:

DISTRICT: Stanislaus Consolidated Fire Protection District
3324 Topeka St.
Riverbank, CA 95367
Attention: Deputy Chief Clint Bray

CONTRACTOR: _____
(Fill in CONTRACTOR Name, Address, Phone
Number, and Project Manager
for
CONTRACTOR)

17. Non-Assignment. This Agreement is not assignable either in whole or in part.
18. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
19. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
20. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
21. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
22. Conflict of Interest. CONTRACTOR may serve other clients, but none who conduct business would place CONTRACTOR in a "conflict of interest" as that term is defined in State law.

23. Payment Bond. Pursuant to Civil Code section 9550, if the not-to-exceed compensation to be paid to CONTRACTOR under Section 3, above, is in excess of twenty-five thousand dollars (\$25,000), CONTRACTOR shall submit a payment bond acceptable to DISTRICT prior to the commencement of work.

24. Entire Agreement. This Agreement, including Exhibits A, B C, D, E, and F, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.
Stanislaus Consolidated Fire Protection District

Dated: _____ Clint Bray, Deputy Chief

Dated: _____ Greg Bernardi, Board President

APPROVED AS TO FORM

Dated:

Frank Splendorio, District Legal Counsel

CONTRACTOR

Dated:

Type Name & Title of CONTRACTOR
Authorized to Sign

EXHIBIT A

SCOPE OF WORK AND SCHEDULE FOR Paint Project Stanislaus Consolidated Fire Protection District Station 22

Scope of Work

The district is seeking a professional firm (Contractor) to complete exterior paint of fire station 22, 4845 Yosemite Blvd. Modesto CA. 95357

Contractor will be performing the following:

Complete preparation and repaint of two-story fire station.

Description of work:

The district seeks a contractor to paint the entirety of fire station 22 including the following;

Power wash

Stucco Patch

Spot prime stucco using seal krete

Prepare and Spot prime fascia using a multi-purpose spot prime

Spray and back roll the exterior of fire station 22 stucco (2 coats) Sherwin Williams 7036 Accessible Beige

Paint fascia, carport, and man doors / frames (2 coats) Sherwin Williams 7048 Urban Bronze

Paint bollards.

Paint front roll up doors Pierce Red #90 (automotive color).

Utilizing industry standard techniques, prepare surfaces and paint the exterior of fire station 22. A two-story fire station operated by the Stanislaus Consolidated Fire District.

EXHIBIT B

CONTRACTOR'S FEE SCHEDULE

EXHIBIT C

INSURANCE FORMS

CONTRACTOR shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form

EXHIBIT D

This INSURANCE COVERAGE FORM modifies or documents insurance provided under the following:

Named Insured: Effective Work Date(s):

Description of Work/Locations/Vehicles:

ADDITIONAL INSURED: Stanislaus Consolidated Fire Protection District (DISTRICT)
3324 Topeka St. Riverbank, CA 95367
Attention: _____

Contract Administrator

Endorsement and Certificates of Insurance Required The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	Insurer	Policy No.
General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)	Insurer	Policy No.
Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the DISTRICT.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: TITLE:

ADDRESS:

TELEPHONE: () DATE ISSUED:

EXHIBIT E

LABOR CODE REQUIREMENTS FOR PUBLIC WORKS PROJECTS

1. **Public Works Project/ Prevailing Wage**. The work to be performed under this Agreement is for “Public Works” within the meaning of Labor Code Sections 1720 to 1861. CONTRACTOR must therefore comply with state prevailing wage and labor law (California Labor Code Sections 1720 to 1780, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000) for work performed under this Agreement. CONTRACTOR’s obligations under prevailing wage and labor compliance laws include, among other things, to: pay at least the applicable prevailing wage and travel and subsistence payments for public works activities performed under this Agreement; comply with overtime and working hour requirements; comply with apprenticeship obligations; comply with payroll recordkeeping requirements; and comply with other obligations as required by law. Copies of the applicable prevailing wage rates are on file with the DISTRICT’s Project Manager, and shall be made available to any interested party upon request. CONTRACTOR shall ensure that the above requirements are included in all its contracts and any lower tier subcontracts for activities for the Project.
2. **Registration with Department of Industrial Relations**. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR must be registered with the Department of Industrial Relations under Labor Code section 1725.5 when bidding and throughout performance of this agreement.
3. **Wage Rates**.
 - 3(A). It shall be mandatory upon CONTRACTOR and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that CONTRACTOR shall, as a penalty to DISTRICT, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Agreement by CONTRACTOR or by any subcontractor; and CONTRACTOR agrees to comply with all provisions of Section 1775 of the Labor Code.
 - 3(B). The DISTRICT will not recognize any claim for additional compensation because of the payment by the CONTRACTOR of any wage rate in excess of the prevailing wage rate set forth in the Agreement. The possibility of wage increases is one of the elements to be considered by the CONTRACTOR in determining its bid, and will not under any circumstances be considered as the basis of a claim against the DISTRICT on the Agreement.
4. **Payroll Records**. The CONTRACTOR and each subcontractor must comply with Labor Code Section 1776 and all requirements of contractors stated therein for the maintenance, inspection and certification of payroll records. The CONTRACTOR and each subcontractor who fails to timely furnish payroll records or make the records available for inspection will forfeit to the DISTRICT the penalty for non-compliance set forth in Labor Code Section 1776 for their respective failure.
5. **Discrimination**. The CONTRACTOR and each subcontractor must comply with the anti discrimination requirements of Labor Code Section 1777.6.

EXHIBIT F

A. Required Provisions On Contract Claim Resolution

Any claim arising under this contract which the CONTRACTOR wishes to assert against the DISTRICT ("public entity") shall be governed by California Public Contract Code Section 9204. Claims which do not exceed three hundred seventy-five thousand dollars (**\$375,000**) are also subject to the provisions of Article 1.5 of the California Public Contract Code (commencing with Section 20104). Pursuant to California Public Contracts Code Section 9204, claims shall be resolved as follows:

1. (a) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
 - (b) The claimant shall furnish reasonable documentation to support the claim, pursuant to Document 00 7200 (General Conditions), Article 12.
 - (c) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
 - (d) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
2. (a) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 - (b) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement 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 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
 - (c) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - (d) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(e) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

3. Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

4. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

5. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

B. Compliance With Americans With Disabilities Act

1. CONTRACTOR acknowledges that, pursuant to the Americans with Disabilities Act (**ADA**), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. CONTRACTOR shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. CONTRACTOR agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of CONTRACTOR, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

C. Compliance With IRCA

1. CONTRACTOR acknowledges that CONTRACTOR, and all subcontractors hired by CONTRACTOR to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (**IRCA**). CONTRACTOR is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by CONTRACTOR to perform services under this Agreement are in compliance with the IRCA. In addition, CONTRACTOR agrees to indemnify, defend and hold harmless Owner, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that CONTRACTOR's employees, or employees of any subcontractor hired by CONTRACTOR, are not authorized to work in the United States for CONTRACTOR or its subcontractor and/or any other claims based upon alleged IRCA violations committed by CONTRACTOR or CONTRACTOR's subcontractors. 15

Talkington Inc. - DBA.



1-800-PAINTING

2750 N Graton Rd, Denair CA 95316
Ph: (209)634.1111 Fx: (209) 634.5482
WWW.LANCASTERPAINTING.COM
Lic.# 868896

Scott Burke - Stanislaus Consolidated Fire
4845 Yosemite Blvd
Modesto, CA 95355

(209) 613-3209

May 10, 2024

Project #: 23-03333
Estimator: Chris Gates

chris @ lancaster painting . com

Thank you for the opportunity to quote the following:

Consolidated Fire No. 22 Exterior Painting

Complete Building	18,449
Stucco Building-2 Story (5270 sqft.)	9,293
Powerwash (Condition: 2)	
Stucco Patch (Condition: 1)	
Spot Prime using SW Seal-krete (Condition: 1)	
Spray & Backroll using SW Super Paint Satin (coats: 2)	
Tower Stucco (800 sqft.)	1,373
Powerwash (Condition: 2)	
Stucco Patch (Condition: 1)	
Spot Prime using SW Seal-krete (Condition: 1)	
Spray & Backroll using SW Super Paint Satin (coats: 2)	
Stucco (300 sqft.)	387
Powerwash (Condition: 2)	
Spot Prime using SW Seal-krete (Condition: 1)	
Spray & Backroll using SW Super Paint Satin (coats: 2)	
Fascia Building 2 Story (310 lf.)	1,569
Spot Prime using KM Spot Prime Multi Purpose (Condition: 1)	
Paint using SW Super Paint Satin (coats: 2)	
Fascia (130 lf.)	380
Spot Prime using KM Spot Prime Multi Purpose (Condition: 1)	
Paint using SW Super Paint Satin (coats: 2)	
Fascia 2 Story Over (70 lf.)	614
Paint using SW Super Paint Satin (coats: 2)	
CarPort (400 sqft.)	415
Spot Prime using SW Seal-krete (Condition: 1)	
Paint using SW Super Paint Satin (coats: 2)	

Post (8 qty.)	267
<i>Carport</i>	
Paint using SW Super Paint Satin (coats: 2)	
Bollards (12 qty.)	307
Paint using SW Super Paint Satin (coats: 2)	
Door Frame (4 qty.)	253
Paint using SW Super Paint Satin (coats: 2)	
Door Front Entry (1 qty.)	230
Paint using SW Solo (coats: 2)	
Door, Flat (3 qty.)	226
Paint using SW Solo (coats: 2)	
Door Garage (2) (2 qty.)	418
Paint using SW Super Paint Satin (coats: 2)	
Door Garage (2) (2 qty.)	577
Paint using SW Super Paint Satin (coats: 2)	
Foundation Build (310 lf.)	625
Masking Lf. (Detail: 4)	
Foundation (90 lf.)	93
Masking Lf. (Detail: 1)	
Windows (24 qty.)	332
Masking ea. (Detail: 2)	
Misc Items (36 qty.)	306
Masking ea. (Detail: 1)	
Doors (4 qty.)	266
<i>Protect Bay 'Roll-Up' Doors - No Paint!</i>	
Masking ea. (Detail: 1)	
40ft Ladder (4 qty.)	412
Staging (Difficulty: 1)	
Job Management (1 qty.)	106
Pre-Job Visit (Service Area: 1)	
	Subtotal: 18447
	Adjustments: -1947
	Grand Total: 16500

Prevailing Wage Rates are applied!...Includes Front Garage Doors "Red" and Back Doors "Painted-In"...*Discounts for Multi-Projects & Community Outreach Assistance...*Excludes Wood or Rot Repairs U.N.O. **When ready to schedule, Please Call your Rep, Chris Gates, to confirm or discuss options or allowances for repairs, schedules, pricing, colors, etc.

ESTIMATE ONLY

Due to the nature of this project, this is an estimate only for completing the job as described above based on visually observed conditions at time of estimate. Should any unforeseen conditions arise additional repairs/costs may become necessary. Customer will be notified at the time of discovery and additional charges will be discussed & agreed upon at that time.

Cost:

- We propose to furnish material and labor – complete and in accordance with the above specifications for the sum stated above. Individual tasks, if selected, may require additional pricing. Price is valid for 30 days, unless otherwise noted.

Work Standard

- Lancaster Painting is a member of the Painting and Decorating Contractors of America and upholds the standard set forth by the PDCA.
- All work is to be completed in a workman like manner according to standard practices.
- Worker/s will remain on job until completion of project.
- Work procedures as per standards of the PDCA (Painting and Decorating Contractors of America) P1-92, P2-92, P3-93, P4-94, P5-94, P7-98 and P6-99 and all other standards by reference (Standards can be obtained at www.pdca.org).
- The painting contractor will produce a “properly painted surface”. A “properly painted surface” is one that is uniform in color and sheen. It is one that is free of foreign material, lumps, skins, sags, holidays, misses, strike-through, or insufficient coverage. It is a surface that is free of drips, spatters, spills, or over-spray which the contractors’ workforce causes. Compliance to meeting the criteria of a “properly painted surface” shall be determined when viewed without magnification at a distance of five feet or more under normal lighting conditions and from a normal viewing position.

Acceptable Forms of Payment:

- **Cash**
- **Check**
- **Online banking link (EFT)**
- **All major Credit cards (Credit card payments subject to 2.5% transaction fee)**

Acceptance of proposal

- Please indicate your acceptance of this proposal by replying to this email with your acceptance or by returning a signed copy of this page and Confirmation of Pricing on page #1 to our office via fax, mail or delivery.

Signature: _____
Chris Gates

Date: May 10, 2024

Signature: _____
Scott Burke - Stanislaus Consolidated Fire

Date: May 10, 2024

Similar Experience Reference:
Newman Police Station \$13k
Livingston Fire Station 96 \$15k

Estimated Duration: 1 week

Estimated Start Date: June 1, 2024, U.O.N. by customer.



