



**Sonoma County Fire District Board of Directors**  
**Regular Board Meeting Agenda**  
**Tuesday February 15, 2022 5:00PM**  
Location: Fire Station 1 - 8200 Old Redwood Hwy. Windsor

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*The Board meeting agenda and all supporting documents are available for public review at 8200 Old Redwood Highway, Windsor, CA, 72 hours in advance of a scheduled board meeting. Materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet, and not otherwise exempt from disclosure, will be made available for public inspection at the District Office at 8200 Old Redwood Hwy, Windsor, during normal business hours and on the website at [www.sonomacountyfd.org](http://www.sonomacountyfd.org). Copies of supplemental materials distributed at the Board meeting will be available for public inspection at the meeting location.*

*In accordance with the Americans with Disabilities Act, anyone needing special assistance to participate in this meeting should contact District Executive Assistant Kathy Washington at the District Office at 707-838-1170. Notification 48-hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.*

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

President Klick

Vice President Tognozzi

Director So

Secretary/Treasurer Weaver

Director Hamann

Director Treanor

Director Briare

**REPORT OUT ON CLOSED SESSION**

1. January 18, 2022
2. February 3, 2022

**OPEN TIME FOR PUBLIC EXPRESSION**

(Three-minute time limit)

This is an opportunity for any member of the public to briefly address the District Board on any matter that does not appear on this agenda. Items that appear to warrant a lengthier presentation or Board consideration may be placed on the agenda for discussion at a future meeting.

**AGENDA ADJUSTMENTS**

*An opportunity for the Board President to approve adjustments to the current agenda.*

**SONOMA COUNTY PROFESSIONAL FIREFIGHTERS' ASSOCIATION PRESIDENT'S REPORT**

*An opportunity for the President of the Sonoma County Professional Firefighters Association to address the Board on matters of the Association.*

**DIRECTOR REPORTS**

*An opportunity for Directors to report on their individual activities related to District business.*

**FIRE CHIEF'S REPORT**

*Chief Heine will report on District administration and operations.*



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**CONSENT CALENDAR ITEMS**

*These items can be acted on in one consolidated motion or may be removed from the Consent Calendar and separately considered at the request of any Director.*

1. Approve the minutes from the January 18, 2022, Regular Board of Directors Meeting
2. Approve bills and payables for January 2022.
3. 2021/2022 Mid-Year Budget Presentation

**ACTION ITEMS**

1. **CONSIDERATION OF APPROVAL OF VIDEOCONFERENCE IN COMPLIANCE WITH AB361**  
*The Board will consider approval of findings that there remains a State proclaimed COVID-19 health emergency and local officials continue to impose or recommend measures to promote social distancing.*
2. **RESOLUTION 2022-01 AMENDING THE 2021-2022 FISCAL YEAR BUDGET**  
*The Board will consider amending the 2021-2022 budget to include anticipated changes to revenue and expenses.*
3. **RESOLUTION 2022-02 AMENDING THE DISTRICT FUND BALANCE POLICY, ESTABLISHING AN EMERGENCY AMBULANCE SERVICE FUND, AND INCREASING THE APPARATUS REPLACEMENT FUND AND THE EQUIPMENT REPLACEMENT FUND**  
*The Board will consider amending the fund balance policy to accommodate the new emergency ambulance service fund and increasing the apparatus and equipment replacement funds.*
4. **CONSIDER BID FOR PROPOSAL- HVAC EQUIPMENT REPLACEMENT**  
*The Board will consider reviewing and rejecting the bid; and readvertising the RFP under Government Code section 20813(c)*
5. **CONSIDERATION OF APPROVAL OF REVISED ORGANIZATION CHART**  
*The Board will consider approval of revised organization chart that has been updated to show current filled positions, anticipated positions, and realignment of EMS functions.*

**COMMITTEE REPORT**

1. Standing Committee: Finance Committee
2. Ad Hoc: Facilities

**FINANCIAL REPORTS**

**COMMUNICATIONS**

**CLOSED SESSION**



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1. Existing Litigation - Sonoma County Fire District and California Fire Chiefs Association, Inc. vs. County of Sonoma, Sonoma County Department of Health Services. Sonoma County Superior Court, SCV-269745. (Government Code Section 54956.9(d))
  2. Anticipated Litigation (two cases) (Government Code Section 54956.9(b)).

