

**FRESNO COUNTY FIRE PROTECTION DISTRICT**

Board of Directors – Regular Meeting  
April 19, 2023 – 6:00 p.m.  
Mid Valley Regional Fire Training Center  
9594 E. American Ave.  
Del Rey, California

**MINUTES**

MEMBERS PRESENT: Arabian, Richter, Mendes, and Bulla. Furrer and Chavez via teleconference.

MEMBERS ABSENT: None

STAFF: Hail, Michaels, Chrisman, Castaneda, and Wittwer via Teams

LEGAL COUNSEL: Ross

GUESTS:

**ROLL CALL**

Vice President Arabian requested a roll call from the Clerk of the Board. There were six (6) members present.

**PLEDGE OF ALLEGIANCE**

Vice President Arabian called the meeting to order at 6:00pm and Vice President Arabian opened with the Pledge of Allegiance.

**INTRODUCTIONS/PRESENTATIONS**

None

**CHANGES/CONFIRMATION OF AGENDA**

None

**Agenda Item 1 - PUBLIC COMMENTARY**

None

**CONSENT AGENDA (Items 2-8)**

UPON MOTION BY DIRECTOR RICHTER, SECOND BY DIRECTOR BULLA AND CARRIED BY UNANIMOUS VOTE (6-0), TO APPROVE CONSENT AGENDA ITEMS NUMBERS 2-8.

No Public Comment.

**OLD BUSINESS**

**Agenda Item 9 – Second Reading Ordinance No. 2023-02 Board Member Compensation.**

UPON MOTION BY DIRECTOR RICHTER, SECOND BY DIRECTOR BULLA CARRIED BY UNANIMOUS VOTE (6-0), ON ORDINANCE NO. 2023-02 BOARD MEMBER COMPENSATION.

**NEW BUSINESS**

**Agenda Item 10 – D-P Consulting Engagement Letter**

UPON MOTION BY DIRECTOR FRANCISCO, SECOND BY DIRECTOR ARABIAN CARRIED BY UNANIMOUS VOTE (6-0), TO APPROVE THE D-P CONSULTING ANNUAL CONSULTANT SERVICES ENGAGEMENT LETTER FOR FISCAL YEAR 2023.

No Public Comment.

**Agenda Item 11 – Auditors Report for Fiscal Year 21/22**

UPON MOTION BY DIRECTOR RICHTER, SECOND BY DIRECTOR CHAVEZ CARRIED BY UNANIMOUS VOTE (6-0), TO APPROVE THE AUDITOR'S REPORT FOR FISCAL YEAR 21/22.

No Public Comment.

**Agenda Item 12 – Rural Fire Capacity Grant Application 2023**

UPON MOTION BY PRESIDENT FURRER, SECOND BY DIRECTOR BULLA CARRIED BY UNANIMOUS VOTE (6-0), TO APPROVE THE RURAL FIRE CAPACITY GRANT APPLICATION 2023.

**Agenda Item 13 – Board Member Agenda Requests/Reports**

None

**Agenda Item 14 – Staff Reports**

1. Chief Hail stated they have been having meetings to plan for flooding issues.
2. AC Wittwer advised station 85 received their generator. On April 26 the generator will be installed. They will saw cut the concrete at station 93 for the gas line on Monday. They trenched today.
3. AC Wittwer advised The Training Center will be getting the asphalt resealed on the weekend of 5/13/2023.
4. AC Wittwer stated the shop has been engaged on completing annual services for all 4-wheel drive vehicles for fire season.

5. AC Wittwer stated Battalion 81 was put into service last month.
6. AC Michaels discussed they are conducting annual inspections on the facilities in the unit.
7. AC Michaels explained how Stacey Nolan and BC Seth Brown are creating ISO flyers for the high-risk businesses in the area.
8. AC Michaels discussed the intern working in the District is from ROP design. They will be working on flyers and media. He also stated there will be a few more interns from Mechanics ROP in Sanger Unified. They will be working 100hrs and are paid through the school district.
9. AC Michaels discussed the -water rescue night drills with Fresno County Sheriffs and Fresno Fire Department.

**Agenda Item 15 – Legal Counsel Reports**

Legal Counsel Report on legal authority pertaining to Board Member compensation and benefits.

UPON MOTION BY DIRECTOR MENDES AND SECOND BY DIRECTOR CHAVEZ AND CARRIED BY UNANIMOUS VOTE (6-0) IN FAVOR, TO ADJOURN THE MEETING.

**ADJOURNMENT** – The meeting was adjourned at 7:18 p.m.

The next Regular Board meeting will be held on June 21, 2023.

**Fresno County Fire Protection District**

**Unpaid Bills**

**May 2023**

<b>Vendor</b>	<b>Date</b>	<b>Invoice Number</b>	<b>Memo</b>	<b>Amount</b>
<b>A T &amp; T - 5014</b>	4/16/23	317198782	Internet, ECC	\$203.30
<b>A T &amp; T - 5025</b>	4/1/23	2384510082	Telephone Service	\$176.69
	4/7/23	2342714938	Telephone Service, ECC	\$102.96
	4/10/23	2342714908	Telephone Service	\$98.56
	4/10/23	2342714909	Telephone Service	\$98.56
	5/1/23	2384510082	Telephone Service	\$176.69
	5/1/23	2342714965	Telephone Service, ECC	\$98.08
<b>A T &amp; T - CalNet</b>	5/1/23	9391062058 19880392	Telephone Service, Stn. 85	\$65.61
	4/13/23	9391062052	Telephone Service, Stn. 89	\$54.83
	4/13/23	9391062054	Telephone Service, Stn. 86	\$55.14
	4/13/23	9391062057	Telephone Service, Stn. 74	\$24.26
	4/13/23	9391062059	Telephone Service, Stn. 87	\$72.20
	4/13/23	9391062060	Telephone Service, Stn. 71	\$25.61
	4/13/23	9391062061	Telephone Service, Stn. 96	\$76.59
	4/13/23	9391062062	Telephone Service, Stn. 90	\$49.68
	4/13/23	9391062064	Telephone Service, Stn. 90	\$29.68
	4/13/23	9391062065	Telephone Service, Stn. 82	\$132.43
	4/13/23	9391062066	Telephone Service, Stn. 83	\$54.42
	4/13/23	9391062067	Telephone Service, Stn. 94	\$55.41
	4/13/23	9391064783	Telephone Service, ECC	\$125.99
	4/15/23	9391062068	Telephone Service, Stn. 93	\$55.21
<b>Bakman Water Company Inc.</b>	5/1/23	6800100	Fire Hydrants May/June	\$2,322.55
<b>BCT Consulting, Inc.</b>	5/1/23	2059-05012023-26	Telephone Service, Protection/Planning	\$270.00
<b>BVI Construction, Inc.</b>	5/2/23	050223	Parlier Station Remodel	\$88,011.29
<b>CalNeva Broadband LLC</b>	4/26/23	7046	Internet Service, Stn. 93	\$105.90
<b>Caruthers Community Service District</b>	5/1/23	050123	Utilities, Stn. 90	\$85.00
<b>Central State Inc.</b>	4/14/23	A-59236	Toilet Rental, Stn. 75	\$42.80
<b>City Of Fresno Utilities</b>	4/7/23	40723	Water Service, Stn. 87	\$259.53
<b>Coalinga Hardware</b>	4/12/23	816552	Station Maintenance, Stn. 94	\$71.79
	4/18/23	816690	Station Maintenance, Stn. 94	\$140.31
	4/27/23	816896	Station Maintenance, Stn. 94	\$123.11
	5/2/23	817009	Station Maintenance, Stn. 94	\$134.03

Vendor	Date	Invoice Number	Memo	Amount
<b>Comcast - 60533</b>	4/16/23	41623	Internet Service, Protection/Planning	\$236.68
	4/22/23	42223	Internet Service, Del Rey	\$465.68
<b>Cook's Communications Corp.</b>	4/30/23	153675	Repeater Sites	\$2,245.20
<b>County of Fresno Dept. of Public Works</b>	5/4/23	261984	Conditional Use Permit Extension, Stn. 72	\$2,280.75
<b>County of Fresno Employee Benefits</b>	5/3/23	050323	Billing Period June 2023	\$13,360.51
<b>Culligan Water</b>	4/30/23	192698	Monthly Service, Stn. 82 & Shop	\$173.00
<b>Daniel Cheney</b>	4/25/23	42523	Protection / Planning Office Lease, May	\$1,300.00
<b>Dept. of Forestry &amp; Fire Protection</b>	2/15/23	167642	PCA 47704, Schedule A, 2nd Qtr. Actual	\$6,522,159.79
<b>Diamondback Fire &amp; Rescue Inc.</b>	5/2/23	25988	Equipment, E71	\$7,428.10
<b>Fire Agencies Self Insurance System</b>	5/5/23	FASIS-2023-0536	2021/2022 Payroll Audit Adjustment	\$23,294.00
<b>Fire Safety Solutions Inc.</b>	5/2/23	FCF-4-2023	Fire Protection Engineering Services	\$10,200.00
<b>First Advantage</b>	3/31/23	5524192303	Employee Background Verifications	\$94.88
<b>Frontier Communications</b>	3/13/23	4081997782	Telephone Service	\$63.14
	3/19/23	5597873067	Telephone Service, Stn. 77	\$155.35
	3/19/23	2091481721	Telephone Service	\$26.17
	4/13/23	4081997782	Telephone Service	\$46.06
	4/19/23	5597873067	Telephone Service, Stn. 77	\$151.16
	4/22/23	5596985500	Telephone Service, Stn. 95	\$309.96
<b>Industrial Waste &amp; Salvage Corp.</b>	4/1/23	873308	Waste Disposal, Stn. 89	\$168.72
	5/1/23	891974	Waste Disposal, Stn. 89	\$168.72
<b>Jeff Katz Architecture</b>	4/30/23	21667	Station 71 Addition	\$2,400.00
<b>Jenny M. Diaz</b>	4/10/23	O1593	2022 Annual Report	\$1,231.39
<b>Jorgensen Company</b>	3/7/23	6055403	Annual Maintenance, Stn. 93	\$296.95
	4/12/23	6062113	Annual Maintenance, Stn. 95	\$235.72
	4/26/23	6064564	Annual Maintenance, Stn. 90	\$226.18
<b>JS West Propane Gas</b>	4/30/23	043023	Propane Service Fee, Stn. 82 / Shop	\$80.00
<b>Kronos Incorporated</b>	4/19/23	12064855	TeleStaff IVR / Voxeo Service - March	\$307.54
<b>Law Offices of William Ross</b>	5/5/23	11044	District Legal Fees - General	\$5,220.50
	5/5/23	11045	District Legal Fees - Real Estate	\$225.00
<b>Liebert Cassidy Whitmore</b>	3/31/23	238379	District Legal Fees, General	\$514.50
<b>Mid Valley Disposal, LLC</b>	5/1/23	2653600	Waste Disposal, Stn. 94	\$138.07
	5/1/23	2653188	Waste Disposal, Stn. 82, 83, 84 / HQ	\$1,268.34
	5/1/23	2653013	Waste Disposal, Stn. 90	\$119.09
	5/1/23	2652984	Waste Disposal, Stn. 95	\$159.81
<b>MM Construction</b>	5/8/23	204	Training Center Cover	\$12,500.00
<b>Molina, Raul</b>	5/1/23	050123	Protection/Planning Janitorial, May 2023	\$225.00

<b>Vendor</b>	<b>Date</b>	<b>Invoice Number</b>	<b>Memo</b>	<b>Amount</b>
<b>PCF Payroll</b>	4/21/23	42123	WP 127 (2/20/23 - 3/19/23)	\$1,214.86
<b>P G &amp; E</b>	4/18/23	2663580668-5	Utilities, Protection / Planning	\$235.05
	5/1/23	0518935111-6	Utilities, Stn. 71	\$303.63
<b>Ponderosa Telephone Corp.</b>	5/1/23	5598553861	Telephone Service, Stn. 75	\$54.23
<b>Robert V. Jensen, Inc.</b>	4/11/23	539208	Fuel Expense, Stn. 71	\$824.48
	4/10/23	539118	Fuel Expense, Stn. 85	\$573.86
	4/13/23	539213	Fuel Expense, Stn. 82 / Shop	\$1,121.77
	4/13/23	539214	Fuel Expense, Stn. 82 / Shop	\$3,070.26
	4/16/23	CL11158	Fuel Expense	\$918.28
	4/17/23	539505	Fuel Expense, Stn. 94	\$479.61
	4/17/23	539480	Fuel Expense, Stn. 95	\$1,326.87
	4/19/23	539621	Fuel Expense, Stn. 83	\$872.18
	4/24/23	539726	Fuel Expense, Stn. 82 / Shop	\$1,982.15
	4/24/23	539727	Fuel Expense, Stn. 82 / Shop	\$4,058.90
	4/24/23	539796	Fuel Expense, Stn. 85	\$356.86
	4/24/23	539797	Fuel Expense, Stn. 86	\$498.48
	4/25/23	539827	Fuel Expense, Stn. 71	\$595.72
	4/28/23	540069	Fuel Expense, Stn. 82 / Shop	\$524.34
	4/28/23	540070	Fuel Expense, Stn. 82 / Shop	\$1,221.86
	4/30/23	CL11305	Fuel Expense	\$651.55
	5/1/23	540148	Fuel Expense, Stn. 89	\$1,423.39
	5/1/23	540149	Fuel Expense, Stn. 90	\$1,624.88
	5/1/23	540156	Fuel Expense, Stn. 94	\$456.24
	5/2/23	540216	Fuel Expense, Stn. 74	\$577.92
<b>Republic Service</b>	4/26/23	0917-001745394	Waste Disposal, Stn. 85	\$90.24
<b>Ross' Ladder Service</b>	4/24/23	892	Annual Ladder Testing	\$7,671.50
<b>Snitram Ready Mix</b>	4/20/23	042023	Concrete for Unfinished Walkways, Stn. 82	\$235.00
<b>Schedule C Payroll</b>	4/17/23	41723	Pay Period 4/3/23 - 4/16/23	\$39,396.30
	5/1/23	50123	Pay Period 4/17/23 - 4/30/23	\$44,398.64
<b>SoCalGas</b>	4/10/23	41023	Utilities, Stn. 71	\$14.30
	4/11/23	41123	Utilities, Stn. 83	\$347.40
	4/18/23	41823	Utilities, Stn. 90	\$64.02
<b>Sparkletts</b>	5/1/23	9392117	Drinking Water, HQ	\$262.48
	5/1/23	9392173	Drinking Water, Del Rey	\$360.11
	5/1/23	9392175	Drinking Water, Stn. 83 & Protection/Planning	\$64.41
<b>Streamline</b>	5/1/23	8FE75203-0009	District Website Host	\$550.00