May 7, 2024

Joaquin Painting, Inc.
1004 Carver Road
Modesto, CA 95350

209-529-8811 Phone
209-529-4205 Fax

President: Mark Butler - mark@joaquinpainting.com
General Manager: Tony Do - tony@joaquinpainting.com
Office: Christina McGuire - sales@joaquinpainting.com

Contractor's License#: 489147
DIR #: 1000019732
FIN#: 77-0547688

Project: Fire Station #22
Proposed Project Schedule
Start Date: 06/28/2024
Completion Date: 07/05/2024 (Six working days)



1004 Carver Road Modesto, CA 95350
 Phone (209) 529-8811 Fax (209) 529-4205
 License #489147

Estimate

DATE	Estimate #
4/30/2024	16140

CUSTOMER
Stanislaus Consolidated Fire Protection District 3324 Topeka Street Riverbank, CA 95367

ESTIMATOR	PROJECT
TD	4845 Yosemite Blvd, Modesto

WORK DESCRIPTION	TOTAL
Exterior - Fire Station 22: -Pressure wash to clean and remove dirt -Remove mildew using bleach solution, as needed -Patch stucco- cracks, chips, and holes, as needed -Prep- scrape loose and peeling paint, as needed -Prep- sand wood and metal, as needed -Prep- caulk cracks using 60 yr caulk, as needed -Prep- cover all windows, landscaping, and areas not to be painted -Prime- raw wood, rust, and peeling areas -Paint building complete- 2 coats (includes building, metal stair case, 10x10 wood shed, and 17 bollards) -Front roll up doors to be red Materials & Labor =	18,720.00
Option: -Paint back roll up doors red Materials & Labor =	420.00
Note: -Project bid at prevailing wage	

We look forward to doing business with you! Check out our Website at www.joaquinpainting.com	TOTAL	\$19,140.00
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PRO GROUP PAINTING
10167 Ellenwood Ave
Sacramento, CA 95827

CSLB# 884191
DIR# 1000434941
(916-880-0803)

Quote

May 7, 2024

Project:

FIRE STATION 22 - EXTERIOR PAINT
4845 Yosemite Blvd Modesto, CA 95357

Addenda Acknowledged: None

Scope of Work: Furnish all labor, material, and equipment to complete the exterior painting of subject project per specifications.

Description:

- Prepare surfaces as necessary per plans and specs.
- Mask all surfaces not included in the painting scope of work.
- Prepare and paint all exterior surfaces specified per plans and specs to be painted.
- Clean up & haul away material.

In addition to the description above, we are referencing the project specifications as part of our quote for this project.

Power Wash

Stucco Patch

Spot prime stucco using seal krete

Prepare and Spot prime fascia using a multi-purpose spot prime

Spray and back roll the exterior of fire station 22 stucco (2 coats) Sherwin Williams 7036

Accessible Beige

Paint fascia, carport, and man doors / frames (2 coats) Sherwin Williams 7048 Urban

Bronze

Paint bollards.

Paint front roll up doors Pierce Red #90 (automotive color).

PRO GROUP PAINTING
10167 Ellenwood Ave
Sacramento, CA 95827

CSLB# 884191
DIR# 1000434941
(916-880-0803)

Dry Rot Repair: \$/ 3000.⁰⁰

Base Paint: \$/ 21500.⁰⁰

Thank you for the opportunity to provide you with a quote. For questions, please contact Mike Karapetyan at (916)524-2196, Gary Simonyan (916)880-0803 or by email at progruppainting@yahoo.com

JAUREGUY'S DESIGN & CONSTRUCTION

Jaureguy's Design and Construction

1440 Freitas Park • Turlock, CA 95380-6254 • Phone: 209 634-2002

Clint Bray
Job Address:
4845 Yosemite Blvd
Modesto, ca 95357

Print Date: 5-8-2024

Proposal for Fire Station 22 Exterior paint

4900 Exterior Paint

Cost Type	Price
Material	\$3,500.00
Labor	\$18,750.00

4900 Exterior Paint Total: \$22,250.00

4800 Exterior Trim

Cost Type	Price
Material	\$625.00
Labor	\$2,820.00

4800 Exterior Trim Total: \$3,445.00

Total Price: \$25,695.00

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:

COLOR NEW CO
22855 Califa St.
Woodland Hills, CA 91367
Phone: 818-884-0856
Fax: 818-884-0217
E-mail: colornewco@yahoo.com
License No. 818650
DIR Registration No. 1000001623

BID PROPOSAL

DATE: MAY 8, 2024

TO:
Administrative Office
Stanislaus Consolidated Fire Protection
3324 Topeka St
Riverbank, CA 95367

PROJECT:
Bid for Fire Station 22
Exterior paint

DESCRIPTION
<p>Color New Co provides a proposal incl. all labor, materials, tools and equipment for exterior painting of Fire Station 22</p> <p>Work to be done per provided Project and Bid Description by Stanislaus Consolidated Fire Protection</p> <p><u>Project Location:</u> Fire Station 22 4845 Yosemite Blvd. Modesto CA 95357</p> <p>Prevailing Wage project</p> <p><u>Proposed project schedule</u> Start Date May 20, 2025 Days to Complete Work: 10 days</p>
<p>Proposed Amount: \$29,000.00</p> <p>not-to-exceed bid price to complete all required work</p>

Submitted by: 
Louis Loizu, Owner



Diamond Painting Co. KK

3309 Oselot Way, Rancho Cordova, CA 95670

Phone: (916)743-8383 Cell: (707)372-7450 Fax: (916)671-3386

California State Contractors License Number 788505

An Equal Opportunity Employer

Email: kalliopi406@comcast.net

CSLB#788505, Exp 12/30/2024

DIR#1000013245, Exp 06/30/2024 (It will be renewed)

PROPOSAL

PROJECT OWNER: Stanislaus Consolidated Fire Protection District

PROJECT DESCRIPTION: Exterior Paint for Fire Station 22

PROJECT ADDRESS: 4845 Yosemite Blvd. Modesto CA 95357

PROPOSAL DATE: 05/10/2024 5pm

Proposal prepared according to project and bid description provided by Scott Burke, Battalion Chief on April 11, 2024

<u>Item</u>	<u>Description</u>	<u>Amount</u>
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SCOPE OF WORK FIRE STATION 22

Prepare surfaces and paint the exterior of fire station 22, 4845 Yosemite Blvd. Modesto CA. 95357 utilizing industry standard techniques for a two-story fire station operated by the Stanislaus Consolidated Fire District.

DESCRIPTION OF WORK

- Power wash
- Stucco Patch
- Spot prime stucco using seal krete
- Prepare and Spot prime fascia using a multi-purpose spot prime
- Spray and back roll the exterior of fire station 22 stucco (2 coats) Sherwin Williams 7036
- Accessible Beige
- Paint fascia, carport, and man doors / frames (2 coats) Sherwin Williams 7048 Urban
- Bronze Paint bollards
- Paint front roll up doors Pierce Red #90 (automotive color)

7/11 5-10-24
Twenty nine thousand nine hundred
ninety nine dollars
\$29,999.⁰⁰

TOTAL LABOR AND MATERIALS for Above Listed Project

General Terms and Conditions

Above price includes all labor, materials, tools, equipment and other items necessary to complete the work with the exception of the following, which should be made available to Diamond Painting Co. K K

- a) Water for clean up
- b) Electrical power supply for lighting and power tools (if any)

Payment Terms

All in accordance with the Stanislaus Consolidated Fire Protection District procedures



Submitted by: Konstantinos (Gus) Kouloulis
General Partner
Diamond Painting Co. K K

5-10-24
Approximate time to complete the project
will be 3 to 4 weeks

7/11



1107 N San Joaquin, Stockton, CA 95202 (209)645-0077
License #: 1030285 Class B
DIR #1000823917

May 10, 2024

Stanislaus Consolidated Fire Protection

Attn: Clint Bray

Re: Fire Station 22

Creative Property Renewal proposes to provide labor, equipment, and materials necessary to complete the following scope of work in accordance with the project manual dated 4/11/24.

Fire Station 22 Exterior Paint **\$31,338.00**

Addenda:

- a.) Addenda received: 0
- b.) Revisions received: 0

If you have any questions, please contact the undersigned.

Thank you,

Joey Beatty, estimate@cprstockton.com

Creative Property Renewal *Josh Paden President* 

By signing here this bid can be converted into a contract.

Accepted Signature Approval: _____

Print Name: _____ **Date:** _____



INDUSTRIAL*COMMERCIAL*RESIDENTIAL
LICENSE# 1080977 DIR# 1000959277
cesar@primal-paint.com

117 BERNAL ROAD #70-625
SAN JOSE, CA 95119
Office: 408-462-7590/831-207-1424

Customer Name,

Primal Paint would like to thank you for the opportunity to earn your business. We strive to leave every job with customers feeling satisfied that they have received quality work. Primal paint can help improve the look and appearance of your building or home. Our painting crew will be respectful of your home/business, while providing the best service you will find in the area.

We hereby propose to furnish all the material and perform all the labor necessary for the completion of the following.

Job Name: Exterior Paint at Stanislaus Fire Protection District Fire Station 22

Bid Date: 05/10/2024

Time: 12:00PM

Location: 4845 Yosemite Blvd Modesto CA 95357

Architect: None

Estimator: Cesar Arroyo
cesar@primal-paint.com

Cell: 408-373-9822

Drawing Date: None	Revisions: None	Addenda(s): None
Bidding Divisions:	PAINTING:	



See scope sheet below for additional pricing and information

ALTERNATES:

INCLUSIONS	NOTES
<ol style="list-style-type: none"> 1. Painting exterior previously painted. 2. The district seeks a contractor to paint the entirety of fire station 22 including the following. Power wash Stucco Patch Spot prime stucco using seal krete Prepare and Spot prime fascia using a multi-purpose spot prime Spray and back roll the exterior of fire station 22 stucco (2 coats) Sherwin Williams 7036 Accessible Beige Paint fascia, carport, and man doors / frames (2 coats) Sherwin Williams 7048 Urban Bronze Paint bollards. Paint front roll up doors Pierce Red #90 (automotive color) 3. Spot prime needed areas. 4. Apply two coats finish. 5. Protect areas from over spray. 6. Safety and quality control. 	<p>NOTE: Painting to be done at regular hour M-F.</p> <p>NOTE: Damage Repair Financial responsibility per PDCA Standard P1-92</p> <p>NOTE: Interior& Exterior painting to be done <u>prior</u> installation of factory finished and natural finished surfaces.</p> <p>NOTE: Colors as indicated in plans</p> <p>NOTE: Based on a continuous single-phase project</p> <p>NOTE: Union/Prevailing Wages.</p> <p>NOTE: All material & Miscellaneous included.</p> <p>NOTE:</p>
<p style="text-align: center;">EXCLUSIONS</p> <ol style="list-style-type: none"> 1. FRP, stripping, marker board. 2. Lead Paint Abatement 3. Fireproofing 4. Paint cabinets 5. Canopies 6. Seal flooring 7. Sealant 8. Striping/Pavement and markings 	



117 BERNAL ROAD #70-625
SAN JOSE, CA 95119
Phone: 408-462-7590

Date: 05/09/2024

Bill To:

TERMS

Total Price Due Upon Completion: **\$39,800.00**

IF JOB MENTIONED IS ACCEPTED TOTAL PRICE WILL BE COLLECTED UPON COMPLETION. CLIENT MUST SIGN BELOW IF AGREE TO CONTRACT MENTIONED. IF CLIENT DECIDES TO CANCEL CONTRACT AFTER IT HAS BEEN SIGNED AND ONLY BEFORE WORK HAS BEGAN, A FEE OF \$250.00 WILL BE CHARGED FOR THE ESTIMATE/QUOTE.

NOTE: ANY AMOUNT **30** DAYS PAST DUE WILL BE SUBJECT TO A **1%** PER MONTH FINANCE CHARGE. IF PAYMENT IS NOT MADE, A MECHANICS LIEN COULD BE PLACED ON YOUR PROPERTY AND ALL ADDITIONAL CHARGES TO COVER COURT FEES, ATTORNEY FEES, ETC.

X _____ X _____ Date _____
Customers Name Print Customer Signature

This proposal contains **Zero (0)** hrs. allowances for Trade Damage. It is recommended that you carry a contingency budget for anticipated trade damage touch up. Prices are based upon quoted scope of work and quote will become part of the contract documents. General Contractor to provide temporary power, task lighting, water, heating, ventilation as required per specification and one full set of plans and specifications for our use. General Contractor to ensure continuous and consistent daily workflow for all PRIMAL PAINT crews. Special attention should be paid to PDCA (Painting and Decorating Contractors of America) Standards P1 thru P10, specially P1-4 (Financial Responsibility for Trade Damage Touch up and P7-04 (Proper Sequencing. This proposal is based on all PDCA standards and can be viewed at: (www.pdca.org/standards).***BID Insurance: Bid based on 2M/2M aggregate – WC: 1M**

SALES TAX INCLUDED



Bid Notice Sheet
Station 22

Attention: Deputy Chief
Clint Bray
4845 Yosemite Blvd
Empire, Ca 95319
Station 22

May 08, 2024

RE: (Exterior Re- Paint)

Base Bid not to exceed
Hourly rate 135.00 (For unforeseen/not described in bid forms)

\$ 56,000.00

General Conditions:

Outlined In attached county bid forms.