**REPORT OUT ON CLOSED SESSION WILL BE AT OPEN MEETING ON MARCH 15, 2022**

**ADJOURNMENT**



**Sonoma County Fire District Board of Directors**  
**Regular Board Meeting Minutes**  
**Tuesday January 18, 2022 5:00PM**  
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**CALL TO ORDER**

Klick called meeting to order at 5:00

Present for Staff: Chief Heine, DC Busch, EMS Chief Windrem, Bolduc, Washington, Flowers

Present for Counsel: Adams

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

President Klick-present

Director Treanor-present

Vice President Tognozzi-present

Secretary/Treasurer Weaver-present

Director So-present

Director Hamann-present

Director Briare-present

**REPORT OUT ON CLOSED SESSION**

1. December 14, 2021- instruction given to staff, no action taken.
2. January 10, 2022- instruction given to staff, no action taken.

**OPEN TIME FOR PUBLIC EXPRESSION**

None

**AGENDA ADJUSTMENTS**

None

**SONOMA COUNTY PROFESSIONAL FIREFIGHTERS' ASSOCIATION PRESIDENT'S REPORT**

*An opportunity for the President of the Sonoma County Professional Firefighters Association to address the Board on matters of the Association.*

President Stornetta spoke and reported out on the employee funded medical; voted on a new union dues structure; new members for peer support team (9 members); staff continues to work hard during the challenges we are facing due to COVID; assessment centers

**PRESENTATION**

**1. STANDARD OF COVER REPORT**

*The Board will receive a presentation by Deputy Chief Busch regarding the October 2021 Standard of Cover report.*

Deputy Chief Busch gave a PowerPoint presentation reviewing the Standards of Cover for our District.

**2. BRIEFING ON THE COVID PANDEMIC**

*Staff will brief the Board on the impacts to the District on the COVID pandemic.*

EMS Division Chief Windrem gave a briefing on updated COVID guidelines and protocols.

**DIRECTOR REPORTS**

President Klick reported that he was part of the ribbon cutting ceremony at station 6 on Friday 1/14/22.



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**FIRE CHIEF'S REPORT**

Deputy Chief Busch provided a PowerPoint presentation reviewing the activities over the past month. He discussed that we had 10,509 calls for service in 2021; 571 calls for service so far this year; 4,2,9,1,3,7,8,5,6 are the stations in order of busiest; we conducted an ISO hauled water exercise; BC and Captains assessments; Ribbon cutting for station 6; Request for proposals open for station 5 generator, station 1 HVAC and alerting system; Busy fire activity as of late; Blood drives continue and we have completed 2 and one to go at the Windsor Community Center 1/29/22; We are on the agenda with the County of Sonoma for consolidation with Bodega Bay on 1/25/22.

**CONSENT CALENDAR ITEMS**

A motion by Briare and a second by Treanor approved the minutes from the December 14, 2021, regular board, January 10, 2022, special board meeting as well as the bills and payables for December 2021. Roll call vote 7-0-0.

**ACTION ITEMS**

1. **CONSIDERATION OF APPROVAL OF VIDEOCONFERENCE IN COMPLIANCE WITH AB361**  
*The Board will consider approval of findings that there remains a State proclaimed COVID-19 health emergency and local officials continue to impose or recommend measures to promote social distancing.*  
A motion by Treanor and a second by So approved the videoconference option. Roll call vote 7-0-0
  
2. **COMMITTEE RE-ASSIGNMENTS**  
*The Board will consider its appointments to standing and ad hoc committees.*  
Facility- Klick, Tognozzi, Weaver.  
Finance- Briare, Treanor, Hamann.
  
3. **AUTHORIZE THE PURCHASE OF TWO (2) TYPE 1 FIRE APPARATUS-COST NOT TO EXCEED \$1,500,000.00**  
*The Board will consider authorizing the purchase of two (2) Type 1 Fire Apparatus from the designated Apparatus Replacement Fund.*  
A motion by Hamann and a second by Briare authorized the purchase of two type 2 engines. Roll call vote 7-0-0
  
4. **SURPLUS PROPERTY**  
*The Board will consider declaring the District assets listed in report as surplus and authorize the disposal/donation of the property.*  
A motion by Tognozzi and a second by So authorized the surplus property to be donated to the SRJC for future Firefighter training. Roll call vote 7-0-0

**COMMITTEE REPORT**

1. Standing Committee: Finance Committee- None
2. Ad Hoc: Facilities- None

**FINANCIAL REPORTS**

Enclosed

**COMMUNICATIONS**

None



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**CLOSED SESSION- Entered into closed session at 6:00**