<b>Vendor</b>	<b>Date</b>	<b>Invoice Number</b>	<b>Memo</b>	<b>Amount</b>
<b>Travis Tree Service</b>	5/3/23	930	Tree removal services, Stn. 86	\$4,500.00
<b>U S Bank</b>	4/24/23	042423	District Cal Card	-\$851.20
	4/24/23	042423	District Cal Card	\$84,956.50
<b>Unifirst Corporation</b>	4/10/23	372 0475015	Linen Service, Shop	\$261.61
	4/17/23	372 0476267	Linen Service, Shop	\$261.61
	4/24/23	372 0477548	Linen Service, Shop	\$280.42
	5/1/23	372 0478800	Linen Service, Shop	\$269.79
	5/8/23	372 0480082	Linen Service, Shop	\$279.43
<b>Valley Wide Pest Control</b>	3/15/23	103030	Pest Control, Stn. 83	\$40.00
	3/20/23	103275	Pest Control, Stn. 94	\$50.00
	3/20/23	103280	Pest Control, Stn. 93	\$50.00
	3/20/23	103290	Pest Control, Stn. 90	\$40.00
	3/20/23	103292	Pest Control, Stn. 89	\$40.00
	3/20/23	103298	Pest Control, Stn. 87	\$40.00
	3/21/23	103355	Pest Control, Stn. 86	\$45.00
	3/23/23	103565	Pest Control, Stn. 95	\$42.00
	3/23/23	103570	Pest Control, Stn. 96	\$42.00
	3/24/23	103587	Pest Control, Stn. 82 / Shop	\$165.00
	3/24/23	103589	Pest Control, Stn. 71	\$40.00
	3/24/23	103611	Pest Control, Stn. 77	\$65.00
	3/27/23	103751	Pest Control, Stn. 85	\$40.00
	3/29/23	103954	Pest Control, Stn. 75	\$40.00
	4/17/23	104985	Pest Control, Stn. 94	\$50.00
	4/17/23	105044	Pest Control, Stn. 90	\$40.00
	4/17/23	105037	Pest Control, Stn. 93	\$50.00
	4/17/23	105047	Pest Control, Stn. 89	\$40.00
	4/17/23	105050	Pest Control, Stn. 87	\$40.00
	4/18/23	105099	Pest Control, Stn. 86	\$45.00
	4/20/23	105234	Pest Control, Stn. 74	\$40.00
	4/20/23	105338	Pest Control, Stn. 75	\$40.00
	4/21/23	105357	Pest Control, Stn. 96	\$42.00
	4/21/23	105378	Pest Control, Stn. 95	\$42.00
	4/25/23	105741	Pest Control, Stn. 85	\$40.00
	4/27/23	105886	Pest Control, Stn. 82/Shop	\$165.00
	4/27/23	105892	Pest Control, Stn. 71	\$40.00
	4/27/23	105944	Pest Control, Stn. 77	\$65.00

<b>Vendor</b>	<b>Date</b>	<b>Invoice Number</b>	<b>Memo</b>	<b>Amount</b>
<b>VAST Networks</b>	3/1/23	42751	Internet, HQ	\$589.29
	4/1/23	43491	Internet, HQ	\$550.00
	5/1/23	44243	Internet, HQ	\$550.00
<b>Verizon Wireless</b>	4/18/23	9932815053	Cellular Service	\$3,669.62
<b>Voyager Fleet Systems Inc.</b>	4/24/23	8691786322317	Fuel Expense	\$2,530.86
<b>Waste Management</b>	5/1/23	4437113-0165-7	Waste Disposal, Stn. 87	\$256.53
	5/1/23	4436822-0165-4	Waste Disposal, Stn. 86	\$74.55
<b>Water Service</b>	1/12/23	161 10 S	2023 Annual Water System Maintenance, Stn. 96	\$225.00
	1/12/23	161 11 S	2023 Annual Water System Maintenance, Stn. 95	\$400.00
	1/12/23	161 12 S	2023 Annual Water System Maintenance, Stn. 93	\$225.00
	1/12/23	161 13 S	2023 Annual Water System Maintenance, Stn. 94	\$225.00
<b>Western Solid Waste</b>	4/25/23	92582	Waste Disposal, Stn. 74	\$143.94
			<b>Total:</b>	<b>\$6,922,171.89</b>



# Bill Credit

Fresno County Fire Protection District  
210 S. Academy Ave.  
Sanger, CA 93657

Date	Ref. No.
04/24/23	042423

Vendor
U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due
Terms
Memo District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Maintenance - Repair Shop	BG, Bullet Proof Diesel, Core return, E95	-431.90		
Memberships & Subscriptions	JC, Amazon, Refund, Prime membership	-194.62		
Other Agency Repair Services	AS, Grimco Inc., Refund Graphics stock backordered	-37.03		
Other Agency Repair Services	AS, Grimco Inc., Refund Graphics stock backordered	-80.21		
Other Agency Repair Services	AS, Grimco Inc., Refund Graphics stock backordered	-89.05		
Maintenance - Buildings & Grou	RB, Home Depot, Returned air chuck parts	-18.39		

Expense Total : -851.20

**Bill Total : \$851.20**

# Bill

Fresno County Fire Protection District  
 210 S. Academy Ave.  
 Sanger, CA 93657

Date	Ref. No.
04/24/23	042423

Vendor
U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due	05/24/23
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Maintenance - Repair Shop	JD, Fowler Ace Hardware, Ice chest and latches, B81	290.95		
Computers & Supplies	JD, Walmart, Distilled Water for Lazer Engraving Machine, Stn 82	2.52		
Maintenance - Buildings & Grou	JD, Academy Hardware, Water Heater Parts, Stn 82	33.01		
Maintenance - Buildings & Grou	JD, Fowler Ace Hardware, Sprinklers, Stn 89	151.40		
Maintenance - Buildings & Grou	JD, Home Depot, Station Maintenance, Stn 89	6.38		
Maintenance - Buildings & Grou	JD, Home Depot, Tuff Shed Roofing Materials, Stn 83	1,052.86		
Maintenance - Buildings & Grou	DR, Amazon, HVAC Filters, Stn95	83.18		
Maintenance - Repair Shop	DR, Amazon, Ice Chest Tie Down, TD43	26.94		
Maintenance - Repair Shop	DR, Amazon, Ice Chest, TD43	215.94		
Maintenance - Buildings & Grou	DR, J&E Restaurant Supply, Ice Machine, Shop	3,678.48		
Station Capital Improvements	DR, Ventura TV, Applicances, Stn 71	4,325.31		
Maintenance - Buildings & Grou	DR, Home Depot, Wheel Barrel, Stn 82	214.12		
Maintenance - Repair Shop	BG, Amazon, Seals, B4318	60.95		
Maintenance - Repair Shop	BG, Lehr, Lights, E93	164.75		
Maintenance - Repair Shop	BG, Ruff Stuff Specialties, Strap, L87	252.98		
Maintenance - Repair Shop	BG, Kimball, Wedgelock, TD43	123.96		
Maintenance - Repair Shop	BG, Amazon, Charging Cable, Shop	45.32		
Maintenance - Repair Shop	BG, Commercial Radiator, Cooler Cleaning, E71	360.00		
Maintenance - Repair Shop	BG, Burton's Fire, Wiper Arms, E93	1,001.73		

# Bill

Fresno County Fire Protection District  
 210 S. Academy Ave.  
 Sanger, CA 93657

Date	Ref. No.
04/24/23	042423

Vendor
U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due	05/24/23
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Maintenance - Repair Shop	BG, Selma Dodge, Warranty Repairs, R4331	948.05		
Other Agency Repair Services	BG, Quicken, Membership Renewal, Graphics	119.88		
Maintenance - Repair Shop	BG, Weather Tech, Floorliner, B81	142.12		
Maintenance - Repair Shop	BG, Bullet Proof Diesel, DPF/DOC Cleaning, E95	2,067.87		
Maintenance - Repair Shop	BG, Commercial Radiator, Bake and Blast Filters, E95	410.00		
Maintenance - Repair Shop	BG, A&E, Pressure Washer Maintenance, Shop	313.60		
Maintenance - Repair Shop	BG, A&E Water Treatment System Maintenance, Shop	145.00		
Maintenance - Repair Shop	BG, A&E, Pressure Washer Maintenance, Shop	264.77		
Maintenance - Repair Shop	BG, Sanger Tire, P22A B Service, Shop	206.11		
Maintenance - Repair Shop	BG, RPM Truck Stuff, Air Compressor, T4327	677.19		
Maintenance - Repair Shop	BG, Amazon, Mouse Traps, Shop	16.46		
Maintenance - Repair Shop	BG, Independence Environmental Services, Hazardous Waste Disposal	325.00		
Maintenance - Repair Shop	BG, Sanger Tire, Solenoid, P22D	129.64		
Maintenance - Repair Shop	BG, Napa, Multiple Parts for Multiple Vehicles, Shop	1,717.19		
Maintenance - Repair Shop	BG, Gibbs, Multiple Parts for Multiple Vehicles, Shop	4,323.44		
Maintenance - Repair Shop	BG, O'Reilly, Bed Liner, Shop	58.28		
Maintenance - Repair Shop	BG, Betts, Multiple Parts for Multiple Vehicles, Shop	6,105.89		
Maintenance - Repair Shop	BG, RVJ, Motor Oil, Shop	2,542.84		

# Bill

Fresno County Fire Protection District  
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 Sanger, CA 93657

Date	Ref. No.
04/24/23	042423

Vendor
U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due	05/24/23
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Maintenance - Repair Shop	BG, Watt Co, Overhead Console, D4304	372.46		
Maintenance - Repair Shop	BG Lehr, Radio Relay, E74	528.57		
Maintenance - Repair Shop	BG, FAS, Multiple Parts for Multiple Vehicles, Shop	4,433.83		
Maintenance - Repair Shop	BG, Sanger Tire, B Service, P22D	238.57		
Maintenance - Repair Shop	BG, Delray Tire, Multiple Tires for Multiple Vehicles, Shop	7,365.32		
Maintenance - Repair Shop	BG, Jim Manning Dodge, Seals, SQ87	298.51		
Maintenance - Repair Shop	BG, Amazon, Earplugs, Shop	17.22		
Maintenance - Repair Shop	BG, Amazon, Tire Repair Tool, R4333	46.60		
Maintenance - Repair Shop	BG, Jim Manning Dodge, Cylinder, R4333	415.34		
Maintenance - Repair Shop	BG, Amazon, Shop Office Vacuum Battery, Shop	52.30		
Maintenance - Repair Shop	BG, Lehr, Arm Rest, B81	202.01		
OTHER AGENCY SERVICES	BG, Napa, Belt, E120	44.88		
OTHER AGENCY SERVICES	BG, Gibbs, Tensioner, E120	183.10		
OTHER AGENCY SERVICES	BG, Napa, Wiper Blades, E120	27.42		
Maintenance - Repair Shop	BG, H&L, Door Body Damage, E84	1,697.49		
Maintenance - Buildings & Grou	DS, Clovis True Value, Construction Staples, Stn 74	4.85		
Maintenance - Buildings & Grou	DS, Lowes, Closet Remodel Supples, Stn 74	30.97		
Maintenance - Buildings & Grou	DS, Canyon Fork Ace Hardware, Station Supplies, Stn 74	43.16		

# Bill

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 210 S. Academy Ave.  
 Sanger, CA 93657

Date	Ref. No.
04/24/23	042423

Vendor
U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due	05/24/23
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Fire Hoses	SS, Fire Hose Direct, New Booster Hoses, E82	240.26		
Maintenance-Small Engine & JAW	SS, Amazon, Fuel Pump for Mower, Stn 86	19.39		
Exercise Equipment	SS, Amazon, Power Cord for Treadmill, Stn 86	25.74		
Computers & Supplies	JC, Amazon, Hard Drive Caddy's for SSD Drives, IT	40.15		
Computer Equipment & Software	JC, Amazon, External drives for Station Computer Backups, IT	356.25		
Mobile Computer/AVL Program	JC, Amazon, Battery Backups for Station Rip & Runs, IT	429.42		
Computers & Supplies	JC, HP.COM, Laptop Bags and Wireless Mice for Mechanics, Shop	227.03		
Department of Homeland Securit	JC, Memory for NAS device CAD to CAD Project, ECC	159.79		
Computer Equipment & Software	JC, Ubiquiti, Firewall Upgrades for Stations, IT	2,100.05		
Office Supplies	JC, Amazon, Phone caes and Screen Protectors for Verizon to AT&T migration users, IT	376.76		
Computer Equipment & Software	JC, Graybar, Outdoor CAT6 wiring, Stn 82/Shop/Training Center	1,076.45		
Office Expense	JC, Amazon, Wireless Charges, B71, B81,B91, Ink, Finance	166.86		
Maintenance - Buildings & Grou	JC, Valley Iron, 21' 2" Schedule 80 EMT for PTP to Del Rey, IT	105.11		
Telestaff Program	JC, Twilio, SMS Service for Telestaff, IT	360.40		
Wireless Internet	JC, Ponderosa, Monthly Internet Service, Stn 74	99.95		
Office Supplies	JC, Amazon, Screen Protector, D100	21.58		

# Bill

Fresno County Fire Protection District  
 210 S. Academy Ave.  
 Sanger, CA 93657

Date	Ref. No.
04/24/23	042423

Vendor
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Bill Due	05/24/23
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Computer Equipment & Software	JC, Amazon, External drives for Station Computers, IT	155.47		
Department of Homeland Securit	JC, Digicert, SSL Certificate for CAD to CAD Product Gateway, ECC	1,204.00		
Computer Equipment & Software	JC, Amazon, Battery Backup Replacement, Shop	323.91		
Maintenance - Repair Shop	RB, Home Depot, Power Cord, B4318	10.83		
Maintenance - Repair Shop	RB, Bees Pacific Ltd, Engine Solenoid, Hook Lift	159.58		
Maintenance - Repair Shop	RB, Fleet Pride, Gasket, BS82	49.88		
Maintenance - Repair Shop	RB, Fresno Pipe & Supply, Fittings, E287	44.23		
Maintenance - Repair Shop	RB, Pape Kenworth, Wiper Arms, WT90	821.14		
Maintenance - Repair Shop	RB, Power Transmission Supply, Pump Cable, WT96	219.89		
OTHER AGENCY SERVICES	RB, Sam's Mail Center, Postage US Forestry Stickers, Graphics	11.15		
Maintenance - Repair Shop	RB, United Rentals, Coil, Scissorlift	165.52		
Training	RB, Cedar Ave. Recycling, Training Center Class Material Disposal, Training Center	225.75		
Maintenance - Repair Shop	RB, Walmart, Distilled Water for Batteires, Shop Side by Side	5.52		
Cleaning Supplies	TW, Amazon, Med 02 Bottle, Refilled, Stock	155.96		
Office Supplies	TW, Precision Plastics, Picture Frames, Admin	799.02		
Cleaning Supplies	TW, Uline, Cleaning Supplies, Stock	845.66		