- Note: Any work not included in bid form and/ or unforeseen may result in addition cost.
- Please see proof of all required Insurances attached.
- Attached Bid Bond approval from CNA surety File# 15937187X

Once project has been approved to start allow 10 days for materials and scheduling of project.
Cbs Inc. will provide an outline of the project for casted events upon awarding them this project.
Once project starts allow 6 weeks for completion. For unforeseen/Undescribed scope allow 10 days.

We Cbs Inc. has review the Project and bid description forms, we agree to the term and conditions, we have signed and dated the areas directed.

The project Director: Brandon L. James 209 534-2165

Cbs Inc. Except the conditions and hereby approve:

_____, May 08,2024
Cbs Inc. Authorized Representative

Please forward all questions to corporate office californiastructures@yahoo.com

VLA Construction Inc

22815 Ventura Blvd. #157

Woodland Hills, CA 91364

Business Phone: 818-225-1800 Fax Number: 818-225-8112

E-mail: VLAinc@hotmail.com / Lic.# 1040399 / DIR# 1000060242

May 10,2024

To: The Stanislaus Consolidated Fire Protection District
Fire Station 22
4845 Yosemite Blvd. Modesto CA 95357

Attn: Deputy Chief Clint Bray
P: 209-869-7470
Email: cbray@scfpd.us

Proposal For

EXTERIOR PAINT AT STANISLAUS FIRE PROTECTION DISTRICT FIRE STATION 22

VLA Construction Inc proposes to furnish all labor, materials, tools and equipment necessary to complete the EXTERIOR PAINT AT STANISLAUS FIRE PROTECTION DISTRICT FIRE STATION 22 located at 4845 Yosemite Blvd. Modesto CA 95357. The proposal is based on the scope of work provided by the Stanislaus Consolidated Fire Protection District.

Description of experience and references are attached to this proposal.

Proposed Work Schedule: VLA Construction Inc can start the project at the Stanislaus Consolidated Fire Protection District's convenience. Completion of project will take up to 3 weeks.

Prevailing Wage applies.

Total Proposed Amount: \$63,000.00



Submitted by:
Veronique Loizu, President



Stanislaus Consolidated Fire Protection District
3324 Topeka Street
Riverbank, CA 95367
Phone: (209) 869-7470 · Fax: (209) 869-7475
www.scfpd.us

Item 12.D

STAFF REPORT

TO: President Bernardi and Members of the Board of Directors

FROM: Deputy Chief Clint Bray

SUBJECT: Station 23 Exterior Painting Bids

DATE: May 16, 2024

RECOMMENDATION:

Open sealed bids, review, discuss, and award bid for the exterior painting of Station 23.

BACKGROUND:

At the October 11th, 2023 Capital Improvements Committee meeting, it was decided that the District would pursue facility improvements and long term repairs. Currently, the District addresses issues as they arise with hopes of encountering any major and unexpected repairs.

The committee decided to pursue the three following projects as a priority:

- Exterior painting of Station 22
- Exterior painting of Station 23
- Remodel of both bathrooms at Station 26

The District opened all three projects to bid on April 23rd, 2024. Contractors turned all sealed bids in before the deadline of May 10th, 2024. Sealed bids were opened by District staff and reviewed.

FISCAL IMPACT:

As decided at the October 11th, 2023 Capital Improvements meeting, funding for these projects will come from the Capital Expenditures account. The Capital Expenditures account currently has a balance of \$870,113.54.

RECOMENDATION:

District staff recommends the Board award the Station 23 exterior painting project to the lowest bidder, Lancaster Painting, with a total bid amount of \$14,488.00.



Project and Bid Description

Fire Station 23

Exterior paint



Prepared by:
Scott Burke, Battalion Chief
April 10, 2024

Contents

Introduction.....	3
Requirements.....	3
Scope of Work.....	3
Summary of Requirements.....	4
Onsite Visit.....	5
Bid Instructions.....	5
Evaluation Process.....	6
Questions.....	6
Timeframe.....	6
Public Records.....	6
Disclaimer.....	6
Form Agreement.....	Error! Bookmark not defined.
-Form Public Project Agreement attached	

Introduction

The Stanislaus Consolidated Fire Protection District (District) seeks bids from qualified contractors to paint the exterior of fire station 23, 7737 Yosemite Blvd. Modesto CA 95357. The Board requests bids from individuals and companies whose combination of experience and expertise will provide timely, cost-effective, and quality professional service to the district.

Requirements

- The successful bidder shall provide proof of insurance as required in the district's form Public Project Agreement attached to this document.
- As a "Public Works" project and pursuant to Section 1773 of the Labor Code, the general prevailing wage rates for Stanislaus County shall apply to this contract, as determined by the Director of the California Department of Industrial Relations
- The successful bidder shall be required to execute the district's form Public Project Agreement

Scope of Work

The district seeks a contractor to paint the entirety of fire station 23 including the following. Prepare all surfaces to industry standard to accept paint. Make minor repairs as necessary. Paint body with two coats Sherwin Williams 7655 Stamped Concrete. Paint trim / accent areas with two coats Sherwin Williams 7068 Grizzle grey. Paint roll up doors with "Pierce #90 Red" (an automotive color)

Description of work:

Utilizing industry standard techniques, prepare surfaces and paint the exterior of fire station 23. A one-story metal (butler) building fire station operated by the Stanislaus Consolidated Fire District.

Summary of Requirements

The Contractor shall furnish all labor, materials, tools, and equipment necessary to complete the scope of work.

All products used by the Contractor shall comply with all laws, codes, and industry standards for the products' intended uses and shall be used in accordance with manufacturer recommendations.

The Contractor will be responsible for the protection of all items and surfaces not scheduled to be worked on, and these areas must be kept clean throughout the project. These areas include, but are not limited to, windows, walkways, doors, benches, vehicles and plant and tree material. The Contractor shall be responsible for repairing, at the Contractor's expense, any damage that results from the work.

All work performed, methods and equipment used shall be in conformance with the Prevailing State and Federal Occupational Safety and Health Act. Costs from delays and losses due to operations not in conformance with these acts, specifications, or stoppages by OSHA inspectors or the designated representative because of non-conformance shall be solely borne by the Contractor.

The Contractor shall be solely responsible for the protection and safety of the public and use appropriate means to ensure that the district's employees and the public are safe during the project.

The Contractor shall fully guarantee all work, materials and parts furnished and installed for one full year after completion. Defects shall be replaced or repaired at the Contractor's expense.

The fire station is open 24/7 and all work is to be performed in a way that emergency vehicle movement is not disturbed and impact to business traffic is minimized. Close coordination with the district's project lead will be required to plan for alternative apparatus placement and/or traffic flow during the work to be performed. The Contractor shall be responsible for site clean-up daily after work has been performed and upon the completion of the project. Removal of all debris associated with the project at the site shall be in accordance with any local, state and federal regulations. All clean up performed shall ensure the property is presentable and fully clean before the work is completed. All ladders and stacked tools and equipment stored properly each evening in an acceptable safe location determined by the on-duty Battalion Chief.

Onsite Visit

An onsite visit is scheduled for April 29, 2024 @ 1330 hrs. Please RSVP with BC Scott Burke at sburke@scfpd.us to attend.

Bid Instructions

Interested individuals or firms must submit bids to Stanislaus Consolidated Fire District Attn: Deputy Chief Clint Bray. To be considered responsive, bids shall contain the following information: Company Information

- Company Legal Name
 - License
 - Address
 - Phone
 - Email
- Description of experience with similar work, including recent jobs completed ·
Lump sum, not-to-exceed bid price to complete all required work.
·Proposed project schedule (including start date and days to complete work) ·
Proof of required insurance (see attached Public Project Agreement)

Evaluation Process

District staff shall determine the lowest responsive bid from a responsible, qualified bidder (to be determined based on work experience). District reserves the right, in its sole discretion, to reject any or all bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the bids. Final approval of any selected firm is subject to award by the District's Board of Directors, which may choose not to award for any reason.

Questions

Questions regarding this RFP shall be submitted in writing by e-mail to Stanislaus Fire Protection District: Deputy Chief Clint Bray: cbray@scfpd.us. Verbal questions will NOT be accepted. Answers to questions shall be provided in writing after the onsite visit and shall be provided to all prospective bidders attending the onsite visit.

Timeframe

The timeframe for this bid process is as follows:

Tuesday, April 23rd – Notice inviting bids sent out by District.

Monday, April 29th- Site visit

Friday May 3rd – Last date to submit questions to District.

Friday May 10th – Last date to submit a bid/bid opening (5:00 PM)

Thursday May 16th – Bid evaluation results provided by District for Award of Contract

Public Records

All information included in this document and the bids submitted to the district is subject to disclosure per the California Public Records Act.

Disclaimer

THIS IS A REQUEST FOR BIDS ONLY. It is intended to identify potential independent contractors. The information provided in this document is subject to change and is not binding on the district. The district has not made a commitment to procure any of the items discussed or to award a contract at the conclusion of the bid process. All costs of preparing and submitting a bid shall be borne by the bidder and shall not be reimbursed. All bids and supporting information submitted become District property and will not be returned.

The contract to be awarded shall be in the form of the Public Project Agreement attached on the following pages. The provisions of this document will be incorporated in the awarded contract. By submitting a bid, the bidder agrees that upon award it will execute the Public Project Agreement when provided by the district and to be bound by its provisions. A bidder who takes exception to any provision of the attached form Public Project Agreement must indicate in the bid the provisions to which they object and reasons for the objection. No alterations to the form Public Project Agreement shall be made prior to execution of the

Agreement by the successful bidder, unless it is in response to an objection raised in the bid.

PUBLIC PROJECT AGREEMENT
FOR
Paint Project
Stanislaus Consolidated Fire Protection District, FIRE STATION 23

This Agreement is made and entered into as of the _____ day of _____, 2024 by and between the Stanislaus Consolidated Fire Protection District hereinafter called "DISTRICT" and _____ hereinafter called "CONTRACTOR".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That DISTRICT desires to engage CONTRACTOR to perform work on a public works project.
- B. That CONTRACTOR is qualified to provide such services to the DISTRICT and.
- C. That the DISTRICT has elected to engage the services of CONTRACTOR upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONTRACTOR under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONTRACTOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination.
 - (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONTRACTOR.
 - (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, DISTRICT shall compensate CONTRACTOR for services rendered, and reimburse CONTRACTOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of DISTRICT to terminate this Agreement for cause, or otherwise

to exercise such rights or pursue such remedies as may accrue to DISTRICT hereunder.

3. Compensation; Expenses; Payment. DISTRICT shall compensate CONTRACTOR for all services performed by CONTRACTOR hereunder in an amount based upon CONTRACTOR's hourly rates during the time of the performance of said services. A copy of CONTRACTOR's hourly rates for which services hereunder shall be performed are set forth in CONTRACTOR's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum _____ (\$ _____) unless the performance of services and/or reimbursement of costs and expenses more than said amounts have been approved in advance of performing such services or incurring such costs by amendment to this Agreement.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefore by CONTRACTOR to DISTRICT, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event DISTRICT desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized by amendment in advance of the performance. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONTRACTOR shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONTRACTOR hereunder. Said records shall be available to DISTRICT for review and copying during regular business hours at CONTRACTOR's place of business or as otherwise agreed upon by the parties. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to DISTRICT, become the property of DISTRICT.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONTRACTOR. CONTRACTOR represents that it has the necessary professional skills to perform the

services required and the DISTRICT shall rely on the skills of the CONTRACTOR to do and perform the work. In performing services hereunder CONTRACTOR shall adhere to the standards generally prevailing for the performance of services like those to be performed by CONTRACTOR hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to DISTRICT, become the property of DISTRICT.
9. Relationship of Parties. It is understood that the relationship of CONTRACTOR to the DISTRICT is that of an independent contractor and all persons working for or under the direction of CONTRACTOR are its agents or employees and not agents or employees of the DISTRICT.
10. Schedule. CONTRACTOR shall adhere to the schedule set forth in Exhibit A; provided, that DISTRICT shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONTRACTOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONTRACTOR's officers or employees.