1. Anticipated Litigation (two cases) (Government Code Section 54956.9(b)).

**REPORT OUT ON CLOSED SESSION WILL BE AT OPEN MEETING ON FEBRUARY 15, 2022**

**ADJOURNMENT**

**6:55**

  
Kathy Washington- Secretary to the Board



Sonoma County Fire District Board of Directors  
Staff Report

Date: February 15, 2022

Topic: Budget Amendments to the 2021-2022 Fiscal Year Budget  
Establishing an Emergency Ambulance Service Fund  
Increasing Fund Designations to the Apparatus Replacement Fund and the Equipment Replacement Fund

**Recommendations:**

- 1) Approve Resolution #2022-01 - Amending the 2021-2022 Fiscal Year Final Budget
- 2) Approve Resolution #2022-02 - Amending the District Fund Balance Policy, Establishing an Emergency Ambulance Service Fund and Increasing funding of the Apparatus Replacement Fund and Equipment Replacement Fund

**Background:**

Midyear budget amendments are necessary and reflect current fire district revenue and expenditure activities and projected activities through the remainder of the current fiscal year.

The Board adopted a District Fund Balance Policy on August 31, 2021 (Resolution 2021-21). Staff recommends modifying the policy to include the establishment of an Emergency Ambulance Service Fund that will allow the District to designate funding specific to the enhanced delivery of Emergency Medical Services.

Staff recommends that the Board of Directors consider the following Midyear Budget Adjustments Recommendations and approve Resolutions 2022-01 and 2022-02:

**1) Adjust the 2021-2022 Final Budget for Actual Strike Team Expenditures and Anticipated Reimbursements**

Increase 5914-Overtime Strike Team Expenditure (\$820,000), Increase 5915-ST Coverage (\$15,000), Increase 5916-OT ST Coverage (\$250,000), Increase 5918-OOC Strike Team OT (\$5,000.) with offsetting Revenue increases in 2900-Refund ST Wages (\$1,090,000)

<b>Total Revenue Adjustments</b>	<b>\$1,090,000</b>
<b>Total Expense Adjustments</b>	<b>\$1,090,000</b>
<b>Impact to Fund Balance</b>	<b>\$0</b>



**Sonoma County Fire District Board of Directors  
Staff Report**

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**2) Adjust the 2021-2022 Final Budget for the purchase of Two Type 1 Engines**

Increase 8560-Equipment Expenditure by \$1,500,000.00 from the Apparatus Replacement Fund, per Board actions on January 18,2022 for the purchase of two Type I engines.

<b>Total Revenue Adjustments</b>	<b>\$0</b>
<b>Total Expense Adjustments</b>	<b>\$1,500,000</b>
<b>Impact to Fund Balance (Apparatus Replacement Fund)</b>	<b>-\$1,500,000</b>

**3) Increase Board Designation to Apparatus Replacement Fund**

Increase the Revenue Account 2906-Reimbursement-ST Apparatus (\$500,000) to recognize at least 90% of the apparatus reimbursement funds received per the fund designation policy, and designate those funds to the apparatus replacement fund (90% = \$460,234 rounded up to \$500K)

<b>Total Revenue Adjustments</b>	<b>\$500,000</b>
<b>Total Expense Adjustments</b>	<b>\$0</b>
<b>Impact to Fund Balance (Apparatus Replacement Fund)</b>	<b>+\$500,000</b>

**4) Increase Board Designation to Equipment Replacement Fund**

Increase the Revenue Account 2905-Refunds Other (\$80,000) to recognize the unanticipated disaster reimbursement revenue and designate those funds to the Equipment replacement fund to fund the computer server replacement that is due in fiscal year 2022-2023

<b>Total Revenue Adjustments</b>	<b>\$80,000</b>
<b>Total Expense Adjustments</b>	<b>\$0</b>
<b>Impact to Fund Balance (Equipment Replacement Fund)</b>	<b>+\$80,000</b>





Sonoma County Fire District Board of Directors  
Staff Report

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5) **Establish and provide an initial fund designation for an Emergency Ambulance Services Fund**

Increase the Revenue Account 2900-Refunds ST- Wages (\$900,000) to recognize the unanticipated disaster reimbursement revenue and designate those funds to a new Emergency Ambulance Services Fund

<b>Total Revenue Adjustments</b>	<b>\$900,000</b>
<b>Total Expense Adjustments</b>	<b>\$0</b>
<b>Impact to Fund Balance (Emergency Ambulance Services Fund)</b>	<b>+\$900,000</b>

Attachments:

Resolution 2022-1

2021-2022 Budget Adjustment Detail

Resolution 2022-2

Resolution No.2022-01  
Dated: February 15, 2022

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SONOMA COUNTY FIRE DISTRICT, OF SONOMA COUNTY, STATE OF CALIFORNIA,  
AMENDING THE FY 2021-2022 FINAL BUDGET**