# Bill

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04/24/23	042423

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Bill Due	05/24/23
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Cleaning Supplies	TW, Enviroclean, Glass Cleaner, Stock	290.32		
Cleaning Supplies	TW, Amazon, Cleaning Supplies, Stock	71.61		
Office Supplies	TW, Amazon, Office Chair, Sta 75	103.65		
Office Supplies	TW, Staples, Pencil Sharpener, Stn 89	17.37		
Office Supplies	TW, Office Depot, Corkboard B4319	131.39		
Oxygen	TW, Barnes Welding, Refill 14 Med 02 Bottles, Stock	105.15		
Small Appliances/Kitchen Goods	TW, Amazon, Coffee Pots, Service Center	52.64		
Office Supplies	TW, Amazon, Dry Erase Board, B4319	113.13		
Office Supplies	TW, Amazon, Glass Board Markers, Stn. 85	49.67		
Cleaning Supplies	TW, Costco Dishwasher/Laundry Pods, Stock	174.14		
Office Supplies	TW, Staples, Office Supplies, Stock	208.96		
Cleaning Supplies	TW, Staples, Cleaning Supplies, Stock	41.43		
Cleaning Supplies	TW, Staples, Cleaning Supplies, Stock	79.88		
Maintenance - Buildings & Grou	TW, Amazon, Shower Heads, Stn 86	96.18		
Office Supplies	TW, Amazon, Flashdrives, Admin	52.47		
Office Supplies	TW, Staples, Binders, Prevention	14.02		
Cleaning Supplies	TW, Napa, Oil Absorbment, Stock	39.31		

# Bill

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04/24/23	042423

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Bill Due	05/24/23
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Cleaning Supplies	TW, Staples, Cleaning Supplies, Stock	39.94		
Maintenance - Buildings & Grou	TW, Amazon, Signs, Stock	32.22		
Office Supplies	TW, Staples, Toner, Stn 94	105.80		
Personal Safety Supplies	TW, Western Fire Supply, Structure Hoods, Stock	1,761.55		
Office Supplies	TW, Staples, Paper, Training Center	97.16		
Office Supplies	TW, Amazon, Knives, Training Center	12.83		
Cleaning Supplies	TW, Wal Mart, WD40, Stock	145.52		
Cleaning Supplies	TW, Amazon, Cleaning Supplies, Stock	59.88		
Office Supplies	TW, Staples, Office Supplies, P4325	31.94		
Office Supplies	TW, Staples, Office Supplies, P4325	229.88		
Maintenance - Buildings & Grou	TW, Lowes, Trash Cans, Stock	64.72		
Office Supplies	TW, Staples, Office Supplies, FCO Finance	142.40		
Maintenance - Buildings & Grou	TW, Tractor Supply, Gym Mats, Stn 93	191.08		
Office Supplies	TW, Staples, Office Supplies, Training Center	42.73		
Maintenance - Buildings & Grou	CV, Home Depot, Locks for Conexes, Stn 82	37.94		
Maintenance-Small Engine & JAW	CV, Poly Tech America, Updated Amkus Mounts, Stn 82, 89 & 90	3,477.04		
Maintenance-Small Engine & JAW	CV, Amazon, Chainsaw Parts, Stn 82	10.79		
Maintenance - Buildings & Grou	CV, Home Depot, Extractor Hook Up Set, Stn 82	225.84		



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Bill Due	05/24/23
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Maintenance - Buildings & Grou	CV, Home Depot, Hot Water Heater for Extractor, Stn 82	257.03		
Maintenance - Buildings & Grou	CV, Home Depot, Grey Water Parts for Extractor, Stn 82	13.61		
Maintenance-Small Engine & JAW	CV, Amazon, Eye PPE, Stn 82	17.97		
Fire Fighting Equipment	CV, Amazon, Engine Scene Lights, E82	85.52		
Maintenance-Small Engine & JAW	CV, Amazon, Repair Tools, Stn 82	386.58		
Maintenance - Buildings & Grou	CV, Home Depot, Irrigation Repair Supplies, Stn 82	334.68		
Maintenance - Buildings & Grou	CV, Home Depot, Irrigation Repari Supplies, Stn 82	36.11		
Maintenance - Buildings & Grou	CV, Ferguson, Risers for Training Hydrant, Stn 82	201.98		
Maintenance - Buildings & Grou	CV, Ferguson, Bolts for Training Hydrant, Stn 82	14.07		
Small Appliances/Kitchen Goods	DU, Lowes, Microwave Replacement, Stn 94	158.16		
Training	JM, Home Depot, Truck Academy Supplies, Training Center	34.26		
Training	JM, Home Depot, Batteries, Truck Academy Supplies, Training Center	18.35		
Training	JM, Amazon, Air Lines, Truck Academy, Training Center	68.01		
Maintenance - Buildings & Grou	RB, Camping World, Vent Cover, Collapse Trailer	43.38		
Maintenance - Buildings & Grou	RB, Camping World, Vent Cover Parts, Collapse Trailer	2.38		
Maintenance - Buildings & Grou	RB, Home Depot, Filitngs for Air Hoses, Stn 87	27.59		

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Bill Due	05/24/23
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Maintenance - Buildings & Grou	RB, Home Depot, Hose Adapters, Stn 87	46.27		
Maintenance - SCBA	TA, Bauer Compressors, 100 Hour Service, BS82	4,062.50		
Postage	TA, Sams Mail Call, POSI3, Shipping	381.07		
Station Capital Improvements	TA, Home Depot, Water Heater Connections, Stn 82	44.54		
Maintenance - SCBA	TA, Honeywell, POSI3 Annual Calibration, Stn 82	1,300.00		
Fire Apparatus	TA, Jensen & Pilegard, Saw, E71	1,349.68		
Gasoline	TA, Red Traingle Oil, Mixed Fuel for Small Engines	1,042.40		
Training	AC, SCCD FCC, Course Registration, B4320	61.00		
Training	AC, Me N Eds, Lunch, Truck Academy	157.12		
Food	AC, Diccicos, Dinner, Board Meeting	222.08		
Cellular Service	RM, Apple, Storage, D4301 Phone	0.99		
Cellular Service	RM, Apple, Storage, D4301 Phone	0.99		
Maintenance - Buildings & Grou	PH, Amazon, Signs for Stations, FCO	32.22		
Office Supplies	PH, Office Depot, Ink, Stn 87	127.39		
Office Supplies	PH, Staples, Office Supplies, ECC	35.94		
Office Supplies	PH, Staples, Office Supplies, ECC	31.40		
Food	JT, House of Juju, XFR Preposition 230070	58.23		
Maintenance - Buildings & Grou	JT, Sanger Fence, Fence Repair, Stn 83	897.00		

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Bill Due	05/24/23
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## Expenses

Account	Memo	Amount	Customer:Job	Class
Maintenance - Repair Shop	JT, A&L Truck, TD43 Supplies, TD43	124.91		
Cellular Service	JT, Apple, Storage, JT	0.99		
Maintenance - Buildings & Grou	JT, Johnstone Supply, Ice Machine and A/C Service, Shop	2,021.76		
Maintenance - Buildings & Grou	JT, Abby Door, App. Bay Door Repair, Stn 82	265.00		
Office Supplies	BM, Amazon, Mobile Office, B71	180.80		
Computers & Supplies	BM, Amazon, Accidental Charge for Prime, B71	16.19		
Food	EV, Las Mananitas, XFR Preposition 230070	98.28		
Food	EV, Mi Linda Tierra, XFR Preposition 230070	86.17		
Food	EV, Denny's, XFR Preposition 230070	142.84		
Food	EV, Robertitos, XFR Preposition 230070	167.22		
Food	EV, Rio, XFR Preposition 230070	89.90		
Office Supplies	EV, Office Depot, Ink, Stn 87	93.06		
Food	EV, Casa Oinari, XFR Preposition 230070	209.02		
Food	EV, Starbucks, XFR Preposition 230070	70.55		
Technical Rescue Program	EV, Amazon, Snorkles, Swiftwater PPE	172.70		
Supplies - Medical	EV, Henry Schein, EMS Supplies, Stock	257.21		
Maintenance - Buildings & Grou	EV, Amazon, Cutting Boards, Stn 87	16.18		
Technical Rescue Program	EV, Amazon, Boat Lighting, Boat 7	82.60		

# Bill

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Bill Due	05/24/23
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Technical Rescue Program	EV, Amazon, Boat Lighting Wiring, Boat 7 & 8	25.98		
Technical Rescue Program	EV, Amazon, Boat Lighting Wiring, Boat 7 & 8	10.79		
Technical Rescue Program	EV, Amazon, Boat Ligting Wiring, Boat 7 & 8	18.93		
Public Information Officer	SB, Amazon, Camera Equipment, PIO	484.81		
Public Information Officer	SB, Amazon, Camera Equipment, PIO	157.57		
Public Information Officer	SB, ISISF, Peer Support Certificate, B4319	90.00		
Maintenance - Buildings & Grou	SB, Clovis True Valve, PIO Office Repairs, B4319	34.75		
Maintenance - Repair Shop	JW, Surf Thru Express, Car Wash, D4304	20.00		
Technical Rescue Program	EV, Amazon, Boat Lighting, Boat 7	83.18		
Legal Notices & Publications	JC, Indeed, Admin Assistant Advertising, HQ	55.62		
Benefits	JC, Ubiquity Retirement, Express K Quarterly 401k	369.00		

Expense Total : 84,956.50

**Bill Total : \$84,956.50**

Fresno County Fire Protection District  
**Balance Sheet**  
As of April 30, 2023

	<u>Apr 30, 23</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
0105 · PVB Ranger Club	3,325.85
0107 · WFB Operating Account	367,184.96
0109 · WFB Reserve Account	1,764,322.44
0110 · County of Fresno Treasury	
County Cash-10000 Gen Fund	13,921,618.48
County Cash-20000 Capital Equip	4,203,826.56
County Cash-41240 Zone 2	20,456.58
County Cash-41250 Zone 3	1,464.10
County Cash-41260 Zone 4	84.67
County Cash-41270 Zone 5	45,190.94
County Cash-41280 Zone 6	1,859.09
County Cash-41290 Zone 7	25,778.94
County Cash-41300 Zone 8	10,899.16
County Cash-41310 Zone 9	41,182.06
County Cash-41320 Zone 10	2,497,008.36
County Cash-41360 Zone A	253,067.68
County Cash-41370 Hydrant Maint	2,622.86
County Cash-41380 MNTFA	108,941.37
County Cash-41389 CFD	236,821.17
County Cash-41390 Zone 1(A) CFD	231,187.14
County Cash-41391 Zone 1(B) CFD	286,671.57
County Cash-41392 Zone 2(A) CFD	209,067.74
County Cash-41393 Zone 2(B) CFD	127,802.01
<b>Total 0110 · County of Fresno Treas...</b>	<b>22,225,550.48</b>
0111 · WFB Bldg. Contingency	361,590.64
0112 · WFB Payroll	39,700.00
<b>Total Checking/Savings</b>	<b>24,761,674.37</b>
<b>Accounts Receivable</b>	
1200 · Accounts Receivable	170,053.24
<b>Total Accounts Receivable</b>	<b>170,053.24</b>

Fresno County Fire Protection District  
**Balance Sheet**  
As of April 30, 2023

	<u>Apr 30, 23</u>
<b>Other Current Assets</b>	
12000 · Undeposited Funds	3,361.00
15000 · Lease Receivable	30,773.00
<b>Total Other Current Assets</b>	<u>34,134.00</u>
<b>Total Current Assets</b>	<u>24,965,861.61</u>
<b>TOTAL ASSETS</b>	<b><u>24,965,861.61</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · Accounts Payable	122,253.89
<b>Total Accounts Payable</b>	<u>122,253.89</u>
<b>Other Current Liabilities</b>	
25000 · Deferred Lease Revenue	30,773.00
<b>Total Other Current Liabilities</b>	<u>30,773.00</u>
<b>Total Current Liabilities</b>	<u>153,026.89</u>
<b>Total Liabilities</b>	153,026.89
<b>Equity</b>	
30000 · Opening Balance Equity	568,283.95
32000 · Retained Earnings	1,631,459.52
34000 · Prior Period Adjustments	95,738.95
3900 · Fund Balance	10,207,058.53
Net Income	12,310,293.77
<b>Total Equity</b>	<u>24,812,834.72</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>24,965,861.61</u></b>

Monthly Call Volume Year over Year  
 Jan 01, 2022 12:00 AM to May 12, 2023 09:33 AM



Month Name	2023		2022		YTD % Change
	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
January	1,153	23%	1,139	25%	1.23%
February	1,089	21%	981	21%	11.01%
March	1,186	23%	1,039	23%	14.15%
April	1,132	22%	997	22%	13.54%
May	512	10%	436	9%	17.43%
<b>Grand Total</b>	<b>5,072</b>	<b>100%</b>	<b>4,592</b>	<b>100%</b>	<b>10.45%</b>



# FRESNO COUNTY FIRE

PROTECTION DISTRICT

*Honor, Integrity, Cooperation & Professionalism*

May 17, 2023

## Fire Prevention & Law Enforcement Summary for April 2023

<b>FIRE INVESTIGATIONS</b>	<b>April-22</b>	<b>April-23</b>	<b>2023 YTD</b>
STRUCTURE	8	8	34
VEGETATION	9	1	1
VEHICLE	0	2	4
REFUSE	5	2	5
IMPROVEMENT	0	0	0
AG PRODUCT	0	0	0
OTHER AGENCY ASSIST	1	1	3
<b>TOTALS</b>	<b>23</b>	<b>14</b>	<b>67</b>
PRA REQUEST LRA	21	16	88
PRA REQUEST SRA	7	19	44
<b>LE RELATED CALLS</b>			
LAW ENFORCEMENT	7	6	24
CITATIONS	4	1	1
ARRESTS	0	0	0

## Protection & Planning Summary for April

<b>SERVICES</b>	<b>District</b>	<b>Shaver</b>	<b>Parlier</b>	<b>Mendota</b>	<b>Huron</b>	<b>San Joaquin</b>	<b>Auberry VFD</b>	<b>2023 YTD</b>	<b>2022 YTD</b>
Conditioning Letters	6	0	0	0	0	0	0	29	52
Over The Counter Mtgs	4	0	0	0	0	1	0	29	25
Plan Reviews	31	2	2	2	0	0	2	145	148
Field Inspections	30	7	3	2	2	0	0	270	306
Insurance Inquiries	0	0	0	0	0	0	0	21	
Annual Inspection	0	0	0	0	1	4	0	19	
School Inspection	8	0	0	0	0	0	0	24	
4290 Inspection	SRA 7	0	0	0	0	0	0	124	
Other activities	7 knox box installs, 0 Hrs Weed Abatment								