CONTRACTOR acknowledges the importance to DISTRICT of DISTRICT's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONTRACTOR hereby agrees to defend, indemnify, and save harmless DISTRICT, its boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, DISTRICT, its boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONTRACTOR, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONTRACTOR to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONTRACTOR to indemnify DISTRICT, its boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONTRACTOR shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, and owned and non-owned and hired automobile liability insurance coverage relating to CONTRACTOR's services to be performed hereunder covering DISTRICT's risks in form subject to the approval of the DISTRICT Attorney and/or DISTRICT's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

Insurance Category Minimum Limits

Workers' Compensation statutory minimum

Employer's Liability \$1,000,000 per accident for bodily injury or disease

Commercial General Liability \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage.

Automobile Liability \$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONTRACTOR's vehicle usage in performing services hereunder)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the DISTRICT as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONTRACTOR agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONTRACTOR shall agree to be bound to CONTRACTOR and DISTRICT in the same manner and to the same extent as CONTRACTOR is bound to DISTRICT under this Agreement and its accompanying

documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONTRACTOR shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the DISTRICT prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONTRACTOR shall, on the Insurance Coverage form provided in Exhibit C or similar, furnish DISTRICT with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment) after DISTRICT shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
- (b) Providing that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- (c) Naming the Stanislaus Consolidated Fire Protection District, its officers, boards, commissions, employees, and agents, as additional insureds; and
- (d) Providing that CONTRACTOR's insurance coverage shall be primary insurance with respect to Stanislaus Consolidated Fire Protection District, its officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by DISTRICT for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONTRACTOR's insurance and not contributory with it. CONTRACTOR and its insurer may not seek contribution from DISTRICT's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of DISTRICT, to the extent required by this Agreement, before the DISTRICT's insurance or self-insurance may be called upon to protect DISTRICT as a named Insured.

All self-insured retentions (SIR) must be disclosed to DISTRICT for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that

the SIR may be satisfied by either the named CONTRACTOR/Named Insured or DISTRICT.

DISTRICT reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONTRACTOR and DISTRICT in the same manner and to the same extent as CONTRACTOR is bound to DISTRICT under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONTRACTOR shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONTRACTOR fails to obtain or maintain completed operations coverage as required by this Agreement, the DISTRICT at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

13. WORKERS' COMPENSATION. CONTRACTOR certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONTRACTOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. PREVAILING WAGES. The services to be performed include public works within the meaning of Labor Code Sections 1720 through 1861, and CONTRACTOR must comply with state laws pertaining to prevailing wage and labor requirements, as more fully described in Exhibit E attached hereto and incorporated in this Agreement by reference.
15. NON-DISCRIMINATION. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which

prohibits discrimination on the basis of disability by public entities. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.

16. Notice. All notices required by this Agreement shall be given to the DISTRICT and CONTRACTOR in writing, by first class mail, postage prepaid, addressed as follows:

DISTRICT: Stanislaus Consolidated Fire Protection District
3324 Topeka St.
Riverbank, CA 95367
Attention: Deputy Chief Clint Bray

CONTRACTOR: _____
(Fill in CONTRACTOR Name, Address, Phone
Number, and Project Manager
for
CONTRACTOR)

17. Non-Assignment. This Agreement is not assignable either in whole or in part.
18. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
19. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
20. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
21. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
22. Conflict of Interest. CONTRACTOR may serve other clients, but none who conduct business would place CONTRACTOR in a "conflict of interest" as that term is defined in State law.

23. Payment Bond. Pursuant to Civil Code section 9550, if the not-to-exceed compensation to be paid to CONTRACTOR under Section 3, above, is in excess of twenty-five thousand dollars (\$25,000), CONTRACTOR shall submit a payment bond acceptable to DISTRICT prior to the commencement of work.

24. Entire Agreement. This Agreement, including Exhibits A, B C, D, E, and F, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.
Stanislaus Consolidated Fire Protection District

Dated: _____ Clint Bray, Deputy Chief

Dated: _____ Greg Bernardi, Board President

APPROVED AS TO FORM

Dated:

Frank Splendorio, District Legal Counsel

CONTRACTOR

Dated:

Type Name & Title
of CONTRACTOR
Authorized to Sign

EXHIBIT A

SCOPE OF WORK AND SCHEDULE FOR Paint Project Stanislaus Consolidated Fire Protection District Station 23

Scope of Work

The district is seeking a professional firm (Contractor) to complete exterior paint of fire station 23, 7737 Yosemite Blvd. Modesto CA. 95357

The district seeks a contractor to paint the entirety of fire station 23 including the following.
Prepare all surfaces to industry standard to accept paint. Make minor repairs as necessary.
Paint body with two coats Sherwin Williams 7655 Stamped Concrete.
Paint trim / accent areas with two coats Sherwin Williams 7068 Grizzle grey.
Paint roll up doors with "Pierce #90 Red" (an automotive color)

Description of work:

Utilizing industry standard techniques, prepare surfaces and paint the exterior of fire station 23.
A one-story metal (butler) building fire station operated by the Stanislaus Consolidated Fire District.

EXHIBIT B

CONTRACTOR'S FEE SCHEDULE

EXHIBIT C

INSURANCE FORMS

CONTRACTOR shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form

EXHIBIT D

This INSURANCE COVERAGE FORM modifies or documents insurance provided under the following:

Named Insured: Effective Work Date(s):

Description of Work/Locations/Vehicles:

ADDITIONAL INSURED: Stanislaus Consolidated Fire Protection District (DISTRICT)
3324 Topeka St. Riverbank, CA 95367
Attention: _____

Contract Administrator

Endorsement and Certificates of Insurance Required The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	Insurer	Policy No.
General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)	Insurer	Policy No.
Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the DISTRICT.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: TITLE:

ADDRESS:

TELEPHONE: () DATE ISSUED:

EXHIBIT E

LABOR CODE REQUIREMENTS FOR PUBLIC WORKS PROJECTS

1. **Public Works Project/ Prevailing Wage**. The work to be performed under this Agreement is for “Public Works” within the meaning of Labor Code Sections 1720 to 1861. CONTRACTOR must therefore comply with state prevailing wage and labor law (California Labor Code Sections 1720 to 1780, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000) for work performed under this Agreement. CONTRACTOR’s obligations under prevailing wage and labor compliance laws include, among other things, to: pay at least the applicable prevailing wage and travel and subsistence payments for public works activities performed under this Agreement; comply with overtime and working hour requirements; comply with apprenticeship obligations; comply with payroll recordkeeping requirements; and comply with other obligations as required by law. Copies of the applicable prevailing wage rates are on file with the DISTRICT’s Project Manager, and shall be made available to any interested party upon request. CONTRACTOR shall ensure that the above requirements are included in all its contracts and any lower tier subcontracts for activities for the Project.
2. **Registration with Department of Industrial Relations**. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR must be registered with the Department of Industrial Relations under Labor Code section 1725.5 when bidding and throughout performance of this agreement.
3. **Wage Rates**.
 - 3(A). It shall be mandatory upon CONTRACTOR and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that CONTRACTOR shall, as a penalty to DISTRICT, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Agreement by CONTRACTOR or by any subcontractor; and CONTRACTOR agrees to comply with all provisions of Section 1775 of the Labor Code.
 - 3(B). The DISTRICT will not recognize any claim for additional compensation because of the payment by the CONTRACTOR of any wage rate in excess of the prevailing wage rate set forth in the Agreement. The possibility of wage increases is one of the elements to be considered by the CONTRACTOR in determining its bid, and will not under any circumstances be considered as the basis of a claim against the DISTRICT on the Agreement.
4. **Payroll Records**. The CONTRACTOR and each subcontractor must comply with Labor Code Section 1776 and all requirements of contractors stated therein for the maintenance, inspection and certification of payroll records. The CONTRACTOR and each subcontractor who fails to timely furnish payroll records or make the records available for inspection will forfeit to the DISTRICT the penalty for non-compliance set forth in Labor Code Section 1776 for their respective failure.
5. **Discrimination**. The CONTRACTOR and each subcontractor must comply with the anti discrimination requirements of Labor Code Section 1777.6.

EXHIBIT F

A. Required Provisions On Contract Claim Resolution

Any claim arising under this contract which the CONTRACTOR wishes to assert against the DISTRICT ("public entity") shall be governed by California Public Contract Code Section 9204. Claims which do not exceed three hundred seventy-five thousand dollars (**\$375,000**) are also subject to the provisions of Article 1.5 of the California Public Contract Code (commencing with Section 20104). Pursuant to California Public Contracts Code Section 9204, claims shall be resolved as follows:

1. (a) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
 - (b) The claimant shall furnish reasonable documentation to support the claim, pursuant to Document 00 7200 (General Conditions), Article 12.
 - (c) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
 - (d) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
2. (a) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 - (b) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement 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 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
 - (c) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - (d) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(e) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

3. Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

4. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

5. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

B. Compliance With Americans With Disabilities Act

1. CONTRACTOR acknowledges that, pursuant to the Americans with Disabilities Act (**ADA**), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. CONTRACTOR shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. CONTRACTOR agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of CONTRACTOR, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

C. Compliance With IRCA

1. CONTRACTOR acknowledges that CONTRACTOR, and all subcontractors hired by CONTRACTOR to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (**IRCA**). CONTRACTOR is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by CONTRACTOR to perform services under this Agreement are in compliance with the IRCA. In addition, CONTRACTOR agrees to indemnify, defend and hold harmless Owner, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that CONTRACTOR's employees, or employees of any subcontractor hired by CONTRACTOR, are not authorized to work in the United States for CONTRACTOR or its subcontractor and/or any other claims based upon alleged IRCA violations committed by CONTRACTOR or CONTRACTOR's subcontractors. 15

Talkington Inc. - D.B.A.



1-800-PAINTING

2750 N Graton Rd, Denair CA 95316

Ph: (209)634.1111 Fx: (209) 634.5482

WWW.LANCASTERPAINTING.COM

Lic.# 868896

Scott Burke - Stanislaus Consolidated Fire
7737 Yosemite Blvd
Modesto, CA 95357

(209) 613-3209

May 10, 2024

Project #: 23-03336

Estimator: Chris Gates

Chris@lancasterpainting.com

Thank you for the opportunity to quote the following:

Consolidated Fire No. 23 Exterior Painting

Complete Building	16,033
Metal Building (4284 sqft.)	5,635
Powerwash (Condition: 2)	
Spot Prime using SW Seal-krete (Condition: 1)	
Paint using PP DTM (coats: 2)	
Metal (400 sqft.)	877
Paint using SW Super Paint Satin (coats: 1)	
Oversized Soffits (100 lf.)	2,362
Spot Prime using KM Spot Prime Multi Purpose (Condition: 1)	
Paint using SW Super Paint Satin (coats: 2)	
DTM	
Fascia Building (336 lf.)	1,046
Spot Prime using KM Spot Prime Multi Purpose (Condition: 1)	
Paint using SW Super Paint Satin (coats: 2)	
Trim Misc (280 lf.)	861
Spot Prime using KM Spot Prime Multi Purpose (Condition: 1)	
Paint using SW Super Paint Satin (coats: 2)	
Bollards (12 qty.)	320
Paint using SW Super Paint Satin (coats: 2)	
Door Frame (6 qty.)	414
Paint using PP DTM (coats: 2)	
Door, Flat (4 qty.)	375
Prime using PP DTM (coats: 1)	
Paint using SW Solo (coats: 2)	
Door French (1 qty.)	84
Paint using PP DTM (coats: 2)	

Door Garage (2) (2 qty.)	245
Paint using SW Super Paint Satin (coats: 2)	
Door Garage (2) (2 qty.)	444
Paint using SW Super Paint Satin (coats: 2)	
Window Trim Only 2 Story (2 qty.)	100
Paint using SW Super Paint Satin (coats: 2)	
Wrought Iron Railing (25 lf.)	919
Paint using PP DTM (coats: 1)	
Paint using SW Pro Industrial DTM Acrylic Primer (coats: 1)	
Stair Stringer (25 qty.)	915
Paint using PP DTM (coats: 2)	
Foundation Build (306 lf.)	665
Masking Lf. (Detail: 4)	
Windows (12 qty.)	173
Masking ea. (Detail: 2)	
Misc Items (24 qty.)	226
Masking ea. (Detail: 1)	
Doors (4 qty.)	266
Protect Bay 'Roll-Up' Doors - No Paint!	
Masking ea. (Detail: 1)	
Job Management (1 qty.)	106
Pre-Job Visit (Service Area: 1)	
Subtotal:	16034
Adjustments:	-1546
Grand Total:	14488

Prevailing Wage Rates are applied!...Includes Front Garage Doors "Red" and Back Doors "Painted-In", as well as the Back Metal Staircase...*Discounts for Multi-Projects & Community Outreach Assistance...*Excludes Wood or Rot Repairs U.N.O. **When ready to schedule, Please Call your Rep, Chris Gates, to confirm or discuss options or allowances for repairs, schedules, pricing, colors, etc.