**WHEREAS**, the Board of Directors of the Sonoma County Fire District adopted a final budget for the period of July 1, 2021 to June 30, 2022 for the General Fund for the 2021-2022 fiscal year;

**WHEREAS**, the Board of Directors of the Sonoma County Fire District has reviewed the amendments to the final budget for the period of July 1, 2021 to June 30, 2022 for the General Fund for the 2021-2022 fiscal year;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Sonoma County Fire District does adopt an amended final budget for the General Fund for the 2021-2022, for the period of July 1, 2021 to June 30, 2022 fiscal year in the amount of \$27,695,869;

**THE FOREGOING RESOLUTION** was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and adopted by the following vote:

President Klick \_\_\_\_\_, Vice President Tognozzi \_\_\_\_\_; Director Briare \_\_\_\_\_  
Director Hamann \_\_\_\_\_; Director So \_\_\_\_\_; Director Treanor \_\_\_\_\_  
Director Weaver \_\_\_\_\_

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT/NOT VOTING \_\_\_\_\_

**WHEREUPON**, the President declared the foregoing resolution adopted and **SO ORDERED**

Attested:

Signature: \_\_\_\_\_  
Kathy Washington- Secretary of the Board



Sonoma County Fire District  
 Fiscal Year 2021-2022 Amended Final Budget  
 For the Period of July 1, 2021 to June 30, 2022

	Final Adopted Budget	MidYear Budget Amendments	Revised Final 2021-2022 Budget
<b>10 - Taxes</b>			
1000 - Property Taxes - CY Secured	\$10,172,976	\$0	\$10,172,976
1001 - CY Direct Taxes - Special Tax	\$7,184,183	\$0	\$7,184,183
1008 - RDA Increment	-763,394	\$0	-\$763,394
1011 - SB2557 Property Tax Administration	-106,000	\$0	-\$106,000
1014 - AB 1290 RDA Pass-throughs	\$210,322	\$0	\$210,322
1017 - Residual Property Tax - RPTTF	\$533,192	\$0	\$533,192
1020 - Property Tax - CY Supplemental	\$106,000	\$0	\$106,000
1040 - Property Tax - CY Unsecured	\$422,130	\$0	\$422,130
1061 - PY Special Tax	\$22,000	\$0	\$22,000
<b>Total 10 - Taxes</b>	<b>\$17,781,409</b>	<b>\$0</b>	<b>\$17,781,409</b>
<b>17 - Use of Money/Property</b>			
1700 - Interest on Pooled Cash	\$7,500	\$0	\$7,500
1800 - Rents and Concessions	\$48,827	\$0	\$48,827
<b>Total 17 - Use of Money/Property</b>	<b>\$56,327</b>	<b>\$0</b>	<b>\$56,327</b>
<b>20 - Intergovernmental Revenues</b>			
2440 - ST- HOPTR	\$97,800	\$0	\$97,800
2495 - Sonoma County Abatement Program Grant	\$92,000	\$0	\$92,000
2496 - NOAA Radios Grant	\$122,000	\$0	\$122,000
2500 - Grant Funding	\$105,666	\$0	\$105,666
2600 - County Tax Exchange Agreement	\$1,894,795	\$0	\$1,894,795
2700 - Town of Windsor (Mitigation Fund)	\$100,833	\$0	\$100,833
2900-Refund ST Wages	\$0	\$1,990,000	\$1,990,000
2906-Reimbursements ST Apparatus	\$0	\$500,000	\$500,000
2905-Redunds Other	\$0	\$80,000	\$80,000
<b>Total 20 - Intergovernmental Revenues</b>	<b>\$2,413,094</b>	<b>\$2,570,000</b>	<b>\$4,983,094</b>
<b>30 - Charges for Services</b>			
3145 - Plans & Inspection Services	\$50,000	\$0	\$50,000
3600 - Reach Helicopter Program Revenue	\$556,600	\$0	\$556,600
3661 - Fire Control Services	\$10,000	\$0	\$10,000
3670 - Ambulance Billings	\$950,000	\$0	\$950,000
<b>Total 30 - Charges for Services</b>	<b>\$1,566,600</b>	<b>\$0</b>	<b>\$1,566,600</b>
<b>40 - Miscellaneous Revenues</b>			
4040 - Misc. Revenue	\$24,100	\$0	\$24,100
4041 - Graton Rancheria	\$898,917	\$0	\$898,917
4103 - Work Comp Reimbursement	\$75,000	\$0	\$75,000
4159 - Lytton Tribal Funds	\$85,000	\$0	\$85,000
4160 - Be Well Firefighters Grant	\$15,000	\$0	\$15,000
<b>Total 40 - Miscellaneous Revenues</b>	<b>\$1,098,017</b>	<b>\$0</b>	<b>\$1,098,017</b>
<b>Total Revenue</b>	<b>\$22,915,447</b>	<b>\$2,570,000</b>	<b>\$25,485,447</b>
Transfer in from Sonoma County Fire District's (SCFD) Reserve (Fund Balance)	\$710,422	\$0	\$710,422
Transfer In from SCFD's Apparatus Replacement Fund	\$0	\$1,500,000	\$1,500,000
<b>Total Revenue and Transfers</b>	<b>\$23,625,869</b>	<b>\$4,070,000</b>	<b>\$27,695,869</b>