# Quick WO History

<u>Asset</u>	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	<u>Work Code</u>
219 (L87): 2019 SMEAL METRO STAR	3248	Miles	04/30/2023	<b>14: A SERVICE</b>
<b>Date(s): 04/01/2023 - 04/30/2023</b> 531 (SQ87): 2016 Dodge RAM 5500	3247	Miles	04/30/2023	<b>14: A SERVICE</b>
209 (E94): 2009 SMEAL METRO STAR	3244	Miles	04/30/2023	<b>30: PUMP SYSTEM</b>
221 (E75): 1999 HME	3220	Miles	04/30/2023	<b>14: A SERVICE</b>
218 (E95): 2013 SMEAL METRO STAR	3206	Miles	04/30/2023	<b>14: A SERVICE</b>
223 (E90): 2021 SMEAL METRO STAR	3204	Miles	04/30/2023	<b>14: A SERVICE</b>
328 (OLD WT96): 1993 INTERNATIONAL 2674	3203	Miles	04/30/2023	<b>14: A SERVICE</b>
216 (E93): 2013 SMEAL METRO STAR	3202	Miles	04/30/2023	<b>14: A SERVICE</b>
236 (E77): 2000 HME SFO	3218	Miles	04/29/2023	<b>14: A SERVICE</b>
519 (WT77): 1999 INTERNATIONAL	3217	Miles	04/29/2023	<b>14: A SERVICE</b>
322 (WT90): 2019 KENWORTH T440	3205	Miles	04/29/2023	<b>14: A SERVICE</b>
220 (E84): 2019 SMEAL METRO STAR	3243	70,254.0 Miles		<b>30: PUMP SYSTEM</b> Part: 42-7112 - 10-32x1 1/2" Machine Screw Part: 33-10311 - 10-32 Stainless Nyloc Labor: 6995875 - FAGUNDES, MICHAEL
321 (WT82): 2011 KENWORTH T440	3242	Miles	04/27/2023	<b>03: BRAKES</b> Part: BA5379 - Baldwin Air Dryer Filter Part: 800361 - Bendix D2 Govenor Part: 1469X4 - D.O.T. 1/4" Elbow Part: 3200X2 - 1/8" Adapter Labor: 5780466 - NGUYEN, FERSON Labor: 817025 - Kagy, Dakota <b>25: RADIO/ANTENNA REPAIR OR INSTALLATION</b> <b>28: DRIVE TRAIN</b> <b>30: PUMP SYSTEM</b>
213 (E85): 2013 SMEAL METRO STAR	3241	Miles	04/27/2023	<b>02: ENGINE</b> Part: 3973819 - Tensioner Part: 5579023 - Water Pump Labor: 817025 - Kagy, Dakota
083 (B91): 2019 Chevrolet K2500HD	3240	Miles	04/26/2023	<b>03: BRAKES</b>

# Quick WO History

<u>Asset</u>	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	<u>Work Code</u>
				Part: UP-8523X - Front Brake Pads Part: 880875CR - Front Rotors
<b>Date(s): 04/01/2023 - 04/30/2023</b>				<b>08: TIRES</b> Part: LT265/60R20 - Nitto Recon Grappler A/T Part: 13540604 - TPMs Sensor
				<b>10: B SERVICE</b> Part: 600451 - Fuel Filter Part: 7202 - Oil Filter Part: 200695 - Air Filter Part: 15W40 - Qts of Motor Oil Labor: 6995875 - FAGUNDES, MICHAEL
204 (E294): 2005 HME INTRUDER	3239	Miles	04/25/2023	<b>31: OUTFIT</b> Part: 333630 - Hinge Part: 564540 - Latch, Paddle Labor: 817025 - Kagy, Dakota
547 (D43): 2012 CATERPILLAR D6NXL	3238	Miles	04/25/2023	<b>01: AIR CONDITIONING</b> <b>10: B SERVICE</b> Part: 319-0844 - Fuel Filter Part: 326-1644 - Fuel Filter Part: 306-9199 - Fuel Filter Part: 462-1177 - Oil Filter Part: 341-6643 - Hyd Filter Labor: 4983583 - ROBERTS, DONALD
222 (E89): 2021 SMEAL METRO STAR	3237	Miles	04/24/2023	<b>32: EXHAUST SYSTEM</b> Part: 35103 - Exhaust Hanger Labor: 6995875 - FAGUNDES, MICHAEL
213 (E85): 2013 SMEAL METRO STAR	3249	Miles	04/21/2023	<b>14: A SERVICE</b>
011 (D4301): 2021 Chevrolet Tahoe	3236	Miles	04/21/2023	<b>08: TIRES</b> Part: 275-60R20 - Toyo Tires AT <b>10: B SERVICE</b> Part: 100255 - Oil Filter Part: 200942 - Air Filter Part: 0-20-SYN - Bulk Oil(Qts.) Labor: 11 - Lovett, Josh Labor: 812272 - Lira, David
230 E71: 2007 HME INTRUDER	3235	Miles	04/21/2023	<b>23: LIGHTING (CHASSIS &amp; CODE 3)</b> Part: 60R02FRR - Whelen Red LED Light Labor: 6995875 - FAGUNDES, MICHAEL
219 (L87): 2019 SMEAL METRO STAR	3234	Miles	04/21/2023	<b>03: BRAKES</b> Labor: 5780466 - NGUYEN, FERSON Labor: 6995875 - FAGUNDES, MICHAEL
218 (E95): 2013 SMEAL METRO STAR	3233	Miles	04/21/2023	<b>05: BODY</b> Labor: 6995875 - FAGUNDES, MICHAEL <b>13: RADIATOR SYSTEM</b>

# Quick WO History

<u>Asset</u>	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	<u>Work Code</u>
223 (E90): 2021 SMEAL METRO STAR	3232	Miles	04/20/2023	<b>08: TIRES</b> Part: 11R22.5 - G182 - Goodyear Tires <b>10: B SERVICE</b> Part: 15w40 - QTs of Motor Oil Part: 9478 - Air Filter Part: F51098 - Fuel Filter Part: FF63054NN - Fuel Filter Part: 1748X0 - Oil Filter Labor: 6995875 - FAGUNDES, MICHAEL Labor: 817025 - Kagy, Dakota
<b>Date(s): 04/01/2023 - 04/30/2023</b>				
513 (L72): 2022 SMEAL	3231	Miles	04/20/2023	<b>02: ENGINE</b> Part: R61762 - Fuel Filter Labor: 6995875 - FAGUNDES, MICHAEL
213 (E85): 2013 SMEAL METRO STAR	3230	Miles	04/20/2023	<b>13: RADIATOR SYSTEM</b> Labor: 6995875 - FAGUNDES, MICHAEL
500 (Scissor Lift): 1993 Snorkel	3229	Engine Hours	04/19/2023	<b>09: ELECTRICAL</b> Part: Contactor for Electrical Motor Labor: 5780466 - NGUYEN, FERSON
530 (R4332): 2016 Dodge RAM 5500	3228	Miles	04/19/2023	<b>03: BRAKES</b> Part: FT8446F - Napa Brake Pads Labor: 5780466 - NGUYEN, FERSON
320 (WT86): 2011 KENWORTH T440	3250	Miles	04/18/2023	<b>14: A SERVICE</b>
211 (E86): 2009 SMEAL METRO STAR	3246	Miles	04/18/2023	<b>14: A SERVICE</b>
219 (L87): 2019 SMEAL METRO STAR	3245	Miles	04/18/2023	<b>02: ENGINE</b> <b>03: BRAKES</b> Part: 9179 - Meritor Hardware Part: 66661B - Webb Brake Drum Part: Brake Shoes GG <b>04: TRANSMISSION</b> Part: 29546229 - Allison Transmission Dip Stick Tube Part: 75-200 - Napa Trans Fluid(Qt.) Part: 50-758 - Hose Clamp <b>05: BODY</b> Part: 740-2658 - Hndrl Knurled SSI 24" III Part: 240018 - Rev Stanchion 1.25 Base End Chrome <b>08: TIRES</b> Part: 12R22.5 - GoodYear Engurance RSA Part: 12R22.5 - Bridgestone R268 <b>09: ELECTRICAL</b> <b>13: RADIATOR SYSTEM</b> Part: ELC - Red Coolant(Gal.) Part: 3930-RR3-001 - Rev. Heater Core Shut Off Valve Part: 5526-075 - Silicone Flex Fab

# Quick WO History

<u>Asset</u>	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	<u>Work Code</u>
<b>Date(s): 04/01/2023 - 04/30/2023</b>				Part: 5526-062 - Silicone Flex Fab Part: 50-2410 - Hose Clamp Part: 5526-100 - Silicone Flex Fab Part: 5526-050 - Silicone Flex Fab Part: 5526-038 - Silicone Flex Fab <b>18: STEERING AND SUSPENSION</b> Labor: 5780466 - NGUYEN, FERSON Labor: 695099 - HUERTA, ANGEL Labor: 817025 - Kagy, Dakota
320 (WT86): 2011 KENWORTH T440	3197	Miles	04/18/2023	<b>14: A SERVICE</b>
211 (E86): 2009 SMEAL METRO STAR	3196	Miles	04/18/2023	<b>14: A SERVICE</b>
210 (E72): 2009 SMEAL METRO STAR	3227	Miles	04/16/2023	<b>03: BRAKES</b> Part: 3750X8 - 1/2" Brass "T" Fitting Part: 3600X4 - 1/4" Brass "T" Fitting Labor: 5780466 - NGUYEN, FERSON <b>04: TRANSMISSION</b>
010 (Pending T4326): 2021 Chevrolet K2500HD	3226	Miles	04/15/2023	<b>09: ELECTRICAL</b> Part: 6H8ME - Decca Battery Part: 9A94R - Decca Battery Labor: 5780466 - NGUYEN, FERSON
212 (E96): 2009 SMEAL METRO STAR	3225	Miles	04/15/2023	<b>01: AIR CONDITIONING</b> Part: RD-5-15523-2P - Reddot A/C Compressor Part: 080855HD - Micro-V Direct Fan Drive Belt Part: R134A - A/C Refrigerant(Lbs.) <b>02: ENGINE</b> Labor: 5780466 - NGUYEN, FERSON
002 (T4329): 2015 Chevrolet K1500	3224	Miles	04/14/2023	<b>09: ELECTRICAL</b> Part: 091-3RD - Kussmaul Cover Part: 091-20WP-120 - Kussmaul Auto Eject Unit Labor: 11 - Lovett, Josh Labor: 812272 - Lira, David <b>18: STEERING AND SUSPENSION</b> Part: 25980EZ - Air Compressor Kit (Air Lift)
213 (E85): 2013 SMEAL METRO STAR	3223	Miles	04/14/2023	<b>08: TIRES</b> Part: Uniseal Tire Plug/Patch Labor: 5780466 - NGUYEN, FERSON
507 (New BS82): 2021 RAM 5500	3222	Miles	04/13/2023	<b>28: DRIVE TRAIN</b> Part: 3-70-28X - Spicer Strap Kit Part: 521K6457 - PTO Shim Kit Labor: 812272 - Lira, David

# Quick WO History

<u>Asset</u>	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	<u>Work Code</u>
328 (OLD WT96): 1993 INTERNATIONAL 2674 <b>Date(s): 04/01/2023 - 04/30/2023</b>	3221	Miles	04/11/2023	<b>05: BODY</b> <b>09: ELECTRICAL</b> <b>10: B SERVICE</b> Part: 1748 - Napa Engine Oil Filter Part: 3109 - Napa Fuel Filter Part: 2491 - Napa Engine Air Filter Part: 15w40 - Motor Oil(Qts.) Labor: 5780466 - NGUYEN, FERSON <b>30: PUMP SYSTEM</b> Part: Throttle Cable
500 (Scissor Lift): 1993 Snorkel	3193	Engine Hours	04/10/2023	<b>09: ELECTRICAL</b> Labor: 5780466 - NGUYEN, FERSON
219 (L87): 2019 SMEAL METRO STAR	3195	Miles	04/09/2023	<b>08: TIRES</b> Part: 6382096RX - 12R22.5 Goodyear Endeavor RSA Labor: 11 - Lovett, Josh
223 (E90): 2021 SMEAL METRO STAR	3191	Miles	04/09/2023	<b>23: LIGHTING (CHASSIS &amp; CODE 3)</b> Labor: 11 - Lovett, Josh
205 (E295): 2005 HME INTRUDER	3192	Miles	04/08/2023	<b>03: BRAKES</b> Part: R955205 - Air Dryer Kit 12v Wabco Labor: 11 - Lovett, Josh Labor: 812272 - Lira, David <b>23: LIGHTING (CHASSIS &amp; CODE 3)</b>
529 (P74): 1995 Ford F350	3211	Miles	04/06/2023	<b>08: TIRES</b> Part: 350 - Valve Stem Extension Labor: 11 - Lovett, Josh
219 (L87): 2019 SMEAL METRO STAR	3190	Miles	04/06/2023	<b>08: TIRES</b> Labor: 11 - Lovett, Josh
227 (New E82): 2022 SMEAL	3128	Miles	04/06/2023	<b>03: BRAKES</b> Part: 3571901C1 - Brace Line Labor: 817025 - Kagy, Dakota
224 (New BR74): 2000 INTERNATIONAL	3127	Miles	04/05/2023	<b>21: FUEL</b> Part: 2007991C1 - Sleeve Part: 414511C2 - Nut Part: 414506C1 - Part: 1/2" OD Synflex(Ft.) Labor: 817025 - Kagy, Dakota
531 (SQ87): 2016 Dodge RAM 5500	3189	Miles	04/04/2023	<b>02: ENGINE</b> Part: 638209612X - Turbo Adapter Labor: 11 - Lovett, Josh <b>13: RADIATOR SYSTEM</b> Part: 2XG051 - G05 Engine Coolant(Gal.)

# Quick WO History

<b>Asset</b>	<b>WO #</b>	<b>Meter</b>	<b>Closed Date</b>	<b>Work Code</b>
001 (U18): 2013 Chevrolet Tahoe <b>Date(s): 04/01/2023 - 04/30/2023</b>	3126	Miles	04/04/2023	<b>13: RADIATOR SYSTEM</b> Part: 9867 - Hose Part: 9070 - Hose Part: NR2370B - Radiator Part: DEXCOOL - Coolant(Gal.) Part: 24" Hose Clamp Labor: 812272 - Lira, David
005 (A09): 2005 Chevrolet TrailBlazer	3194	Miles	04/10/2023	<b>04: TRANSMISSION</b> Part: SL853 - Brake Pedal Switch Part: 88967140 - Inner Lock Solenoid Labor: 812272 - Lira, David
531 (SQ87): 2016 Dodge RAM 5500	3176	Miles	04/03/2023	<b>14: A SERVICE</b>
225 (New BR73): 2002 INTERNATIONAL	3125	Miles	04/03/2023	<b>03: BRAKES</b> Part: 2032342C91 - Hand Brake Valve Labor: 817025 - Kagy, Dakota
285 (P4323): 2009 Chevrolet K2500HD	3124	Miles	04/03/2023	<b>03: BRAKES</b> Part: M4668 - Brake Master Cylinder - Napa Part: 52-7393 - Hydro Boost Part: 85032CC - DOT 3 Brake Fluid Labor: 812272 - Lira, David
081 (T4327): 2018 Chevrolet K2500HD	3123	Miles	04/03/2023	<b>09: ELECTRICAL</b> Part: 9A48 - Battery Part: 9A94R - Battery <b>10: B SERVICE</b> Part: 7060 - Oil Filter Part: 5w20 - Bulk Motor Oil(Qts.) Part: 2488 - Air Filter Part: 230129 - Cabin Filter Labor: 812272 - Lira, David
328 (OLD WT96): 1993 INTERNATIONAL 2674	3122	Miles	04/03/2023	<b>02: ENGINE</b> Part: 15w40WT - Engine Oil - Bulk(Qts) <b>18: STEERING AND SUSPENSION</b> Part: FLTP5F32 - Power Steering Fluid(Qts.) Part: ZRXM805AD - Right Steering Box Labor: 11 - Lovett, Josh
205 (E295): 2005 HME INTRUDER	3121	Miles	04/03/2023	<b>23: LIGHTING (CHASSIS &amp; CODE 3)</b> Part: 60A00TAR - Whelen Turn Signal Light Labor: 11 - Lovett, Josh
218 (E95): 2013 SMEAL METRO STAR	3103	Miles	04/03/2023	<b>02: ENGINE</b> Part: 499T125 - Intake Gasket