ESTIMATE ONLY

Due to the nature of this project, this is an estimate only for completing the job as described above based on visually observed conditions at time of estimate. Should any unforeseen conditions arise additional repairs/costs may become necessary. Customer will be notified at the time of discovery and additional charges will be discussed & agreed upon at that time.

Cost:

- We propose to furnish material and labor – complete and in accordance with the above specifications for the sum stated above. Individual tasks, if selected, may require additional pricing. Price is valid for 30 days, unless otherwise noted.

Work Standard

- Lancaster Painting is a member of the Painting and Decorating Contractors of America and upholds the standard set forth by the PDCA.
- All work is to be completed in a workman like manner according to standard practices.
- Worker/s will remain on job until completion of project.
- Work procedures as per standards of the PDCA (Painting and Decorating Contractors of America) P1-92, P2-92, P3-93, P4-94, P5-94, P7-98 and P6-99 and all other standards by reference (Standards can be obtained at www.pdca.org).
- The painting contractor will produce a “properly painted surface”. A “properly painted surface” is one that is uniform in color and sheen. It is one that is free of foreign material, lumps, skins, sags, holidays, misses, strike-through, or insufficient coverage. It is a surface that is free of drips, spatters, spills, or over-spray which the contractors’ workforce causes. Compliance to meeting the criteria of a “properly painted surface” shall be determined when viewed without magnification at a distance of five feet or more under normal lighting conditions and from a normal viewing position.

Acceptable Forms of Payment:

- **Cash**
- **Check**
- **Online banking link (EFT)**
- **All major Credit cards (Credit card payments subject to 2.5% transaction fee)**

Acceptance of proposal

- Please indicate your acceptance of this proposal by replying to this email with your acceptance or by returning a signed copy of this page and Confirmation of Pricing on page #1 to our office via fax, mail or delivery.

Signature: _____
Chris Gates

Date: May 10, 2024

Signature: _____
Scott Burke - Stanislaus Consolidated Fire

Date: May 10, 2024

Experience Reference:
Newman Police Station #13k
Livingston Fire Station 96 #15k

Estimated Duration: 1 week
Estimated Start Date: June 1, 2024, U.O.N. by Customer.
Page 3 of 3



May 7, 2024

Joaquin Painting, Inc.
1004 Carver Road
Modesto, CA 95350

209-529-8811 Phone
209-529-4205 Fax

President: Mark Butler - mark@joaquinpainting.com
General Manager: Tony Do - tony@joaquinpainting.com
Office: Christina McGuire - sales@joaquinpainting.com

Contractor's License#: 489147
DIR #: 1000019732
FIN#: 77-0547688

Project: Fire Station #23
Proposed Project Schedule
Start Date: 07/05/2024
Completion Date: 07/12/2024 (Six working days)



Estimate

1004 Carver Road Modesto, CA 95350
 Phone (209) 529-8811 Fax (209) 529-4205
 License #489147

DATE	Estimate #
5/9/2024	16219

CUSTOMER
Stanislaus Consolidated Fire Protection District 3324 Topeka Street Riverbank, CA 95367

ESTIMATOR	PROJECT
TD	7737 Yosemite Blvd, Modesto

WORK DESCRIPTION	TOTAL
Exterior - Fire Station 23: -Pressure wash to clean and remove dirt -Remove mildew using bleach solution, as needed -Prep- scrape loose and peeling paint, as needed -Prep- sand wood and metal, as needed -Prep- caulk cracks using 60 yr caulk, as needed -Prep- cover all windows, landscaping, and areas not to be painted -Paint building complete- 2 coats (includes building and 12 bollards) -Front roll up doors to be red -Etch and paint duct work -Paint only exterior of soffit Materials & Labor =	13,380.00
Option: -Paint back roll up door red Materials & Labor =	420.00
Note: -Project bid at prevailing wage	

We look forward to doing business with you! Check out our Website at www.joaquinpainting.com	TOTAL \$13,800.00
---	--------------------------



Diamond Painting Co. KK

3309 Oselot Way, Rancho Cordova, CA 95670

Phone: (916)743-8383 Cell: (707)372-7450 Fax: (916)671-3386

California State Contractors License Number 788505

An Equal Opportunity Employer

Email: kalliopi406@comcast.net

CSLB#788505, Exp 12/30/2024

DIR#1000013245, Exp 06/30/2024 (It will be renewed)

PROPOSAL

PROJECT OWNER: Stanislaus Consolidated Fire Protection District

PROJECT DESCRIPTION: Exterior Paint for Fire Station 23

PROJECT ADDRESS: 7737 Yosemite Blvd. Modesto CA 95357

PROPOSAL DATE: 05/10/2024 5pm

Proposal prepared according to project and bid description provided by Scott Burke, Battalion Chief on April 10, 2024

<u>Item</u>	<u>Description</u>	<u>Amount</u>
-------------	--------------------	---------------

SCOPE OF WORK FIRE STATION 23

Prepare surfaces and paint the exterior of fire station 23, 7737 Yosemite Blvd. Modesto CA. 95357 utilizing industry standard techniques for a one-story metal (butler) fire station operated by the Stanislaus Consolidated Fire District.

DESCRIPTION OF WORK

Paint the entirety of fire station 23, including the following:

- Prepare all surfaces to industry standard to accept paint.
- Make minor repairs as necessary.
- Spot prime repairs
- One coat of full primer to entire metal building
- Paint body with two coats Sherwin Williams 7655 Stamped Concrete.
- Paint trim / accent areas with two coats Sherwin Williams 7068 Grizzle grey.
- Paint roll up doors with "Pierce #90 Red" (an automotive color)

5-10-24
KN
Ninteen thousand dollars

TOTAL LABOR AND MATERIALS for Above Listed Project \$ 19,000.⁰⁰

General Terms and Conditions

Above price includes all labor, materials, tools, equipment and other items necessary to complete the work with the exception of the following, which should be made available to Diamond Painting Co. K K

- a) Water for clean up
- b) Electrical power supply for lighting and power tools (if any)

Payment Terms

All in accordance with the Stanislaus Consolidated Fire Protection District procedures



Submitted by: Konstantinos (Gus) Kouloulias
General Partner
Diamond Painting Co. K K

Approximate time to complete 5-10-24
the project will be 2 to 3 weeks
K.K.

PRO GROUP PAINTING
10167 Ellenwood Ave
Sacramento, CA 95827

CSLB# 884191
DIR# 1000434941
(916-880-0803)

Quote

May 7, 2024

Project:

FIRE STATION 23 - EXTERIOR PAINT
7737 Yosemite Blvd Modesto, CA 95357

Addenda Acknowledged: None

Scope of Work: Furnish all labor, material, and equipment to complete the exterior painting of subject project per specifications.

Description:

- Prepare surfaces as necessary per plans and specs.
- Mask all surfaces not included in the painting scope of work.
- Prepare and paint all exterior surfaces specified per plans and specs to be painted.
- Clean up & haul away material.

In addition to the description above, we are referencing the project specifications as part of our quote for this project.

Prepare all surfaces to industry standard to accept paint. Make minor repairs as necessary.
Paint body with two coats Sherwin Williams 7655 Stamped Concrete.
Paint trim / accent areas with two coats Sherwin Williams 7068 Grizzle grey.
Paint roll up doors with "Pierce #90 Red" (an automotive color)

Total: 91 19500.⁰⁰

Thank you for the opportunity to provide you with a quote. For questions, please contact Mike Karapetyan at (916)524-2196, Gary Simonyan (916)880-0803 or by email at progrouppainting@yahoo.com

JAUREGUY'S DESIGN & CONSTRUCTION

Jaureguy's Design and Construction

1440 Freitas Park • Turlock, CA 95380-6254 • Phone: 209 634-2002

Clint Bray
Job Address:
7737 Yosemite
Modesto, Ca 95357

Print Date: 5-8-2024

Proposal for Fire Station 23 Exterior Paint Job

4900 Exterior Paint

Cost Type	Price
Material	\$3,500.00
Labor	\$18,750.00

4900 Exterior Paint Total: \$22,250.00

Total Price: \$22,250.00

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____

COLOR NEW CO
22855 Califa St.
Woodland Hills, CA 91367
Phone: 818-884-0856
Fax: 818-884-0217
E-mail: colornewco@yahoo.com
License No. 818650
DIR Registration No. 1000001623

BID PROPOSAL

DATE: MAY 8, 2024

TO:
Administrative Office
Stanislaus Consolidated Fire Protection
3324 Topeka St
Riverbank, CA 95367

PROJECT:
Bid for Fire Station 23
Exterior paint

DESCRIPTION
<p>Color New Co provides a proposal incl. all labor, materials, tools and equipment for exterior painting of Fire Station 23</p> <p>Work to be done per provided Project and Bid Description by Stanislaus Consolidated Fire Protection</p> <p><u>Project Location:</u> Fire Station 23 7737 Yosemite Blvd. Modesto CA 95357</p> <p>Prevailing Wage project</p> <p><u>Proposed project schedule</u> Start Date May 20, 2025 Days to Complete Work: 10 days</p>
<p>Proposed Amount: \$24,000.00 not-to-exceed bid price to complete all required work</p>

Submitted by:  _____
Louis Loizu, Owner



INDUSTRIAL*COMMERCIAL*RESIDENTIAL

LICENSE# 1080977 DIR# 1000959277

cesar@primal-paint.com

117 BERNAL ROAD #70-625

SAN JOSE, CA 95119

Office: 408-462-7590/831-207-1424

Customer Name,

Primal Paint would like to thank you for the opportunity to earn your business. We strive to leave every job with customers feeling satisfied that they have received quality work. Primal paint can help improve the look and appearance of your building or home. Our painting crew will be respectful of your home/business, while providing the best service you will find in the area.

We hereby propose to furnish all the material and perform all the labor necessary for the completion of the following.

Job Name: Exterior Paint at Stanislaus Fire Protection District Fire Station 23

Bid Date: 05/10/2024

Time: 12:00PM

Location: 7737 Yosemite Blvd Modesto CA 95357

Architect: None

Estimator: Cesar Arroyo
cesar@primal-paint.com

Cell: 408-373-9822

Drawing Date: None **Revisions:** None **Addenda(s):** None

Bidding Divisions:

PAINTING:



See scope sheet below for additional pricing and information

ALTERNATES:

INCLUSIONS

1. Painting exterior previously painted.
2. The district seeks a contractor to paint the entirety of fire station 23 including the following.
Prepare all surfaces to industry standard to accept paint. Make minor repairs as necessary.
Paint body with two coats Sherwin Williams 7655 Stamped Concrete.
Paint trim / accent areas with two coats Sherwin Williams 7068 Grizzle grey.
Paint roll up doors with "Pierce #90 Red" (an automotive color)
3. Spot prime needed areas.
4. Apply two coats finish.
5. Protect areas from over spray.
6. Safety and quality control.

EXCLUSIONS

1. FRP, stripping, marker board.
2. Lead Paint Abatement
3. Fireproofing
4. Paint cabinets
5. Canopies
6. Seal flooring
7. Sealant
8. Striping/Pavement and markings

NOTES

- NOTE:** Painting to be done at regular hour M-F.
NOTE: Damage Repair Financial responsibility per PDCA Standard P1-92
NOTE: Interior & Exterior painting to be done prior installation of factory finished and natural finished surfaces.
NOTE: Colors as indicated in plans
NOTE: Based on a continuous single-phase project
NOTE: Union/Prevailing Wages.
NOTE: All material & Miscellaneous included.
NOTE:



117 BERNAL ROAD #70-625
SAN JOSE, CA 95119
Phone: 408-462-7590

Date: 05/09/2024

Bill To:

TERMS

Total Price Due Upon Completion: **\$26,800.00**

IF JOB MENTIONED IS ACCEPTED TOTAL PRICE WILL BE COLLECTED UPON COMPLETION. CLIENT MUST SIGN BELOW IF AGREE TO CONTRACT MENTIONED. IF CLIENT DECIDES TO CANCEL CONTRACT AFTER IT HAS BEEN SIGNED AND ONLY BEFORE WORK HAS BEGAN, A FEE OF \$250.00 WILL BE CHARGED FOR THE ESTIMATE/QUOTE.

NOTE: ANY AMOUNT 30 DAYS PAST DUE WILL BE SUBJECT TO A 1% PER MONTH FINANCE CHARGE. IF PAYMENT IS NOT MADE, A MECHANICS LIEN COULD BE PLACED ON YOUR PROPERTY AND ALL ADDITIONAL CHARGES TO COVER COURT FEES, ATTORNEY FEES, ETC.

X _____ X _____ Date _____
Customers Name Print Customer Signature

This proposal contains **Zero (0)** hrs. allowances for Trade Damage. It is recommended that you carry a contingency budget for anticipated trade damage touch up. Prices are based upon quoted scope of work and quote will become part of the contract documents. General Contractor to provide temporary power, task lighting, water, heating, ventilation as required per specification and one full set of plans and specifications for our use. General Contractor to ensure continuous and consistent daily workflow for all PRIMAL PAINT crews. Special attention should be paid to PDCA (Painting and Decorating Contractors of America) Standards P1 thru P10, specially P1-4 (Financial Responsibility for Trade Damage Touch up and P7-04 (Proper Sequencing. This proposal is based on all PDCA standards and can be viewed at: (www.pdca.org/standards).***BID Insurance: Bid based on 2M/2M aggregate – WC: 1M**

SALES TAX INCLUDED

VLA Construction Inc

22815 Ventura Blvd. #157

Woodland Hills, CA 91364

Business Phone: 818-225-1800 Fax Number: 818-225-8112

E-mail: VLAinc@hotmail.com / Lic.# 1040399 / DIR# 1000060242

May 10, 2024

To: The Stanislaus Consolidated Fire Protection District
Fire Station 23
7737 Yosemite Blvd. Modesto CA 95357

Attn: Deputy Chief Clint Bray
P: 209-869-7470
Email: cbray@scfpd.us

Proposal For

EXTERIOR PAINT AT STANISLAUS FIRE PROTECTION DISTRICT FIRE STATION 23

VLA Construction Inc proposes to furnish all labor, materials, tools and equipment necessary to complete the EXTERIOR PAINT AT STANISLAUS FIRE PROTECTION DISTRICT FIRE STATION 23 located at 7737 Yosemite Blvd. Modesto CA 95357. The proposal is based on the scope of work provided by the Stanislaus Consolidated Fire Protection District.

Description of experience and references are attached to this proposal.

Proposed Work Schedule: VLA Construction Inc can start the project at the Stanislaus Consolidated Fire Protection District's convenience. Completion of project will take up to 2 weeks.

Prevailing Wage applies.

Total Proposed Amount: \$36,700.00



Submitted by:
Veronique Loizu, President



Bid Notice Sheet
Station 23

Attention: Deputy Chief
Clint Bray
7737 Yosemite Blvd
Modesto, Ca 95357
Station 23

May 08, 2024

RE: (Exterior Re-paint)

Base Bid not to exceed \$ 39,000.00
Hourly rate 135.00 (For unforeseen/not described in bid forms)

General Conditions:

Outlined In attached county bid forms.

- Note: Any work not included in bid form and/ or unforeseen may result in addition cost.
- Please see proof of all required Insurances attached.
- Attached Bid Bond approval from CNA surety File# 15937187X

Once project has been approved to start allow 10 days for materials and scheduling of project.
Cbs Inc. will provide an outline of the project for casted events upon awarding them this project.
Once project starts allow 4 weeks for completion. For unforeseen/Undescribed scope allow 5 days.

We Cbs Inc. has review the Project and bid description forms, we agree to the term and conditions, we have signed and dated the areas directed.

The project Director: Brandon L. James 209 534-2165

Cbs Inc. Except the conditions and hereby approve:

_____, May 08,2024

Cbs Inc. Authorized Representative

Please forward all questions to corporate office **californiastructures@yahoo.com**



Stanislaus Consolidated Fire Protection District
3324 Topeka Street
Riverbank, CA 95367
Phone: (209) 869-7470 · Fax: (209) 869-7475
www.scfpd.us

Item 12.E

STAFF REPORT

TO: President Bernardi and Members of the Board of Directors
FROM: Deputy Chief Clint Bray
SUBJECT: Station 26 Bathroom Remodel Bids
DATE: May 16, 2024

RECOMMENDATION:

Open sealed bids, review, discuss, and award bid for the remodel of both bathrooms at Station 26.

BACKGROUND:

At the October 11th, 2023 Capital Improvements Committee meeting, it was decided that the District would pursue facility improvements and long term repairs. Currently, the District addresses issues as they arise with hopes of encountering any major and unexpected repairs.

The committee decided to pursue the three following projects as a priority:

- Exterior painting of Station 22
- Exterior painting of Station 23
- Remodel of both bathrooms at Station 26

The District opened all three projects to bid on April 23rd, 2024. Contractors turned all sealed bids in before the deadline of May 10th, 2024. Sealed bids were opened by District staff and reviewed.

FISCAL IMPACT:

As decided at the October 11th, 2023 Capital Improvements meeting, funding for these projects will come from the Capital Expenditures account. The Capital Expenditures account currently has a balance of \$870,113.54.

RECOMENDATION:

District staff recommends the Board award the Station 26 bathroom remodel project to the lowest bidder, California Building Structures Inc., with a total bid amount of \$55,000.00 with an added

performance bond for \$1,900.00 bringing the total bid amount to \$56,900.00.



Project and Bid Description

Bathroom Remodel Project at Stanislaus Fire Protection District Fire Station 26

Prepared by:
Scott Burke, Battalion Chief
March 7th, 2024

Contents

Introduction..... 3

Requirements..... 3

Scope of Work..... 3

Summary of Requirements..... 3

Onsite Visit..... 4

Bid Instructions..... 4

Evaluation Process..... 5

Questions..... 5

Timeframe..... 5

Public Records..... 5

Disclaimer..... 5

Form Agreement..... 5

-Form Public Project Agreement attached

Introduction

The Stanislaus Consolidated Fire Protection District (District) seeks bids from qualified contractors to remodel two bathrooms at Fire Station 26, located at 3318 Topeka St. Riverbank, CA 95367. The Board requests bids from individuals and companies whose combination of experience and expertise will provide timely, cost-effective and quality professional service to the District.

Requirements

- The successful bidder shall provide proof of insurance as required in the District's form Public Project Agreement attached to this document
- As a "Public Works" project and pursuant to Section 1773 of the Labor Code, the general prevailing wage rates for Stanislaus County shall apply to this contract, as determined by the Director of the California Department of Industrial Relations
- The successful bidder shall be required to execute the District's form Public Project Agreement

Scope of Work

The District is seeking a professional firm (Contractor) to complete the bathroom remodel project at Fire Station 26, located at 3318 Topeka St. Riverbank CA 95367. The chosen Contractor will be performing the following:

Fire Station 26 bathroom remodel project

Description of work:

The project is on the second floor of fire station 26. The two bathrooms being remodeled share a wall and are considered separate bathrooms with their own entry door. They each are eight feet by five feet in size. The scope of the project shall include the demolition and removal of existing features to make ready for remodel. The new bathrooms shall include the replacement of all fixtures, necessary wiring, plumbing and valves to accommodate a complete remodel.

The remodeled bathrooms shall consist of:

Toilet: Kohler Highline classic elongated toilet - white

Toilet paper holder: Commercial grade stainless steel.

Vanity: 30" double door commercial vanity - melamine dark wood grain

Sink / top and backsplash: Corian with molded sink (no seams) - Gray onyx color/white sink

Sink /shower fixtures: Delta commercial grade Stainless (Lahara)

Shower: Corian Gray Onyx Solid surface, Glass doors w/towel bar SS

Mirror: Matching vanity top size

Lights : Commercial grade LED: Main and Vanity light sufficient to provide high quality illumination.
Electric plug opposite toilet and at vanity. New switches and plugs

Exhaust fan: Commercial high capacity

Flooring: Commercial grade Luxury vinyl plank - dark color

Paint / walls: All sheet rocked textured areas with quality latex in swiss coffee or similar

Trim / base: all associated trim and baseboards to be included.

Summary of Requirements

The Contractor shall furnish all labor, materials, tools and equipment necessary to complete the scope of work.

All products used by the Contractor shall comply with all laws, codes and industry standards for the products' intended uses and shall be used in accordance with manufacturer recommendations.

The Contractor will be responsible for the protection of all items and surfaces not scheduled to be worked on, and these areas must be kept clean throughout the project. These areas include, but are not limited to, windows, walkways, doors, benches, vehicles and plant and tree material. The Contractor shall be responsible for repairing, at the Contractor's expense, any damage that results from the work.

All work performed, methods and equipment used shall be in conformance with the Prevailing State and Federal Occupational Safety and Health Act. Costs from delays and losses due to operations not in conformance to these acts, specifications, or stoppages by OSHA inspectors or the designated representative because of non-conformance shall be solely borne by the Contractor.

The Contractor shall be solely responsible for the protection and safety of the public and use appropriate means to ensure that the District's employees and the public are safe during the project.

The Contractor shall fully guarantee all work, materials and parts furnished and installed for one full year after completion. Defects shall be replaced or repaired at the Contractor's expense.

The fire station is open 24/7 and all work is to be performed in a way that emergency vehicle movement is not disturbed and impact to business traffic is minimized. Close coordination with the District's project lead will be required to plan for alternative apparatus placement and/or traffic flow during the work to be performed. The Contractor shall be responsible for site clean-up daily after work has been performed and upon the completion of the project. Removal of all debris associated with the project at the site shall be in accordance with any local, state and federal regulations. All clean up performed shall ensure the property is presentable and fully clean before the work is completed. All ladders and stacked tools and equipment stored properly each evening in an acceptable safe location determined by the on-duty Battalion Chief.

Onsite Visit

An onsite visit is tentatively scheduled for Tuesday, April 16th, with Chief Clint Bray or designee. The visit will start at 1:00 p.m. at 3318 Topeka St. Riverbank, CA 95367. All bidders are required to RSVP to Battalion Chief Scott Burke via email prior to attending at: sburke@scfpd.us

Bid Instructions

Interested individuals or firms must submit bids to Stanislaus Consolidated Fire District Attn: Deputy Chief Clint Bray. To be considered responsive, bids shall contain the following information:

- Company Information
 - Company Legal Name
 - License
 - Address
 - Phone
 - Email
- Description of experience with similar work, including recent jobs completed
- Lump sum, not-to-exceed bid price to complete all required work
- Proposed project schedule (including start date and days to complete work)
- Proof of required insurance (see attached Public Project Agreement)

Evaluation Process

District staff shall determine the lowest responsive bid from a responsible, qualified bidder (to be determined based on work experience). District reserves the right, in its sole discretion, to reject any or all bids, to re-bid, or to waive non-material defects in bidding. Final approval of any selected firm as the apparent low bidder is subject to award by the District's Board of Directors, which may choose not to award for any reason.

Questions

Questions regarding this RFP shall be submitted in writing by e-mail to Stanislaus Fire Protection District: Deputy Chief Clint Bray: cbray@scfpd.us. Verbal questions will NOT be accepted. Answers to questions shall be provided in writing after the onsite visit and shall be provided to all prospective bidders attending the onsite visit.

Timeframe

The timeframe for this bid process is as follows:

Tuesday, April 23rd – Notice inviting bids sent out by District

Friday May 3rd – Last date to submit questions to District

Friday May 10th – Last date to submit a bid/bid opening (5:00 PM)

Thursday May 16th – Bid evaluation results provided by District for Award of Contract

Public Records

All information included in this document and the bids submitted to the District is subject to disclosure per the California Public Records Act.

Disclaimer

THIS IS A REQUEST FOR BIDS ONLY. It is intended to identify potential independent contractors. The information provided in this document is subject to change and is not binding on the District. The District has not made a commitment to procure any of the items discussed or to award a contract at the conclusion of the bid process. All costs of preparing and submitting a bid shall be borne by the bidder and shall not be reimbursed. All bids and supporting information submitted become District property and will not be returned.

Form Agreement

The contract to be awarded shall be in the form of the Public Project Agreement attached on the following pages. Please be advised, the District reserves the right to make modifications and changes to the Agreement prior to execution. The bidder, however, should bid expecting that the provisions of this form Agreement will be incorporated in the awarded contract. By submitting a bid, the bidder agrees that upon award it will execute the Public Project Agreement when provided by the District and to be bound by its provisions. A bidder who takes exception to any provision of the attached form Public Project Agreement must indicate in the bid the provisions to which they object and reasons for the objection. Any exceptions taken will not be deemed non-responsive. No alterations to the form Public Project Agreement shall be made prior to execution of the Agreement by the successful bidder, unless it is in response to an exception raised in the bid.

PUBLIC PROJECT AGREEMENT
FOR
BATHROOM REMODEL PROJECT AT
Stanislaus Consolidated Fire Protection District, FIRE STATION 26

This Agreement is made and entered into as of the _____ day of _____, 2024 by and between the Stanislaus Consolidated Fire Protection District hereinafter called "DISTRICT" and _____ hereinafter called "CONTRACTOR".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That DISTRICT desires to engage CONTRACTOR to perform work on a public works project;
- B. That CONTRACTOR is qualified to provide such services to the DISTRICT and;
- C. That the DISTRICT has elected to engage the services of CONTRACTOR upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONTRACTOR under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONTRACTOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination.

(a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONTRACTOR.

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, DISTRICT shall compensate CONTRACTOR for services rendered, and reimburse CONTRACTOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of DISTRICT to terminate this Agreement for cause, or otherwise

to exercise such rights or pursue such remedies as may accrue to DISTRICT hereunder.