# Quick WO History

<u>Asset</u>	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	<u>Work Code</u>
<b>Date(s): 04/01/2023 - 04/30/2023</b>				Part: 2871452 - DPF Gaskets DEF Part: 5253019 - EGR Gasket Valve Part: 4934278 - Sealing Washer Labor: 817025 - Kagy, Dakota <b>32: EXHAUST SYSTEM</b> Part: 2880214 - Exhaust Gas Out Connection Gasket Part: 2866636 - AFM Device Gasket Part: 2897539 - Temp Sensor #1 Pre Doc.
206 (E288): 2005 HME INTRUDER	3120	Miles	04/02/2023	<b>05: BODY</b> Labor: 6995875 - FAGUNDES, MICHAEL Labor: 817025 - Kagy, Dakota
530 (R4332): 2016 Dodge RAM 5500	3119	Miles	04/02/2023	<b>08: TIRES</b> <b>10: B SERVICE</b> Part: 6930 - Napa Air Filter Part: 600255NP - Napa Fuel Filter Part: 15W40 - Motor Oil(Qts.) Part: 11232CC - Diesel Oil Conditioner Part: 7620 - Oil Filter Part: 600112 - Engine Oil Filter Part: 4579 - Cabin Air Filter Labor: 5780466 - NGUYEN, FERSON
517 (R87): 2008 SVI RESCUE	3188	Miles	04/01/2023	<b>14: A SERVICE</b>
227 (New E82): 2022 SMEAL	3183	Miles	04/01/2023	<b>14: A SERVICE</b>
321 (WT82): 2011 KENWORTH T440	3182	Miles	04/01/2023	<b>14: A SERVICE</b>
205 (E295): 2005 HME INTRUDER	3181	Miles	04/01/2023	<b>14: A SERVICE</b>
220 (E84): 2019 SMEAL METRO STAR	3179	Miles	04/01/2023	<b>14: A SERVICE</b>
215 (E83): 2013 SMEAL METRO STAR	3177	Miles	04/01/2023	<b>14: A SERVICE</b>
222 (E89): 2021 SMEAL METRO STAR	3175	Miles	04/01/2023	<b>14: A SERVICE</b>
313 (WT93): 2021 KENWORTH	3172	Miles	04/01/2023	<b>14: A SERVICE</b>
209 (E94): 2009 SMEAL METRO STAR	3171	Miles	04/01/2023	<b>14: A SERVICE</b>
237 (BR94): 2002 INTERNATIONAL 4700	3170	Miles	04/01/2023	<b>14: A SERVICE</b>
061 (R287): 2008 Chevrolet K1500	3169	Miles	04/01/2023	<b>14: A SERVICE</b>
539 (SQ287): 2008 Ford F550	3168	Miles	04/01/2023	<b>14: A SERVICE</b>

# Quick WO History

<b>Asset</b>	<b>WO #</b>	<b>Meter</b>	<b>Closed Date</b>	<b>Work Code</b>
206 (E288): 2005 HME INTRUDER <b>Date(s): 04/01/2023 - 04/30/2023</b>	3163	Miles	04/01/2023	<b>14: A SERVICE</b>
210 (E72): 2009 SMEAL METRO STAR	3162	Miles	04/01/2023	<b>14: A SERVICE</b>
219 (L87): 2019 SMEAL METRO STAR	3161	Miles	04/01/2023	<b>14: A SERVICE</b>
214 (E74): 2013 SMEAL METRO STAR	3159	Miles	04/01/2023	<b>14: A SERVICE</b>
513 (L72): 2022 SMEAL	3158	Miles	04/01/2023	<b>14: A SERVICE</b>
222 (E89): 2021 SMEAL METRO STAR	3118	Miles	04/01/2023	<b>07: EMISSIONS</b> Part: 54881 - 5/8" Male Hose Barb Part: 50-2408 - 5/8" Hose Clamp Part: 90-362 - 5/8" Kimball Valve <b>09: ELECTRICAL</b> Part: 704684 - Rev Parts Ignition Switch <b>10: B SERVICE</b> Part: 1748XD - Napa Engine Oil Filter Part: FF63054NN - Fleet Guard Fuel Part: FS1098 - Fleet Guard Fuel Filter Part: 9478 - Napa Engine Air Filter Part: 15W40 - Motor Oil(Qts.) Labor: 5098178 - VENTO, CHRISTOPHER Labor: 5780466 - NGUYEN, FERSON Labor: 6995875 - FAGUNDES, MICHAEL
227 (New E82): 2022 SMEAL	3117	Miles	04/01/2023	<b>10: B SERVICE</b> Part: LF4002NN - Fleet Guard Oil Filter Part: FS20121 - Fleet Guard Fuel Filter Part: FF63041NN - Fleet Guard Fuel Part: 7478 - Napa Engine Air Filter Part: 15W50 - Motor Oil(Qts.) Part: 14002NN - Fleet Guard Fuel Filter Labor: 5780466 - NGUYEN, FERSON Labor: 6995875 - FAGUNDES, MICHAEL



## Uniform Regulations

### 1036.1 PURPOSE AND SCOPE

The purpose of this policy is to establish standards and guidance for District personnel who wear a uniform. A well-groomed professional appearance is the key to maintaining the public's trust and gaining respect from the people and the communities in which we serve.

### 1036.2 POLICY

District employees such as the Administrative Officer (AO), Administrative Assistant (AA), Heavy Equipment Mechanic (HEM), Senior Fire Inspector, Fire Inspector, Equipment Services Assistant, Information Technology Administrator (IT), as well as Paid-Call Company Officers (CO), Paid-Call Fire Apparatus Operators (FAO), Paid-Call Firefighters, and Paid-Call Heavy Fire Equipment Operators (HFEO) shall wear the assigned official uniform based on their rank or classification when representing the District on official business. This will include, but is not limited to, events that the employee could interact with a member of the public, such as emergency response, fire station coverage assignments, inspections, public education events, training sessions or other planned events or meetings, and as directed by the Fire Chief or their designee. Members of the District Board of Directors are encouraged to wear the assigned official uniform when representing the District on official business. This policy does not supersede District policy regarding the use of any personal protective equipment (PPE).

### 1036.3 PROCEDURES

The District has designated that the standard uniform shall consist of pants, belt, and T-Shirt in accordance with District specifications. In addition to the above uniform items, members holding the rank of Paid-Call Company Officer, Paid-Call Fire Apparatus Operator, Paid-Call Heavy Fire Equipment Operator, Senior Fire Inspector and Fire Inspector shall wear uniform shirts with patches, badge, collar brass and name plate in accordance with District specifications.

#### 1036.3.1 ISSUANCE

The District will issue one (1) name plate, one (1) badge, two (2) collar Insignia, and uniform shirt patches to new members at time of appointment to the position or when reaching the appropriate rank. A loan slip (Form FCO-20) is required for the badge and collar insignia, signed by both the issuing officer and the member.

Badges and collar insignia will be surrendered to an employee's supervisor when the employee separates from the District or incurs a change in employment which no longer requires a badge or collar insignia.

#### 1036.3.2 UNIFORM ALLOWANCE

The District will issue a payment for the uniform allowance to qualified employees at the time of appointment to the position or when reaching the appropriate rank or qualified status as described

# Fresno County Fire Protection District

## Policy Manual

### *Uniform Regulations*

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below. The newly hired uniform allowance payment will be issued in the following amounts based on the employee classification:

- Administrative Officer \$200.00
- Administrative Assistant \$200.00
- Paid-Call Firefighters (all ranks) \$1,120.00
- Senior Fire Inspector \$1,440.00
- Fire Inspector (part-time) \$1,260.00
- Fire Inspector (full-time) \$1,440.00
- Information Technology Administrator \$200.00
- Heavy Equipment Mechanic \$660.00
- Equipment Services Assistant \$1,440.00
- Board Director \$100

If a uniformed employee separates prior to Twelve (12) months of service, the uniform payment, will be prorated based on months served and an accounts receivable amount will be billed to the employee to reimburse the Fire District for any inactive and or non-qualifying months. For Paid-Call Firefighters (all ranks), an active month is defined by completing one hour of training and recording that training in the system of record and or responding to one call for service and recording that response in the system of records. If neither condition was met and no salary was earned, the month shall not qualify as "Active" and the allowance amount will be reduced proportionately.

All other employees must report for regular scheduled hours to meet or exceed two weeks of scheduled hours in a month to qualify for payment as an active month. Board Directors shall be considered "Active" for each month during their appointment term.

An additional uniform allowance will be issued at the end of the first 12 months of service and after every 12 months of service thereafter.

- Administrative Officer \$15.00 per active month, up to \$180.00 annually
- Administrative Assistant up to \$15.00 per active month, up to \$180.00 annually
- Paid-Call Firefighters (all ranks) \$25.00 per active month, up to \$300.00 annually
- Senior Fire Inspector \$50.00 per active month, up to \$600.00 annually
- Fire Inspector (part-time) \$40.00 per active month, up to \$480.00 annually
- Fire Inspector (full-time) \$50.00 per active month, up to \$600.00 annually
- Information Technology Administrator, \$15.00 per active month, up to \$180.00 annually
- Heavy Equipment Mechanic \$33.00 per active month, up to \$396.00 annually
- Equipment Services Assistant, \$50.00 per active month, up to \$600.00 annually

## *Uniform Regulations*

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- Board Director, \$5.00 per active month, up to \$60.00 annually

It is the employee's responsibility to maintain and replace uniform garments at the employee's expense due to normal wear out or damage incurred while performing duties under direction of the District. The annual uniform allowance is intended to cover the employee's coming year's uniform expenses. If a uniformed employee separates prior to Twelve (12) months of service, the additional uniform payment, will be prorated based on months served and an accounts receivable amount will be billed to the employee to reimburse the Fire District for any inactive and or non-qualifying months.

### **1036.4 OFFICIAL UNIFORM**

The District has designated that the official uniform for ranks of PCF and Fire Inspector shall consist of pants, belt, t-shirt, uniform shirt with name tag, badge, collar insignia and boots as appropriate. Fire Inspectors also have the option of wearing a polo shirt with District embroidery.

Members holding the rank of PCF Company Officer, and/or PCF Fire Apparatus Operators will be issued a badge, name tag, and collar insignia in accordance with department specifications and policy. PCF Firefighters and Fire Inspectors will be issued a badge and name tag. Hats and cold weather gear are optional, but must meet the District specifications and policy if worn. The AO and AA uniform will consist of the approved polo shirt to be worn with casual office wear. Only the designated garments and accessories listed are permitted to be worn with the official uniform.

### **1036.5 UNIFORM MAINTENANCE**

Personnel are required to keep the uniform clean, neat, and properly fitting. The District maintains discretion in allowing personnel to wear repaired garments as part of their uniform. Uniform items with visible areas of wear or disrepair which detract from the employee's appearance will not be permitted. Supervisors of uniformed personnel are responsible for enforcing this section.

### **1036.6 UNIFORM REQUIREMENTS**

Personnel shall maintain an adequate supply of uniforms to meet the needs of their assignment and maintain the uniforms in an acceptable condition. Badge, collar insignia, and name tag shall not be worn with the Polo shirt and should only be worn with the uniform shirt.

#### **1036.6.1 PCF FIREFIGHTER AND PCF HFEO**

The PCF Firefighter and PCF HFEO will be required to have available for use prior to the first training session:

- Uniform Shirt – one (1) each (can be long or short sleeve) with 2 patches or polo with District specified embroidery
- Badge – one (1) each
- Name Tag – one (1) each
- Pants - two (2) each
- Belt - one (1) each

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### *Uniform Regulations*

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- T-Shirts – four (4) each
- Black Leather boots

#### 1036.6.2 PCF COMPANY OFFICER / PCF FIRE APPARATUS OPERATOR

The PCF Company Officer and PCF Fire Apparatus Operator will be required to have available for use at time of appointment to or promotion:

- Uniform Shirt – one (1) each (can be long or short sleeve) with 2 patches or polo with District specified embroidery
- Badge – one (1) each
- Collar Insignia—one (1) set
- Name Tag – one (1) each
- Pants - two (2) each
- Belt - one (1) each
- T-Shirts – four (4) each
- Black Leather boots

#### 1036.6.3 FIRE INSPECTOR / PART-TIME FIRE INSPECTOR / EQUIPMENT SERVICE ASSISTANT

The Fire Inspector will be required to have available for use:

- Uniform Shirt – three (3) each, or two (2) each for Part-time Fire Inspector (can be long sleeve or short) with 2 patches or polo shirt with District specified embroidery
- Badge – one (1) each
- Name Tag – one (1) each
- Pants - two (2) each
- Belt - one (1) each
- T-Shirts – five (5) each, or three (3) each for part-time Fire Inspectors
- Black Leather boots

#### 1036.6.4 ADMINISTRATION OFFICER / ADMINISTRATIVE ASSISTANT/ IT ADMINISTRATOR

The Administrative Officer, Administrative Assistant, and IT Administrator will be required to have available for use:

- Polo shirt or Button-Down Dress Shirt - five (5) total. Each shirt with District specified embroidery.

#### 1036.6.5 HEAVY EQUIPMENT MECHANIC

The Heavy Equipment Mechanic will be required to have available for use:

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- Uniform Shirt – one (1) each (can be long sleeve or short) with 2 patches or polo shirt with District specified embroidery
- Badge – one (1) each
- Name Tag – one (1) each
- Pants - three (3) each
- Belt - one (1) each
- T-Shirts – five (5) each
- Black Leather boots

#### 1036.6.6 BOARD DIRECTOR

The Board Director will be required to have available for use:

- Polo shirt - one (1) each. Each shirt with District specified embroidery.
- Button-Down Dress Shirt - one (1) each. Each shirt with District specified embroidery.

#### 1036.7 UNIFORM PROTOCOLS

- (a) Sweatshirt - The approved sweatshirt may be worn over the uniform shirt while performing work activities during cold weather. (See embroidery specifications)
- (b) Jacket - The approved jacket may be worn with the uniform shirt while performing work activities during cold weather. Place approved patch on both shoulders of jacket and/or follow District embroidery specifications.
- (c) T-Shirt - The long sleeve T-Shirt shall not be worn with a short sleeve uniform shirt.
- (d) Cap – Baseball Style - The approved baseball style cap is authorized to be worn with the uniform.

#### 1036.8 UNIFORM SPECIFICATIONS

##### 1036.8.1 UNIFORM SHIRT

Flying Cross, Nomex IIIA (Navy Blue):

- Short Sleeve 9800 (Male) 9810 (Female)
- Long Sleeve 9820 (Male) 9830 (Female)

Workrite, Nomex IIIA (Midnight Navy):

- Short Sleeve 700MNX-45-MN (Male) 701MNX-45-MN (Female)
- Long Sleeve 705MNX-45-MN (Male) 706MNX-45-MN (Female)

##### 1036.8.2 POLO SHIRT

Quick Dry Performance such as Magcomsen MCS-99-2 or 5-11 brand

# Fresno County Fire Protection District

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- Short Sleeve Navy Blue with embroidery consistent with District policy
- Long Sleeve Navy Blue with embroidery consistent with District policy

#### 1036.8.3 BUTTON-DOWN DRESS SHIRT

- Short Sleeve Black, Navy Blue, or Red with embroidery consistent with District Policy
- Long Sleeve Black, Navy Blue, or Red with embroidery consistent with District Policy

#### 1036.8.4 UNIFORM PANTS

- Flying Cross (Navy Blue): 98200 (Male) 98250 (Female)
- Workrite (Midnight Navy): 400NX75 (Male) 401NX75 (Female)
- Workrite Wildland Tactical (Midnight Navy): FP62MN

#### 1036.8.5 BOOTS

##### PCF

- Black leather
- Lace-type work boot
- Vibram style deeply lugged soles and heels
- Minimum 8" high leather top
- Hard toe material (hard leather or similar)

##### FIRE INSPECTOR / MECHANIC / EQUIPMENT SERVICE ASSISTANT

- Black leather work boot
- Vibram style slip resistant
- Hard toe material (hard leather or similar)

#### 1036.8.6 T-SHIRT

- Short or Long Sleeve
- Crew Neck
- 100% Heavyweight Cotton (6.0 ounces or heavier)
- Markings must conform to District policy
- Color must closely match Nomex IIIA uniform shirt
- The long sleeve T-Shirt shall not be worn with a short uniform shirt.

#### 1036.8.7 BELT

- 1 3/4" Black Basket weave
- 1 1/2" Square style buckle with center bar

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- nickel-finish

#### 1036.8.8 PATCHES

- Worn on both sleeves
- Centered 1" below shoulder seam on coats/jackets
- Centered ½" below shoulder seam on uniform shirts

#### 1036.8.9 BADGES

Employees in approved classifications will be issued badges commensurate with their classifications for the duration of employment. The District identification cards are to indicate the number of the badge assigned and must be reissued when a change in badge number or status occurs. Badges will be surrendered to an employee's supervisor when the employee (1) separates from the District, or (2) incurs a change in employment which no longer requires a badge.

- Style A242-13260 Entenmann Rovin, Nickel
- 1<sup>st</sup> Banner – Rank (Company Officer, Fire Apparatus Operator, Inspector)
- 2<sup>nd</sup> Banner – "FRESNO COUNTY"
- Center Insignia – Firefighter Cluster matching District Patch
- 3<sup>rd</sup> Banner – "FIRE DISTRICT"
- 4<sup>th</sup> Banner – "Badge Number"
- Worn on left chest centered 2" above pocket

#### 1036.8.10 COLLAR INSIGNIA

Employees in approved classifications will be issued collar insignia commensurate with their classifications for the duration of employment. Collar insignia will be surrendered to an employee's supervisor when the employee (1) separates from the District, or (2) incurs a change in employment which no longer requires collar insignia

- Nickel, solid circular shape - 1" diameter
- Rank designation CAO or FAO

#### 1036.8.11 NAME PLATE

- Plastic (7/8" by 3-1/4" size)
- Engraved
- Black lettering
- First Name (or Initial) and Last Name
- Employee Name: Times New Roman (TNR) 26 point font
- FRESNO COUNTY FIRE below Employee Name: TNR 15.6 point font

# Fresno County Fire Protection District

## Policy Manual

### Uniform Regulations

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- Silver Background
- Worn on uniform shirt center at the top of the right pocket

#### 1036.8.12 OPTIONAL ITEMS

##### Cap - Baseball Style

- Dark Navy Blue (closely matching uniform shirt and pants)
- Mid-Crown (3-1/2")
- Embroidery consistent with District policy

##### Beanie

- Skull Cap or Fold over style
- Dark Navy Blue (closely matching uniform shirt and pants)

##### Sweatshirt

- Dark Blue (Closely matching uniform shirt and pants)
- Heavyweight, Cotton/Polyester fleece
- Pullover, with half-zipper
- Standup cadet collar
- See embroidery specification for sweatshirt

##### Jacket

- 5.11 or equivalent (Job Shirt, Precinct, Specialist Jacket, Chameleon #48099, or 5 in 1 Jacket 2.0, #48360)
- Dark Blue (Closely matching uniform shirt and pants)
- District approved patch on both shoulders of jacket and or District logo embroidered on left chest above the pocket.

##### Insignia

###### UNITED STATES FLAG

- Metal Emblem
- Not to exceed ½" in size
- Worn centered 1" above name plate on uniform shirt

###### EMS – Star of Life

- Metal Emblem
- Not to exceed 1" in size
- Worn centered 1" above name plate on uniform shirt



## *Uniform Regulations*

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- Worn to the left of the flag pin if worn together

### **1036.9 EMBROIDERY/MARKINGS SPECIFICATIONS**

#### Polo Shirt / Button-Down Dress Shirt / Sweatshirt

A miniature District logo is embroidered on the front, left breast of the garment where the badge would be worn.

Name is placed on the right breast of the garment in the Silver-Maderia color SILVER 1811 color using ½" Arial font.

#### Cap - Baseball Style

"FRESNO COUNTY FIRE PROTECTION DISTRICT" embroidered on the front.



# FRESNO COUNTY FIRE

PROTECTION DISTRICT

*Honor, Integrity, Cooperation & Professionalism*

## MEMORANDUM

**Date:** May 10, 2023

**To:** Board Directors

**Attn:** Matt Furrer  
President

**From:** Fire District Staff

**Subject:** Resolution 2023-02 Electing to Become Subject to the Uniform Construction Cost Accounting Procedures Promulgated by the State Controller Pursuant to The Public Contract Code Section 22019

## **BOARD OF DIRECTOR'S BRIEFING PAPER**

### **ISSUE:**

Staff has determined that the District will benefit from participating in the California Uniform Construction Cost Accounting Act.

### **BACKGROUND:**

The Act is legislation that was enacted in 1983 to help promote "uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the state". The attached frequently asked questions (FAQs) provides additional information about the Act. The District must elect by resolution to become subject to the Act's requirements. Participation in the Act also requires the adoption of an informal bidding ordinance or policy.

### **DISCUSSION:**

While researching procurement policy and procedures, staff discovered the California Uniform Construction Cost Accounting Act. There are 1,537 participating agencies in the Act, and 400 of those agencies are special districts.

The benefits to participating in the Act are increased limits for informal bidding, and increased limits for public works, force account projects completed by the District.

The Act requires additional accounting and tracking of costs related to force account work. Staff believe that the benefits outweigh the required need for additional accounting and tracking of force account work.

**ALTERNATIVES:**

There are no recommended alternatives.

**IMPACTS** (*Consider potential consequences related to each of the following areas of concern for proposed alternatives*):

- Fiscal – No significant impacts
- Operational – additional accounting and tracking of costs related to force account work.
- Legal – No Known impacts
- Labor - No known impacts
- Sociopolitical - No known impacts
- Policy - No known impacts
- Health and safety - No known impacts
- Environmental – No known impacts
- Interagency - No known impacts

**RECOMMENDATION:**

It is recommended by Staff that the District Board of Director's proceed with approving Resolution 2023-2 Electing to Become Subject to the Uniform Construction Cost Accounting Procedures Pursuant to the Public Contract Code Section 22019

**APPROVED:**

  
\_\_\_\_\_  
Josh I. Chrisman, Administration Officer

May 10, 2023  
\_\_\_\_\_  
Date

# CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING

## ACT FREQUENTLY ASKED QUESTIONS (FAQs)

These FAQs have been compiled to assist agencies that are participating in the California Uniform Public Construction Cost Accounting Act (the Act), as contained in Public Contract Code (PCC) Section 22000, et seq. All references are to PCC, unless otherwise stated.

### 1. What is the Uniform Public Construction Cost Accounting Act?

The Act is legislation that was enacted in 1983 to help promote “uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the state” (Section 22001). The Act is a voluntary program available to all public entities in the State, but it applies only to those public agencies that have “opted in” to the provisions set forth by the Act using the processes outlined in the Act. The entirety of the Act is found at Sections 22000-22045.

### 2. What are some of the key provisions of the Act?

The Act allows for public project work in the amount of \$60,000 or less to be performed by a public agency’s force account using the public agency’s own resources, or by negotiated contract, or by purchase order (Section 22032(a)). Public projects in the amount of \$200,000 or less may use the informal or formal bidding procedures set forth in Section 22032(b) or (c) of the Act. Public projects at a cost of more than \$200,000 must use formal bidding procedures to let the contract pursuant PCC Section 22032(c).

### 3. What are the benefits of the program?

- Increased force account limit for public agencies;
- Simplified bidding for projects that are \$200,000 or less;
- Reduced number of formal bids based on project size; and
- Expedited contracting for projects under \$200,000.

Many participating agencies appreciate the program because it has given them more leeway in the execution of public works projects under a certain dollar amount; sped up the award process; expedited project delivery; reduced the time, effort, and expense associated with bidding projects under \$200,000; and simplified administration for those projects. Few agencies have experienced challenges with the accounting requirements and overhead provisions. Moreover, adjustments, when required, have been relatively simple; most required procedures were already in place, so there were few, if any, major changes to existing operations. The current Standard Accounting Codes Structure satisfies reporting requirements when used properly.

4. Is the Uniform Public Construction Cost Accounting Act mandatory for public agencies?

No. The Act is a voluntary program requiring a public agency to “opt in” using the process outlined in the Act.

5. How does a public agency become subject to the Act?

The governing body must elect by resolution to become subject to the Act and must file a copy of the approved resolution with the State Controller’s Office (Section 22030). Sample documents are available at: [http://www.sco.ca.gov/ard\\_cuccac.html](http://www.sco.ca.gov/ard_cuccac.html). Once an agency has opted into the Act, it will remain a part of the program.

6. May a public agency withdraw from the Act?

Yes. An agency may withdraw from the Act by filing with the State Controller’s Office an approved resolution of the agency’s election to withdraw that was made during a public meeting of the agency’s governing body.

7. Must a participating agency “opt in” to the Act annually?

No. Once a participating agency “opts in” to the Act, the agency remains subject to the Act until it “opts out” of the Act.

8. What is the California Uniform Construction Cost Accounting Commission?

The Commission was created to administer the Act, per Section 22010. It consists of 14 members: 13 members appointed by the State Controller and the License “A” member of the Contractors’ State License Board. Seven members represent the public sector (counties, cities, school districts, and special districts). Six members represent the private sector (public works contractors and unions). The Commission members receive no salary, but are eligible for reimbursement of their direct expenses related to the Commission.

9. What are the Uniform Public Construction Cost Accounting Procedures?

These procedures are to be used for tracking costs for work performed by an Agency’s own forces on a “project” as defined by the Act (Section 22002(c)). The procedures do not apply to operations or maintenance work, or any work that meets the criteria listed in Section 22002(d).

These procedures are intended to capture and record all direct and indirect labor, materials, equipment, subcontractors, and supervision costs, as well as the appropriate overhead costs for the public agency associated with each “project” it performs with its own forces. The procedures follow industry-standard accounting methods, and in many cases are not much different from those already in place at most agencies. Sample forms are available in the CUCCAC Cost Accounting Policies and Procedures Manual at [http://www.sco.ca.gov/Files-ARD-Local/CUCCAC\\_Manual.pdf](http://www.sco.ca.gov/Files-ARD-Local/CUCCAC_Manual.pdf)

School districts may use the Standard Accounting Code Structure to comply with tracking requirements.

10. Are the cost accounting procedures applicable for agencies whose work forces perform only maintenance tasks as defined in the Act and that contract all of their public projects to third parties?

No. The cost accounting procedures are applicable only for agencies that perform public project work such as construction and alteration by force account or otherwise. As maintenance does not constitute a “project” under the Act, the cost accounting procedures do not apply.

11. When are participating agencies required to advertise if they choose to maintain a list of qualified contractors?

At least once per calendar year, each Public Agency that has elected to become subject to the Act and intends to use the notice provisions outlined in Section 22034(a) must establish a new list or update its existing list of qualified contractors by mailing, faxing, or emailing written notice to all construction trade journals designated for that Agency under Section 22036. The notice must invite all licensed contractors to submit the name of their firms to the Agency for inclusion on the Agency’s list of qualified bidders for the following twelve (12) months. Effective January 1, 2016, a participating agency can choose a specific date of their choice in which to renew its list of qualified contractors.

12. May an agency that chooses to maintain a list add a contractor to the list at any time during the year?

Yes.

13. What is meant by the term “qualified contractors” as used in section 22034(a)(1) of the Act?

*Qualified contractors* are contractors licensed by the State to perform the subject work. The Commission has determined that nothing in the Act prohibits a participating agency from using additional objective pre-qualification standards in the formation and maintenance of their Qualified Contractors Lists if they so desire.

14. How can a contractor get on an agency’s list of contractors?

The California Uniform Public Construction Cost Accounting Commission’s webpage has a list of agencies that are participating in the California Uniform Public Construction Cost Accounting Act (CUPCCAA). Please contact each agency directly to let them know you would like to be on their list of contractors. For a list of participating agencies, please see the “Participating Agency Lists” header at the following link:

[https://www.sco.ca.gov/ard\\_cuccac.html](https://www.sco.ca.gov/ard_cuccac.html)

More detailed instructions for contractors can be found in Section 1.04.01 of the Cost Accounting Policies and Procedures Manual

15. Can a public agency disqualify or exclude certain contractors from the Qualified Contractors List required in Section 22034(a)(1)?

Agencies may disqualify contractors from Qualified Contractors Lists when the contractors fail to furnish information to meet the minimum criteria as established by the Commission.

16. For agencies that do not maintain an informal bidders list, are they allowed to choose who would get notifications of projects?

No. Section 22034(a)(2) provides for notifications to construction trade journals and exchanges in lieu of sending notifications to contractors on an informal bidders list. An agency may send notices to selected contractors provided it has also met the advertisement requirements of Section 22034(a).

17. What is the difference between “qualifying contractors” under the Act and “prequalification of contractors” by school districts under Section 20101?

Qualifying contractors is a process that allows contractors to register with a public agency for notification of public works opportunities. The prequalification process under Section 20101 is a more complex process that requires a standardized questionnaire and evaluation of contractors using standard scoring criteria. The prequalification process is applicable under the Local Agency Public Construction Act, and does not apply to the Uniform Public Construction Cost Accounting Act.

18. Does a contractor have to be on an agency’s contractor list in order to perform projects less than \$60,000?

No, any public project less than the \$60,000 informal bidding threshold can be performed by employees of the public agency, by negotiated contract, or by purchase order. An agency’s list of contractors is only required to be alerted of projects that surpass the informal bidding threshold.

19. Must a public agency a) notify contractors about public projects if the contractors are believed to not have the skills, credentials, or experience to perform the work required for the public project; and b) consider bids submitted by contractors that the public agency believes do not have the skills, credentials, or experience to perform the work?

a) Yes. If a contractor is on the Qualified Contractors List, the contractor must be notified by the agency of public projects for which he or she is licensed to perform (Section 22034(a)(1)).

b) All bids received must be considered, unless an agency makes appropriate legal findings that a contractor is not legally responsible or his or her bid is not responsive.

20. Does the Act allow flexibility in cases of emergency and when repair or replacements are necessary to permit the continued conduct of a public agency's operations or services?