3. Compensation; Expenses; Payment. DISTRICT shall compensate CONTRACTOR for all services performed by CONTRACTOR hereunder in an amount based upon CONTRACTOR's hourly rates during the time of the performance of said services. A copy of CONTRACTOR's hourly rates for which services hereunder shall be performed are set forth in CONTRACTOR's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum _____ (\$ _____) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs by amendment to this Agreement.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefore by CONTRACTOR to DISTRICT, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event DISTRICT desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized by amendment in advance of the performance. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONTRACTOR shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONTRACTOR hereunder. Said records shall be available to DISTRICT for review and copying during regular business hours at CONTRACTOR's place of business or as otherwise agreed upon by the parties. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to DISTRICT, become the property of DISTRICT.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONTRACTOR. CONTRACTOR represents that it has the necessary professional skills to perform the

services required and the DISTRICT shall rely on such skills of the CONTRACTOR to do and perform the work. In performing services hereunder CONTRACTOR shall adhere to the standards generally prevailing for the performance of services similar to those to be performed by CONTRACTOR hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to DISTRICT, become the property of DISTRICT.
9. Relationship of Parties. It is understood that the relationship of CONTRACTOR to the DISTRICT is that of an independent contractor and all persons working for or under the direction of CONTRACTOR are its agents or employees and not agents or employees of the DISTRICT.
10. Schedule. CONTRACTOR shall adhere to the schedule set forth in Exhibit A; provided, that DISTRICT shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONTRACTOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONTRACTOR's officers or employees.

CONTRACTOR acknowledges the importance to DISTRICT of DISTRICT's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONTRACTOR hereby agrees to defend, indemnify, and save harmless DISTRICT, its boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, DISTRICT, its boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONTRACTOR, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONTRACTOR to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONTRACTOR to indemnify DISTRICT, its boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONTRACTOR shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, and owned and non-owned and hired automobile liability insurance coverage relating to CONTRACTOR's services to be performed hereunder covering DISTRICT's risks in form subject to the approval of the DISTRICT Attorney and/or DISTRICT's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

Insurance Category Minimum Limits

Workers' Compensation statutory minimum

Employer's Liability \$1,000,000 per accident for bodily injury or disease

Commercial General Liability \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage

Automobile Liability \$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONTRACTOR's vehicle usage in performing services hereunder)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the DISTRICT as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONTRACTOR agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONTRACTOR shall agree to be bound to CONTRACTOR and DISTRICT in the same manner and to the same extent as CONTRACTOR is bound to DISTRICT under this Agreement and its accompanying

documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONTRACTOR shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the DISTRICT prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONTRACTOR shall, on the Insurance Coverage form provided in Exhibit C or similar, furnish DISTRICT with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment) after DISTRICT shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
- (b) Providing that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- (c) Naming the Stanislaus Consolidated Fire Protection District, its officers, boards, commissions, employees, and agents, as additional insureds; and
- (d) Providing that CONTRACTOR's insurance coverage shall be primary insurance with respect to Stanislaus Consolidated Fire Protection District, its officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by DISTRICT for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONTRACTOR's insurance and not contributory with it. CONTRACTOR and its insurer may not seek contribution from DISTRICT's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of DISTRICT, to the extent required by this Agreement, before the DISTRICT's insurance or self-insurance may be called upon to protect DISTRICT as a named Insured.

All self-insured retentions (SIR) must be disclosed to DISTRICT for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that

the SIR may be satisfied by either the named CONTRACTOR/Named Insured or DISTRICT.

DISTRICT reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONTRACTOR and DISTRICT in the same manner and to the same extent as CONTRACTOR is bound to DISTRICT under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONTRACTOR shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONTRACTOR fails to obtain or maintain completed operations coverage as required by this Agreement, the DISTRICT at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

13. WORKERS' COMPENSATION. CONTRACTOR certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONTRACTOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. PREVAILING WAGES. The services to be performed include public works within the meaning of Labor Code Sections 1720 through 1861, and CONTRACTOR must comply with state laws pertaining to prevailing wage and labor requirements, as more fully described in Exhibit E attached hereto and incorporated in this Agreement by reference.
15. NON-DISCRIMINATION. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which

prohibits discrimination on the basis of disability by public entities. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.

16. Notice. All notices required by this Agreement shall be given to the DISTRICT and CONTRACTOR in writing, by first class mail, postage prepaid, addressed as follows:

DISTRICT: Stanislaus Consolidated Fire Protection District
3324 Topeka St.
Riverbank, CA 95367
Attention: Deputy Chief Clint Bray

CONTRACTOR: _____
(Fill in CONTRACTOR Name, Address, Phone
Number, and Project Manager for
CONTRACTOR)

17. Non-Assignment. This Agreement is not assignable either in whole or in part.
18. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
19. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
20. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
21. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
22. Conflict of Interest. CONTRACTOR may serve other clients, but none who conduct business would place CONTRACTOR in a "conflict of interest" as that term is defined in State law.

23. Payment Bond. Pursuant to Civil Code section 9550, if the not-to-exceed compensation to be paid to CONTRACTOR under Section 3, above, is in excess of twenty-five thousand dollars (\$25,000), CONTRACTOR shall submit a payment bond acceptable to DISTRICT prior to the commencement of work.

24. Entire Agreement. This Agreement, including Exhibits A, B C, D, E, and F, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.
Stanislaus Consolidated Fire Protection District

Dated: _____ Clint Bray, Deputy Chief

Dated: _____ Greg Bernardi, Board President

APPROVED AS TO FORM

Dated:

Frank Splendorio, District Legal Counsel

CONTRACTOR

Dated:

Name & Title of CONTRACTOR
Authorized to Sign

EXHIBIT A

SCOPE OF WORK AND SCHEDULE FOR Bathroom Repair Project at Stanislaus Consolidated Fire Protection District Station 26

Scope of Work

The District is seeking a professional firm (Contractor) to complete the bathroom remodel project at Stanislaus Consolidated Fire Protection District station 26, 3318 Topeka St. Riverbank, CA 95367

Contractor will be performing the following:

Remodel Two Fire Station Bathrooms:

Fire Station 26 bathroom remodel project

Description of work:

The project is on the second floor of fire station 26. The two bathrooms being remodeled share a wall and are considered separate bathrooms with their own entry door. They each are eight feet by five feet in size. The scope of the project shall include the demolition and removal of existing features to make ready for remodel. The new bathrooms shall include the replacement of all fixtures, necessary wiring, plumbing and valves to accommodate a complete remodel.

The remodeled bathrooms shall consist of:

Toilet: Kohler Highline classic elongated toilet - white

Toilet paper holder: Commercial grade stainless steel.

Vanity: 30" double door commercial vanity - melamine dark wood grain

Sink / top and backsplash: Corian with molded sink (no seams) - Gray onyx color/white sink

Sink /shower fixtures: Delta commercial grade Stainless (Lahara)

Shower: Corian Gray Onyx Solid surface, glass doors with towel bar SS

Mirror: Matching vanity top size

Lights : Commercial grade LED: Main and Vanity light sufficient to provide high quality illumination.

Electric plug opposite toilet and at vanity. New switches and plugs

Exhaust fan: Commercial high capacity

Flooring: Commercial grade Luxury vinyl plank - dark color

Paint / walls: All sheetrocked textured areas with quality latex in swiss coffee or similar

Trim / base: all associated trim and baseboards to be included.

All work is to be completed within 120 days of contract signing.

EXHIBIT B

CONTRACTOR'S FEE SCHEDULE

EXHIBIT C

INSURANCE FORMS

CONTRACTOR shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form

EXHIBIT D

This INSURANCE COVERAGE FORM modifies or documents insurance provided under the following:

Named Insured: Effective Work Date(s):

Description of Work/Locations/Vehicles:

ADDITIONAL INSURED: Stanislaus Consolidated Fire Protection District (DISTRICT)
3324 Topeka St. Riverbank, CA 95367
Attention: _____

Contract Administrator

Endorsement and Certificates of Insurance Required The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	Insurer	Policy No.
General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)	Insurer	Policy No.
Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the DISTRICT.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: TITLE:

ADDRESS:

TELEPHONE: () DATE ISSUED:

EXHIBIT E

LABOR CODE REQUIREMENTS FOR PUBLIC WORKS PROJECTS

1. **Public Works Project/ Prevailing Wage**. The work to be performed under this Agreement is for “Public Works” within the meaning of Labor Code Sections 1720 to 1861. CONTRACTOR must therefore comply with state prevailing wage and labor law (California Labor Code Sections 1720 to 1780, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000) for work performed under this Agreement. CONTRACTOR’s obligations under prevailing wage and labor compliance laws include, among other things, to: pay at least the applicable prevailing wage and travel and subsistence payments for public works activities performed under this Agreement; comply with overtime and working hour requirements; comply with apprenticeship obligations; comply with payroll recordkeeping requirements; and comply with other obligations as required by law. Copies of the applicable prevailing wage rates are on file with the DISTRICT’s Project Manager, and shall be made available to any interested party upon request. CONTRACTOR shall ensure that the above requirements are included in all its contracts and any lower tier subcontracts for activities for the Project.
2. **Registration with Department of Industrial Relations**. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR must be registered with the Department of Industrial Relations under Labor Code section 1725.5 when bidding and throughout performance of this agreement.
3. **Wage Rates**.
 - 3(A). It shall be mandatory upon CONTRACTOR and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that CONTRACTOR shall, as a penalty to DISTRICT, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Agreement by CONTRACTOR or by any subcontractor; and CONTRACTOR agrees to comply with all provisions of Section 1775 of the Labor Code.
 - 3(B). The DISTRICT will not recognize any claim for additional compensation because of the payment by the CONTRACTOR of any wage rate in excess of the prevailing wage rate set forth in the Agreement. The possibility of wage increases is one of the elements to be considered by the CONTRACTOR in determining its bid, and will not under any circumstances be considered as the basis of a claim against the DISTRICT on the Agreement.
4. **Payroll Records**. The CONTRACTOR and each subcontractor must comply with Labor Code Section 1776 and all requirements of contractors stated therein for the maintenance, inspection and certification of payroll records. The CONTRACTOR and each subcontractor who fails to timely furnish payroll records or make the records available for inspection will forfeit to the DISTRICT the penalty for non-compliance set forth in Labor Code Section 1776 for their respective failure.
5. **Discrimination**. The CONTRACTOR and each subcontractor must comply with the anti discrimination requirements of Labor Code Section 1777.6.

EXHIBIT F

A. Required Provisions On Contract Claim Resolution

Any claim arising under this contract which the CONTRACTOR wishes to assert against the DISTRICT ("public entity") shall be governed by California Public Contract Code Section 9204. Claims which do not exceed three hundred seventy-five thousand dollars (**\$375,000**) are also subject to the provisions of Article 1.5 of the California Public Contract Code (commencing with Section 20104). Pursuant to California Public Contracts Code Section 9204, claims shall be resolved as follows:

1. (a) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
 - (b) The claimant shall furnish reasonable documentation to support the claim, pursuant to Document 00 7200 (General Conditions), Article 12.
 - (c) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
 - (d) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
2. (a) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 - (b) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement 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 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
 - (c) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - (d) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(e) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

3. Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

4. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

5. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

B. Compliance With Americans With Disabilities Act

1. CONTRACTOR acknowledges that, pursuant to the Americans with Disabilities Act (**ADA**), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. CONTRACTOR shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. CONTRACTOR agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of CONTRACTOR, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

C. Compliance With IRCA

1. CONTRACTOR acknowledges that CONTRACTOR, and all subcontractors hired by CONTRACTOR to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (**IRCA**). CONTRACTOR is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by CONTRACTOR to perform services under this Agreement are in compliance with the IRCA. In addition, CONTRACTOR agrees to indemnify, defend and hold harmless Owner, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that CONTRACTOR's employees, or employees of any subcontractor hired by CONTRACTOR, are not authorized to work in the United States for CONTRACTOR or its subcontractor and/or any other claims based upon alleged IRCA violations committed by CONTRACTOR or CONTRACTOR's subcontractors.



Bid Notice Sheet
Station 26

Attention: Deputy Chief
Clint Bray
3318 Topeka St.
Riverbank, Ca 95367
Station 26

May 08, 2024

RE: (Bathrooms remodel)

Base Bid not to exceed \$ 55,000.00
Hourly rate 135.00 (For unforeseen/not described in bid forms)

General Conditions:

Outlined In attached county bid forms.

- Note: Any work not included in bid form and/ or unforeseen may result in addition cost.
- Please see proof of all required Insurances attached.
- Attached Bid Bond approval from CNA surety File# 15937187X

Once project has been approved to start allow 10 days for materials and scheduling of project.