Yes. For the purposes of the Public Contract Code, an "emergency" is defined at Section 1102 as "a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services."

The Act sets forth in Section 22035(a) how a governing body should proceed in case of emergency repairs or replacements. This section states:

In cases of emergency when repair or replacements are necessary, the governing body may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the governing body, by contractor, or by a combination of the two. Section 22050 et seq., provides the emergency contract procedures to be followed in these cases.

21. Do the alternative bidding procedures apply only to public projects as defined in Section 22002(c)?

The alternative bidding procedures apply only to work that constitutes a "public project" as defined in Section 22002(c) and has a construction cost within the limits described in Section 22032. The alternative bidding procedures are not required for the purchase of goods or materials that are not part of a "public project."

However, as outlined in Section 22003, a participating agency may also use the alternative bidding procedures when contracting for maintenance or other work that does not fall within the definition of a "public project" if it so chooses.

22. What will membership in the Act cost my agency?

Nothing. There are no membership fees or dues. However, the Commission does accept grants to assist it in carrying out its duties (Section 22015(c)).

23. What are the most common concerns addressed by the Act?

These are:

- Cost accounting policies and procedures;
- Informal bidding procedures; and
- Accounting procedures review.

Cost accounting requirements for the Act follow those common to the construction industry. The informal bidding on public projects up to \$200,000 is seen by agencies as an effective tool to expedite completion of small projects. While an accounting procedures review could potentially hold up a



project for a minimum of 45 days pursuant to Section 22043(c)(1), these types of reviews have been rare in the Commission's history.

24. Must an agency calculate an overhead rate to apply the accounting procedures?

No. Cities with populations of less than 75,000 must assume an overhead rate equal to 20% of the total costs of the public project, including the costs of material, equipment, and labor (Section 22017(b)(1)). Cities with a population of more than 75,000 may either calculate an actual overhead rate or assume an overhead rate of 30% of the total costs of a public project including the costs of materials, equipment, and labor (Section 22017(b)(2)).

25. When a public entity opts into the Act, does the Act supersede other contracting legal requirements such as statutory requirements for performance bonds, prevailing wages, and certificates of insurance, etc.?

No. The Act supersedes only the bidding procedures used once a public agency has opted into the Act and has notified the Controller. All other contracting requirements of the PCC remain applicable.

26. Can a public agency claim to be to be exempt from following all of the requirements in Public Contract Code by claiming it only has to follow the language and procedures within the Act?

No. The Act is part of the Public Contract Code; therefore, if the Act is silent on a particular matter, then the Public Contract Code applies on that matter.

27. If public agencies are not following the advertising requirements in the Act, will the Commission address those agencies? Can a complaint be brought to the Commission?

Yes. Recent legislative changes have expanded the Commission's authority to enforce provisions of the Act. The Commission may review complaints filed by interested parties when evidence is provided that:

- The participating agency performed work after rejecting all bids, claiming it could do the work less expensively (Section 22042(a)).
- The work performed exceeded the force account limits (Section 22042(b)).
- The work was improperly classified as maintenance (Section 22042(c)).
- A public agency did not comply with the informal bidding procedures set forth at Section 22034 (Section 22042.5).

28. Section 20112 specifically requires school districts to advertise twice for a two-week period, while Section 22037 requires advertising once, 14 days in advance of the date of opening of bids. How do participating school districts reconcile this conflict?

When the Act is in conflict with any other section in the Public Contract Code, the Act shall supersede. The Act requires advertising once, 14 days in advance of the date of opening of bids. Districts participating in the Act may choose to maximize their outreach by advertising twice.

29. May a public agency contract separately for like work at the same site at the same time using the under \$60,000 Force Account method?

No. Section 22033 states:

It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding.

Separating "like work" would be permitted only if the total of all the "like work" is less than \$60,000. If the work is more than \$60,000, it must be advertised and bid according to the provisions of the Act (i.e. bid informally if the total amount is less than \$200,000; bid formally if the total amount exceeds \$200,000).

30. May a public agency bid out two separate projects that occur at the same time and site, but are different types of work?

Yes. There is no violation if the work is competitively bid. If an agency wishes to use the negotiated or informal bidding processes, it must apply the appropriate limits to each of the projects. Each project must be separate in scope. Projects may not be separated by trade to avoid bidding. If the total of all jobs is greater than \$60,000 then the informal or formal bid limits apply.

31. Can an agency separately bid out for the materials and supplies on a project to avoid contractor markup and then bid out for the installation labor or perform installation with its own forces?

An agency may separately procure the materials and supplies for a project; however, all costs (materials, supplies, labor) of a project must be included in the project cost estimate to determine whether the project falls within the force account, informal bid, or formal bid thresholds.

In addition, if installation is performed by force account, an overhead rate must be applied to all direct costs of the project and included in the cost estimate. For example, if materials/supplies cost \$50,000 to procure separately and the estimated labor cost to install is \$25,000, the project could not be performed with force account, but would fall within the informal bid threshold because the total cost estimate is \$75,000.

32. Must a value be assigned to the volunteer labor when the California Conservation Corps or another volunteer organization provides labor on a public project?

No. Volunteer labor from volunteer organizations does not need to be included as a cost of a public project for bid limit purposes as long as no costs are associated with the volunteer labor.

33. By opting into the Act, does a public agency automatically bring all of its component divisions or departments into the Act?

Yes. When a public agency elects to become subject to the uniform construction cost accounting procedures, the entire legal entity is considered subject to the Act and no divisions or departments are exempt.

34. When a public agency opts into the Act, does it automatically bring all districts under control of its governing Board into the Act?

No. Special Districts, which are governed by a board of supervisors or city council, are subject only if a separate election is made for each special district.

35. PCC 22034 requires that participating agencies adopt an Informal Bidding Ordinance. What do schools and special districts that cannot adopt Ordinances do to comply?

Agencies that do not have the ability to adopt Ordinances should discuss Section 22034 compliance with their legal counsel.

36. Are change orders allowed by the Act, and if so what is allowable? What if a change order goes over one of the allowed thresholds?

The Act does not address change orders. Please consult with your agency's legal counsel regarding any limitation on change orders that may apply to your agency.

37. Is there any training related to the Act? If so, where can I find a list of where the training is offered?

SCO has information regarding the Act on the SCO/CUCCAC website, including the current Cost Accounting and Procedures Manual. Often, commissioners are willing to provide training, answer questions, and/or give a presentation in order to assist agencies in getting the full benefits of participating in the Act.

38. The Act states that public projects of sixty thousand dollars (\$60,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order. However, the Department of Industrial Relations (DIR) states any project over \$1,000 has to pay prevailing wages. How do the Act and DIR guidance work together?

The Act and DIR are completely separate and govern different aspects of public projects. The Act focuses on bidding related to public projects and DIR deals with wages paid by contractors on public projects. However, they may relate in that if prevailing wages are not paid on a public project, that could potentially impact the total cost of a project which would require a different bidding process utilized under the Act.

Additional inquiries and questions may be directed by email to [LocalGovPolicy@sco.ca.gov](mailto:LocalGovPolicy@sco.ca.gov), or by regular mail to:

State Controller's Office  
Local Government Programs and Services Division  
Local Government Policy Section  
P.O. Box 942850  
Sacramento, CA 94250



# FRESNO COUNTY FIRE

PROTECTION DISTRICT  
Avenue

210 South Academy

Sanger, California 93657  
Telephone: (559) 493-4300  
Fax: (559) 875-8473

## RESOLUTION No. 2023-02

IN THE MATTER OF:

A RESOLUTION OF THE FRESNO COUNTY FIRE PROTECTION DISTRICT BOARD OF DIRECTORS ELECTING TO BECOME SUBJECT TO THE UNIFORM CONSTRUCTION COST ACCOUNTING PROCEDURES PROMULGATED BY THE STATE CONTROLLER PURSUANT TO THE PUBLIC CONTRACT CODE SECTION 22019.

**WHEREAS**, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

**WHEREAS**, Public Contract Code section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes such a uniform cost accounting standard;

**WHEREAS**, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Fresno County Fire Protection District hereby elects under Public Contract Code section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs that the District Administration Officer notify the State Controller forthwith of this election.

This Resolution shall take effect upon its adoption.

The foregoing Resolution was duly PASSED, APPROVED and ADOPTED at the regular meeting of the District Board of Directors held on the 17th day of May, 2023, at Del Rey, California, on motion made by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly carried with the following roll call vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Matt Furrer, Board President

**Certification of Resolution**

ATTEST:

I **Bailey Castaneda** duly appointed as the Clerk of the Board of the Fresno County Fire Protection District do hereby certify that the above is a true and correct copy of District **Resolution No. 2023-02**.

WITNESS MY HAND OF THE FRESNO COUNTY FIRE PROTECTION DISTRICT, on the 17th day of May 2023.

\_\_\_\_\_  
Signature  
Clerk of the Board, Fresno County Fire Protection District

APPROVED AS TO FORM:

\_\_\_\_\_  
William D. Ross  
District Counsel



# FRESNO COUNTY FIRE

PROTECTION DISTRICT

*Honor, Integrity, Cooperation & Professionalism*

## MEMORANDUM

**Date:** May 11, 2023

**To:** Board Directors

**Attn:** Matt Furrer  
President

**From:** Fire District Staff

**Subject:** Ordinance 2023-03 Relating to the California Uniform Construction Cost Accounting Act to Provide Informal Bidding Procedures for District Construction Contracts

## **BOARD OF DIRECTOR'S BRIEFING PAPER**

### **ISSUE:**

Staff has determined that the District will benefit from participating in the California Uniform Construction Cost Accounting Act.

### **BACKGROUND:**

The Act is legislation that was enacted in 1983 to help promote "uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the state". If the District elects by resolution to become subject to the Act's requirements, the District must adopt of an informal bidding ordinance or policy.

### **DISCUSSION:**

This ordinance is required to satisfy the requirements of participating in the Act. Procurement policy that is currently being developed will also satisfy the requirements of the Act.

### **ALTERNATIVES:**

There are no recommended alternatives.

**IMPACTS** (*Consider potential consequences related to each of the following areas of concern for proposed alternatives*):

- Fiscal – No significant impacts
- Operational – additional accounting and tracking of costs related to force account work.
- Legal – No Known impacts
- Labor - No known impacts
- Sociopolitical - No known impacts
- Policy - No known impacts
- Health and safety - No known impacts
- Environmental – No known impacts
- Interagency - No known impacts

**RECOMMENDATION:**

It is recommended by Staff that the District Board of Director's proceed with approving Ordinance 2023-03 Relating to the California Uniform Construction Cost Accounting Act to Provide Informal Bidding Procedures for District Construction Contracts

**APPROVED:**

  
\_\_\_\_\_  
Josh I. Chrisman, Administration Officer

May 11, 2023  
\_\_\_\_\_  
Date



**ORDINANCE NO. 2023 - 03**

**AN ORDINANCE OF THE FRESNO COUNTY FIRE PROTECTION DISTRICT RELATING TO THE CALIFORNIA UNIFORM CONSTRUCTION COST ACCOUNTING ACT TO PROVIDE INFORMAL BIDDING PROCEDURES FOR DISTRICT CONSTRUCTION CONTRACTS**

**WHEREAS**, California Public Contract Code Section 22000 et seq., the Uniform Public Construction Cost Accounting Act (the "Act"), establishes a uniform cost accounting standard for construction work performed or contracted by local agencies; and

**WHEREAS**, the California Uniform Construction Cost Accounting Commission (the "Commission") established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

**WHEREAS**, the Fresno County Fire Protection District Board of Directors has elected to become subject to the procedures set forth in the Act, and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each be amended from time to time.

**NOW, THEREFORE**, the Board of Directors of the Fresno County Fire Protection District hereby ordains as follows:

**SECTION 1. Bidding Procedures For Public Projects**

The Fresno County Fire Protection District (District) adopts the procedures set forth herein for the bidding and award of Public Projects.

**(a) Informal bid procedures**

Public projects, as defined by the Uniform Public Construction Cost Accounting Act (Section 22000 et. seq. of the Public Contract Code) (the "Act") and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et. seq., of the Public Contract Code.

**(b) Contractors list**

A list of contractors shall be developed and maintained by the District Administration Officer in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission (the "Commission").

**(c) Notice inviting informal bids**

Where a public project is to be performed, which is subject to the provisions of this Chapter, a notice inviting informal bids shall be mailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 1(b) and to all

construction trade journals as specified by the Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the District's discretion, provided however:

- (1) If there is no list of qualified contractors maintained by the District for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.
- (2) If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

**(d) Award of contracts**

The Fire Chief or his/her designee is authorized to award informal contracts pursuant to this Chapter.

**SECTION 2. Conflicts**

All other Ordinances or parts of Ordinances in conflict with this Ordinance are repealed.

**SECTION 3. Severability**

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors of the Fresno County Fire Protection District declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional.

**SECTION 4. Legal Right**

Nothing in the Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or Ordinance repealed by this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this Ordinance.

**SECTION 5. Publishing**

The Clerk of the Fresno County Fire Protection District Board of Directors is ordered and directed to cause this Ordinance to be published in accordance with the provisions of Government Code Section 25124.

**SECTION 6. Effective Date**

This Ordinance becomes effective 30 days after passage.

The foregoing Ordinance was PASSED, APPROVED, and ADOPTED at a regular meeting of the Board of Directors of the Fresno County Fire Protection District held on June 21, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Matt Furrer  
President of the Board of Directors

**ATTEST:**

---

Bailey Castaneda  
Clerk, Board of Directors

**APPROVED AS TO FORM:**

**APPROVED TO CONTENT:**

---

William D. Ross, District Counsel

---

Dustin Hail, Fire Chief



# FRESNO COUNTY FIRE

PROTECTION DISTRICT

*Honor, Integrity, Cooperation & Professionalism*

## MEMORANDUM

**Date:** May 11, 2023

**To:** Board Directors

**Attn:** Matt Furrer  
President

**From:** Fire District Staff

**Subject:** Resolution 2023-03 Awarding a Design-Build Construction Agreement to Zumwalt Construction, Inc. for the Construction of Fire Station 72

## **BOARD OF DIRECTOR'S BRIEFING PAPER**

### **ISSUE:**

The Fire Station 72 ad-hoc committee has finalized the RFP (Request for Proposal) evaluation and negotiation process and has determined that Zumwalt Construction, Inc. is the best value to design-build the new Fire Station 72.

### **BACKGROUND:**

On September 20, 2022 the District released the RFP for the design-build of the new Fire Station 72. The RFP Proposals were due to the District on November 14, 2022.

### **DISCUSSION:**

The Fire Station 72 ad-hoc committee is recommending that the District Board of Directors approve awarding a Design-Build Construction Agreement to Zumwalt Construction, Inc. The Construction Agreement shall not be considered binding upon the District until executed by the authorized District officials.

### **ALTERNATIVES:**

The District Board of Directors could decide to not build the new Fire Station 72 at this time.

**IMPACTS** *(Consider potential consequences related to each of the following areas of concern for proposed alternatives):*

- Fiscal – Commitment of \$5.5 million to the construction of a new Fire Station 72
- Operational – The District Fire Station 72 will provide a stable District presence in the Friant and Millerton-New Town area.
- Legal – No Known impacts
- Labor – The new District Fire Station 72 will provide improved working conditions for fire fighting staff.
- Sociopolitical - No known impacts
- Policy - No known impacts
- Health and safety - No known impacts
- Environmental – No known impacts
- Interagency - No known impacts

**RECOMMENDATION:**

It is recommended by Staff that the District Board of Director's proceed with approving Resolution 2023-03 Awarding a Design-Build Construction Agreement to Zumwalt Construction, Inc. for the Construction of Fire Station 72

**APPROVED:**

\_\_\_\_\_  
Josh I. Chrisman, Administration Officer

\_\_\_\_\_  
Date



# FRESNO COUNTY FIRE

PROTECTION DISTRICT

210 South Academy Avenue  
Sanger, California 93657  
Telephone: (559) 493-4300  
Fax: (559) 875-8473  
[www.fresnocountyfire.org](http://www.fresnocountyfire.org)

## RESOLUTION No. 2023-03

IN THE MATTER OF:

AWARDING A DESIGN-BUILD CONSTRUCTION AGREEMENT TO ZUMWALT CONSTRUCTION, INC. FOR THE CONSTRUCTION OF FIRE STATION 72

**WHEREAS**, the District desires to construct a new Fire Station 72 on land in the Friant area; and

**WHEREAS**, the District has conducted a Request for Qualifications, a Request for Proposals, and extensive negotiations process to select a design-build entity for the design and construction of new Fire Station 72; and

**WHEREAS**, Zumwalt Construction, Inc. was selected as the best value Design-Build Entity to design and construct new Fire Station 72; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Fresno County Fire Protection District hereby awards a design-build construction agreement to Zumwalt Construction, Inc. for the construction of new Fire Station 72.

**BE IT FURTHER RESOLVED**, that Matt Furrer, President of said Board be and herby is authorized to sign and execute said agreement on behalf of the Fresno County fire Protection District.

This Resolution shall take effect upon its adoption.

The foregoing Resolution was duly PASSED, APPROVED and ADOPTED at the regular meeting of the District Board of Directors held on the 17th day of May, 2023, at Del Rey, California, on motion made by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly carried with the following roll call vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_

John Arabian, Board Vice President

**Certification of Resolution**

ATTEST:

I **Bailey Castaneda** duly appointed as the Clerk of the Board of the Fresno County Fire Protection District do hereby certify that the above is a true and correct copy of District **Resolution No. 2023-03**.

WITNESS MY HAND OF THE FRESNO COUNTY FIRE PROTECTION DISTRICT, on the 17th day of May 2023.

\_\_\_\_\_  
Signature  
Clerk of the Board, Fresno County Fire Protection District

APPROVED AS TO FORM:

\_\_\_\_\_  
William D. Ross  
District Counsel

# EXHIBIT 1

## Conceptual Estimate

Fresno County Fire Protection District  
 Fire Station 72, Schematic 3 (Wood-Framed Option)



5/8/2023

Item	DIV	Description	Zumwalt	OFOI	Amount	Notes
1	1	Construction Administration*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	70,000.00	Includes Special Testing & Inspection
2	1	SWPPP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	45,600.00	Installation, maintenance
3	1	Qualified Biologist	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
4	3	Site Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	487,295.00	
5	3	Building Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	330,824.00	
6	3	Concrete Sealer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	32,300.00	
7	5	Masonry, Stone Veneer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	40,300.00	
8	5	Metal Fabrication	<input checked="" type="checkbox"/>	<input type="checkbox"/>	27,000.00	
9	6	Rough Carpentry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	403,216.00	
10	6	Casework & Countertops	<input checked="" type="checkbox"/>	<input type="checkbox"/>	74,872.00	
11	7	Sheet Metal Flashing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	16,725.00	
12	7	Asphalt Shingle Roofing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	125,136.00	
13	7	Gutters & Downspouts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7,964.00	
14	7	Roof Hatch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5,200.00	
15	7	Roof Access Ladder	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2,200.00	
16	7	Insulation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	19,118.00	
17	8	Storefront	<input checked="" type="checkbox"/>	<input type="checkbox"/>	66,240.00	
18	8	Doors, Frames, Hardware	<input checked="" type="checkbox"/>	<input type="checkbox"/>	55,000.00	
19	8	Overhead Coiling Doors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	257,400.00	
20	9	Drywall	<input checked="" type="checkbox"/>	<input type="checkbox"/>	152,944.00	
21	9	Ceramic Tile	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6,090.00	
22	9	Flooring	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15,600.00	
23	9	Acoustical Ceilings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17,114.96	
24	9	Paint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	49,349.00	
25	10	Toilet Partitions & Accessories	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10,500.00	
26	10	Signage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5,200.00	
27	10	Covered Patio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	18,200.00	
28	10	Fire Extinguishers & Cabinets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2,060.00	
29	10	Window Treatments	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
30	10	Flagpole	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
31	10	Work Bench	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
32	10	Station Alerting System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
33	10	Entry Logo	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
34	10	Monument Sign	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
35	10	FF&E	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
36	10	Lockers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
37	10	Residential Appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
38	10	Turnout Storage Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
39	10	Storage Shed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
40	10	Outdoor BBQ	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
41	10	PPE Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
42	10	PPE Extractor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
43	10	Ice maker	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
44	10	Air Compressor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
45	10	Hose Drying Rack	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
46	10	Gym Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
47	10	Propane Tank	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
48	10	Fuel Tank	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
49	10	Fuel Dispenser	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	
50	21	Fire Sprinklers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	83,424.00	
51	22	Plumbing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	194,656.00	
52	23	HVAC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	472,736.00	
53	26	Building Electrical	<input checked="" type="checkbox"/>	<input type="checkbox"/>	451,880.00	
54	26	Site Electrical	<input checked="" type="checkbox"/>	<input type="checkbox"/>	179,620.00	
55	26	Solar	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-	







# AIA<sup>®</sup> Document A102<sup>®</sup> – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

**AGREEMENT** made as of the Eighteenth day of May in the year Two Thousand Twenty-Three

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

Fresno County Fire District  
210 S. Academy Ave.  
Sanger, CA 93657  
Telephone Number: (559) 493-4300

and the Contractor:

*(Name, legal status, address and other information)*

Zumwalt Construction, Inc.  
5520 E Lamona Ave.  
Fresno, CA 93727  
Telephone Number: (559) 252-1000  
Fax Number: (559) 252-1005

for the following Project:

*(Name, location and detailed description)*

Fire Station 72  
Fresno County  
Construction of a new 6,952 square foot wood-framed Fire Station with 3-apparatus bays and general site improvements.

The Architect:

*(Name, legal status, address and other information)*

TETER Architects  
7535 N. Palm Avenue, Suite 201  
Fresno, CA 93711  
Telephone Number: (559) 437-0887

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(3B9ADA56)

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## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the

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Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 4.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

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

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

**§ 4.3 Substantial Completion**

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

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

Not later than Three Hundred Thirty-Five ( 335 ) calendar days from the date of commencement of the Work.

By the following date:

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

**§ 4.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

**ARTICLE 5 CONTRACT SUM**

**§ 5.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

**§ 5.1.1** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)*

4.5% of the Cost of Work plus Bonds & Insurance

**§ 5.1.2** The method of adjustment of the Contractor's Fee for changes in the Work:

Percentage of the Cost of Work

**§ 5.1.3** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

15%

**§ 5.1.4** Rental rates for Contractor-owned equipment shall not exceed percent ( %) of the standard rental rate paid at the place of the Project.

**§ 5.1.5** Unit prices, if any:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 5.1.6** Liquidated damages, if any:  
*(Insert terms and conditions for liquidated damages, if any.)*

**§ 5.1.7** Other:  
*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

**§ 5.2 Guaranteed Maximum Price**

**§ 5.2.1** The Contract Sum is guaranteed by the Contractor not to exceed Five Million Five Hundred Thousand Dollars and Zero Cents (\$ 5500000.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

**§ 5.2.2 Alternates**

**§ 5.2.2.1** Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

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

Item	Price	Conditions for Acceptance
------	-------	---------------------------

**§ 5.2.3** Allowances, if any, included in the Guaranteed Maximum Price:  
*(Identify each allowance.)*

Item	Price
PG&E Service Extension	\$75,000

**§ 5.2.4** Assumptions, if any, upon which the Guaranteed Maximum Price is based:  
*(Identify each assumption.)*

See EXHIBIT 1 Conceptual Estimate for assumptions, clarifications, definitions, and specific exclusions.

**§ 5.2.5** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

#### **ARTICLE 6 CHANGES IN THE WORK**

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Contractor’s Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

#### **ARTICLE 7 COSTS TO BE REIMBURSED**

##### **§ 7.1 Cost of the Work**

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

##### **§ 7.2 Labor Costs**

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

§ 7.2.3 Wages or salaries of the Contractor’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

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**§ 7.2.4** Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

**§ 7.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

**§ 7.3 Subcontract Costs**

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

**§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of the Contractor's site office, including general office equipment and supplies.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ 7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

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**§ 7.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

**§ 7.6.4** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

**§ 7.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

**§ 7.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

**§ 7.6.6** Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

**§ 7.6.7** Costs of document reproductions and delivery charges.

**§ 7.6.8** Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

**§ 7.6.9** Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

**§ 7.6.10** Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

**§ 7.6.11** That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

## **§ 7.7 Other Costs and Emergencies**

**§ 7.7.1** Other costs incurred in the performance of the Work, with the Owner's prior approval.

**§ 7.7.2** Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

**§ 7.7.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

## **§ 7.8 Related Party Transactions**

**§ 7.8.1** For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

**§ 7.8.2** If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the

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User Notes:

(3B9ADA56)



related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

#### **ARTICLE 8 COSTS NOT TO BE REIMBURSED**

**§ 8.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

#### **ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS**

**§ 9.1** Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

**§ 9.2** Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### **ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS**

**§ 10.1** Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

**§ 10.1.1** When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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**§ 10.2** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

#### **ARTICLE 11 ACCOUNTING RECORDS**

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

#### **ARTICLE 12 PAYMENTS**

##### **§ 12.1 Progress Payments**

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

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

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

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

**§ 12.1.4** With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

**§ 12.1.5** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

**§ 12.1.5.1** The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 12.1.5.2** The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

**§ 12.1.5.3** When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

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**§ 12.1.6** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ 12.1.7** In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 12.1.7.1** The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified; and
- .4 The Contractor’s Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

#### **§ 12.1.8 Retainage**

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

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

5%

**§ 12.1.8.1.1** The following items are not subject to retainage:

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

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

*(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

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**§ 12.1.8.3** Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

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

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

**§ 12.1.11** The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

**§ 12.1.12** In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## **§ 12.2 Final Payment**

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

- .1** the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2** the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3** a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

**§ 12.2.2** Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

**§ 12.2.2.1** If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

**§ 12.2.2.2** Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

**§ 12.2.2.3** If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the

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disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect’s final Certificate for Payment.

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

**§ 12.2.4** If, subsequent to final payment, and at the Owner’s request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

**§ 12.3 Interest**

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

*(Insert rate of interest agreed upon, if any.)*

NaN % monthly

**ARTICLE 13 DISPUTE RESOLUTION**

**§ 13.1 Initial Decision Maker**

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 13.2 Binding Dispute Resolution**

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

*(Check the appropriate box.)*

Arbitration pursuant to Section 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

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

**ARTICLE 14 TERMINATION OR SUSPENSION**

**§ 14.1 Termination**

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

**§ 14.1.2 Termination by the Owner for Cause**

**§ 14.1.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor’s Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

**§ 14.1.2.2** The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

**§ 14.1.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

**§ 14.2 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Contractor’s Fee as described in Article 5 and Section 6.4 of this Agreement.

**ARTICLE 15 MISCELLANEOUS PROVISIONS**

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

**§ 15.2** The Owner’s representative:

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

Matt Furrer  
210 S. Academy Ave.Sanger, CA 93657  
Telephone Number: (559) 493-4300

Mobile Number: Mobile Number: (559) 647-4310  
Email Address: Email Address: matt.furrer@fresnocountyfire.org

**§ 15.3** The Contractor’s representative:

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(Name, address, email address and other information)

Robert McKnight  
5520 E Lamona Ave.Fresno, CA 93727  
Telephone Number: (559) 252-1000

Mobile Number: (559) 241-9888  
Email Address: rmcknight@zumwaltconst.com

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

**§ 15.5 Insurance and Bonds**

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents.

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

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 15.7 Other provisions:

**ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS**

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A102™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

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Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

**.8 Other Exhibits:**  
*(Check all boxes that apply.)*

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

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

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

Conceptual Estimate dated 5/8/2023; Option 5, which includes a wood-framed structure and concrete paving throughout the site.

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

\_\_\_\_\_  
**OWNER (Signature)**  
 Matt Furrer, Board of Directors, President  
 \_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR (Signature)**  
 Robert McKnight, President  
 \_\_\_\_\_  
*(Printed name and title)*

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# **Additions and Deletions Report for**

## **AIA® Document A102® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 06:58:54 PT on 05/12/2023.

### **PAGE 1**

**AGREEMENT** made as of the Eighteenth day of May in the year Two Thousand Twenty-Three

...

Fresno County Fire District  
210 S. Academy Ave.  
Sanger, CA 93657  
Telephone Number: (559) 493-4300

...

Zumwalt Construction, Inc.  
5520 E Lamona Ave.  
Fresno, CA 93727  
Telephone Number: (559) 252-1000  
Fax Number: (559) 252-1005

...

Fire Station 72  
Fresno County  
Construction of a new 6,952 square foot wood-framed Fire Station with 3-  
apparatus bays and general site improvements.

...

TETER Architects  
7535 N. Palm Avenue, Suite 201  
Fresno, CA 93711  
Telephone Number: (559) 437-0887

### **PAGE 3**

A date set forth in a notice to proceed issued by the Owner.

...

Not later than Three Hundred Thirty-Five ( 335 ) calendar days from the date of commencement of the Work.

...

4.5% of the Cost of Work plus Bonds & Insurance

...

Percentage of the Cost of Work

...

15%

**PAGE 4**

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Five Million Five Hundred Thousand Dollars and Zero Cents (\$ 5500000.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

...

PG&E Service Extension                      \$75,000

...

See EXHIBIT 1 Conceptual Estimate for assumptions, clarifications, definitions, and specific exclusions.

**PAGE 9**

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

**PAGE 10**

5%

**PAGE 12**

NaN % monthly

...

Arbitration pursuant to Section 15 of AIA Document A201-2017

**PAGE 13**

Matt Furrer  
210 S. Academy Ave.Sanger, CA 93657  
Telephone Number: (559) 493-4300

Mobile Number: Mobile Number: (559) 647-4310  
Email Address: Email Address: matt.furrer@fresnocountyfire.org

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**Robert McKnight**

5520 E Lamona Ave. Fresno, CA 93727

Telephone Number: (559) 252-1000

Mobile Number: (559) 241-9888

Email Address: [rmcknight@zumwaltconst.com](mailto:rmcknight@zumwaltconst.com)

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Conceptual Estimate dated 5/8/2023; Option 5, which includes a wood-framed structure and concrete paving throughout the site.

...

Matt Furrer, Board of Directors, President

Robert McKnight, President

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Robert McKnight, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 06:58:54 PT on 05/12/2023 under Order No. 2114333979 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A102™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*