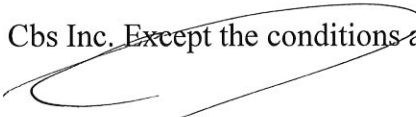
Cbs Inc. will provide an outline of the project for casted events upon awarding them this project.

Once project starts allow 6 weeks for completion. For unforeseen/Undescribed scope allow 10 days.

We Cbs Inc. has review the Project and bid description forms, we agree to the term and conditions, we have signed and dated the areas directed.

The project Director: Brandon L. James 209 534-2165

Cbs Inc. ~~Except the conditions~~ and hereby approve:


_____, May 08,2024
Cbs Inc. Authorized Representative

Please forward all questions to corporate office **californiastructures@yahoo.com**

May 10, 2024

E24.032

Mr. Clint Bray, Deputy Chief
STANISLAUS CONSOLIDATED FIRE DISTRICT
3324 Topeka Street
Riverbank, CA 95367

Re: PROPOSAL FOR CONSTRUCTION SERVICES

Remodel of Two Restrooms
Fire Station 26
3318 Topeka Street, Riverbank, CA 95367

Mr. Bray,

Thank you for inviting Valley Construction Services, Inc. (VCSI) to submit this Proposal for Construction Services related to the above-referenced project. VCSI's proposed services are detailed below.

PROPOSED SERVICES

VCSI will provide labor, materials, equipment, subcontractors and other services required to perform the Restroom Remodel work in strict accordance with SCFPD's Project and Bid Description, dated March 7, 2024, attached. VCSI's proposal specifically includes the following:

- Product submittals for approval by SCFPD's
- Supervision and layout
- Dust protection
- Daily cleanup
- Interior soft demolition, off-haul to dump
- An allowance of 32 hours has been included for misc. carpentry repairs for unknown conditions discovered during demolition
- Two new 30" double door commercial grade vanities, melamine dark wood grain
- New door trim on one side only for two doors (existing doors, frames, hardware to remain)
- New drywall at all walls and ceiling where finishes removed
- Painting at all new drywall where not concealed by shower
- New luxury grade vinyl plank flooring and wood base inside two restrooms
- Two toilet dispensers, commercial grade, stainless
- Two mirrors to match vanity top size



- Plumbing:
 - Two Kohler Highline Classic Toilets, white
 - Two sink tops/backsplash, Corian (or equal) with molded sink (no seams), gray onyx or white
 - Two each sink and shower fixtures, Delta commercial grade stainless (Lahara)
 - Two shower enclosures, Corian (or equal) solid surface
- Two shower glass doors with towel bar, stainless
- Electrical:
 - Commercial grade LED lights, three per restroom, new switching
 - Electrical outlets, two per restroom
 - Commercial grade, high capacity exhaust fan, one per restroom new switching

TIMELINE

- Submittals and procurement: 4 weeks
- Construction: 8-10 weeks

BID AMOUNT

The basis of Client payments to VCSI shall be lump sum as follows:

BASE BID: Remodel of Two Restrooms	\$136,986.00
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Client will be billed monthly. Invoiced amounts are payable and due within thirty (30) days from receipt of invoice. Invoices for which payment is not received within 45 days will accrue a 1.5% per month late charge (18% Annual Percentage Rate). VCSI's Hourly Rate Schedule is attached.

CLARIFICATIONS & EXCLUSIONS

1. All work is priced as prevailing wage in compliance with Department of Industrial Relations requirements.
2. This proposal assumes this work will be completed without permits or inspections.
3. Temporary toilet and handwash are excluded. This proposal assumes toilet and handwash facilities will be available on site for VCSI's construction personnel.
4. Temporary fencing is excluded.
5. This proposal assumes construction power and water will be available at the site.
6. No fire sprinkler work is included.
7. All existing doors, frames, hardware will remain as-is.
8. Client will remove all furniture and equipment prior to start of construction.
9. It is assumed new sewer vent piping can be combined with existing vents so that new roof penetrations are not required.
10. Restroom door signs are not included.

11. Instahot water heaters are excluded.
12. Hazmat abatement is excluded.
13. Construction contingencies are excluded.
14. All work will be performed between 7:00am – 4:00pm Monday through Friday. After hours, overtime, holiday, or weekend work is excluded.
15. No services other than the proposed services specifically identified in this proposal are included.
16. VCSI will accept no responsibility for existing site conditions, deficiencies, violations, hazardous materials, contamination that may exist on the site.
17. VCSI personnel will not work with hazardous or contaminated materials.
18. Client will be responsible for any permit, agency or utility company fees.
19. Any other services not specifically included above will incur additional cost at time-and-material rates in effect at the time of the request.
20. VCSI provides the following standard insurance coverages; if additional coverages are requested by Client, they will be provided upon acceptance by Client of additional premium:
 - a. General Liability: \$1million per occurrence/\$2million aggregate/\$1million umbrella
 - b. Automobile Liability: \$1million per occurrence/\$1million umbrella
 - c. Workers Comp: \$1million policy limit (per statute)

Respectfully submitted,

VALLEY CONSTRUCTION SERVICES, INC.
CA License 1108389


Wes Eckhart
General Manager
(209) 304-9830
weckhart@vcsi.com

This Proposal is accepted as presented above,

STANISLAUS CONSOLIDATED
FIRE PROTECTION DISTRICT

Signature of Authorized Representative

Printed Name and Title

Date

JAUREGUY'S DESIGN & CONSTRUCTION

Jaureguy's Design and Construction

1440 Freitas Park • Turlock, CA 95380-6254 • Phone: 209 634-2002

Clint Bray
Job Address:
3318 Topeka st.
Riverbank, ca 95367

Print Date: 5-8-2024

Proposal for Fire Station 26 Bathroom Remodels

1300 Demolition

1300 Demolition Total: \$15,937.50

3600 Plumbing

3600 Plumbing Total: \$18,525.00

5900 Interior Paint

5900 Interior Paint Total: \$10,937.50

3700 Electrical

3700 Electrical Total: \$5,800.00

5710 Electrical Fixtures

5710 Electrical Fixtures Total: \$2,500.00

5610 Plumbing Fixtures

5610 Plumbing Fixtures Total:

\$4,687.50

5300 Tile and Stone

5300 Tile and Stone Total:

\$40,625.00

5000 Drywall

5000 Drywall Total:

\$18,375.00

5400 Cabinets

5400 Cabinets Total:

\$1,800.00

Total Price: \$119,187.50

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:

2024 Summary by Station

Month	Fire 100	Reture/ Explosion 200	EMS/ Rescue 300	Hazardous Condition 400	Service Call 500	Good Intent 600	False Call 700	Severe Weather 800	Other 900	Shift Totals
Jan-24	19	0	318	5	29	78	30	0	2	481
Feb-24	18	0	276	13	44	61	10	0	3	425
Mar-24	17	1	258	5	40	62	14	0	0	397
Apr-24	29	0	440	4	37	98	15	0	1	624
May-24										0
Jun-24										0
Jul-24										0
Aug-24										0
Sep-24										0
Oct-24										0
Nov-24										0
Dec-24										0
TOTAL	83	1	1292	27	150	299	69	0	6	1927

2024 Total Summary by Apparatus

Month	Fire 100	Reture/ Explosion 200	EMS/ Rescue 300	Hazardous Condition 400	Service Call 500	Good Intent 600	False Call 700	Severe Weather 800	Other 900	Shift Totals
Jan-24	41	0	354	10	32	110	32	0	3	582
Feb-24	52	0	330	23	52	98	13	1	4	573
Mar-24	38	2	330	12	49	109	17	0	0	557
Apr-24										0
May-24										0
Jun-24										0
Jul-24										0
Aug-24										0
Sep-24										0
Oct-24										0
Nov-24										0
Dec-24										0
TOTAL	131	2	1014	45	133	317	62	1	7	1712

2024 Admin Totals (Chief, BC, and Training)

Month	Fire 100	Reture/ Explosion 200	EMS/ Rescue 300	Hazardous Condition 400	Service Call 500	Good Intent 600	False Call 700	Severe Weather 800	Other 900	Shift Totals
Jan-24	9	0	7	2	1	13	0	0	0	32
Feb-24	10	0	7	3	1	10	0	0	0	31
Mar-24	7	0	14	5	3	9	2	0	0	40
Apr-24										0
May-24										0
Jun-24										0
Jul-24										0
Aug-24										0
Sep-24										0
Oct-24										0
Nov-24										0
Dec-24										0
TOTAL	26	0	28	10	5	32	2	0	0	103

Shift A	1	0	3	0	0	2	0	0	0	6
Shift B	0	0	24	0	4	4	0	0	0	32
Shift C	0	0	1	0	0	0	0	0	0	1
Total	1	0	28	0	4	6	0	0	0	39

Station 26 (Riverbank)										
Shift A	0	0	30	0	4	7	0	0	0	41
Shift B	4	0	32	0	9	6	3	0	0	54
Shift C	0	0	26	1	3	11	3	0	0	44
Total	4	0	88	1	16	24	6	0	0	139

District Totals	16	0	305	2	35	61	14	0	0	433
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March Monthly **Apparatus Response** Summary by Station and Shift

Report Date Range: March 1 - March 31, 2024

	Fire 100	Rupture/ Explosion 200	EMS/ Rescue 300	Hazardous Condition 400	Service Call 500	Good Intent 600	False Call 700	Severe Weather 800	Other 900	Shift Totals
Station 21 (Airport)										
Shift A	6	0	37	0	1	9	1	0	0	54
Shift B	3	0	39	0	4	11	2	0	0	59
Shift C	4	0	32	1	4	2	1	0	0	44
Total	13	0	108	1	9	22	4	0	0	157
Station 22 (Empire)										
Shift A	0	0	14	1	0	3	0	0	0	18
Shift B	1	0	14	1	1	11	1	0	0	29
Shift C	1	0	19	0	0	3	0	0	0	23
Total	2	0	47	2	1	17	1	0	0	70
Station 23 (Fruit Yard)										
Shift A	1	0	3	0	0	1	0	0	0	5
Shift B	1	0	11	0	1	5	1	0	0	19
Shift C	0	0	1	0	0	0	0	0	0	1
Total	2	0	15	0	1	6	1	0	0	25
Station 24 (Waterford)										
Shift A	3	0	20	0	5	3	2	0	0	33
Shift B	0	0	24	0	2	6	0	0	0	32
Shift C	0	0	16	0	0	2	1	0	0	19
Total	3	0	60	0	7	11	3	0	0	84
Station 26 (Riverbank)										
Shift A	0	0	33	0	4	8	0	0	0	45
Shift B	4	0	33	0	9	8	0	3	0	57
Shift C	0	0	26	1	3	11	3	0	0	44
Total	4	0	92	1	16	27	3	3	0	146

District Totals

24

0

322

4

34

83

12

3

0

482

Shift C	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0

Prevention 2

Shift A	0	0	0	0	0	0	0	0	0	0	0	0
Shift B	0	0	0	0	0	0	0	0	0	0	0	0
Shift C	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0

District Total	2	0	3	0	0	7	0	0	0	0	0	12
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Stanislaus Consolidated Fire Protection District
 3324 Topeka Street
 Riverbank, CA 95367
 Phone: (209) 869-7470 · Fax: (209) 869-7475
www.scfpd.us

STAFF REPORT

TO: President Bernardi and Members of the Board of Directors

FROM: Captain Tim Johnson, Training Officer

SUBJECT: April Training Report

DATE: May 2, 2024

Completed Training for April

- Total Hours of Training – 1,969 hours.

April Training

- MST crews completed RT130 training at Woodward Reservoir
- The MST Engineer Academy has been completed. A total of 22 MST personnel went through the academy. Four of the personnel were from our agency. Congratulations to Engineer Leslie, Engineer Baker, Firefighter Tobin, and Firefighter Voss for completing the academy.
- Training Hours Summary:

Topic	Hours	Topic	Hours
Policy and Procedure Review	55	Annual Mandated Training	26
Building Construction	18	Aerial Ops Training	12
Driver Training	68	Emergency Operations Training	26
EMS Training	86	Fire Prevention Training	29
Fire Suppression Training	69	Fire Fighter Survival	18
Forcible Entry	33	Hose Operations	86
Ladder	37	Paramedic School	328
Peer Support	98	Incident Planning (Pre/Post)	21
RT-130 – Wildland Refresher	126	Tech Rescue	81
Vehicle Extrication	36		

May Training

- EMS Quarterly Training is being held at station 22. Training and Skill Signoffs will be for Trauma Assessment, Spinal Movement Restriction, Hemorrhagic Control, and Shock Management.
- MST crews are enrolling in an MJC course as part of our roll out for our training agreement with the MJC/RFTC. The ISA Program is similar to the CalJAC program and will include all personnel not enrolled in CalJAC.
- Probationary Firefighters and their crews are preparing for their seven-month test which is scheduled in June.