	Final Adopted Budget	MidYear Budget Amendments	Revised Final 2021-2022 Budget
<b>50 - Salaries/Employment Benefits</b>			
5906 - Volunteer Firefighter Stipends/Pay	\$30,000	\$0	\$30,000
5907 - Apprentice Firefighter Stipends	\$60,000	\$0	\$60,000
5910 - Permanent Positions	\$10,432,489	\$0	\$10,432,489
5911 - Part Time Employees	\$0	\$0	\$0
5912 - Overtime	\$1,800,000	\$0	\$1,800,000
5913 - On-Call Stipends	\$109,500	\$0	\$109,500
5914- Overtime Strike Team Exp	\$0	\$820,000	\$820,000
5915-ST Coverage	\$0	\$15,000	\$15,000
5916- OT ST Coverage	\$0	\$250,000	\$250,000
5918- OOC Strike Team OT	\$0	\$5,000	\$5,000
5923 - PERS - District Expense	\$2,903,933	\$0	\$2,903,933
5924 - Medicare/FICA	\$145,542	\$0	\$145,542
5929 - Retiree Health Ins/Benefits	\$159,864	\$0	\$159,864
5930 - Health Insurance	\$1,760,136	\$0	\$1,760,136
5931- Disability Insurance	\$30,031	\$0	\$30,031
5932 - Dental Insurance	\$157,896	\$0	\$157,896
5933 - Life Insurance	\$6,279	\$0	\$6,279
5934 - Vision Insurance	\$12,833	\$0	\$12,833
5935 - Unemployment Insurance	\$21,132	\$0	\$21,132
5940 - Worker's Comp	\$881,399	\$0	\$881,399
5970 - Deferred Comp	\$50,400	\$0	\$50,400
5971 - PTO Payout	\$0	\$0	\$0
5972 - Medical Stipend	\$27,816	\$0	\$27,816
Planned Salary Savings	-52,871	\$0	-\$52,871
<b>Total 50 - Salaries/Employment Benefits</b>	<b>\$18,536,379</b>	<b>\$1,090,000</b>	<b>\$19,626,379</b>

	Final Adopted Budget	MidYear Budget Amendments	Revised Final 2021-2022 Budget
<b>60 - Services/Supplies</b>			
6015 - Annexation Related Expense	\$50,222	\$0	\$50,222
6021 - Uniform Expense	\$80,000	\$0	\$80,000
6022 - Safety Clothing	\$141,110	\$0	\$141,110
6040 - Communications	\$119,000	\$0	\$119,000
6060 - Food	\$10,000	\$0	\$10,000
6084 - Janitorial Supplies	\$25,000	\$0	\$25,000
6100 - Insurance	\$248,005	\$0	\$248,005
6140 - Maintenance-Equip & Apparatus	\$345,050	\$0	\$345,050
6154 - Maintenance-Equip.-Hose Replace	\$32,300	\$0	\$32,300
6180 - Maintenance Buildings	\$67,450	\$0	\$67,450
6261 - Medical Supplies	\$293,142	\$0	\$293,142
6280 - Memberships	\$24,400	\$0	\$24,400
6300 - Prevention Materials	\$19,847	\$0	\$19,847
6400 - Office Expense	\$17,000	\$0	\$17,000
6410 - Postage	\$2,500	\$0	\$2,500
6457 - Computer Charges	\$208,192	\$0	\$208,192
6461 - Employee Wellness Programs	\$94,125	\$0	\$94,125
6462 - Furniture	\$32,500	\$0	\$32,500
6463 - Resource Materials	\$58,000	\$0	\$58,000
6500 - Professional/Special Services	\$382,997	\$0	\$382,997
6501 - Weed Abatement Program Contract	\$92,000	\$0	\$92,000

**60 - Services/Supplies Cont.**

6587 - LAFCO	\$33,000	\$0	\$33,000
6610 - Legal Services	\$108,000	\$0	\$108,000
6630 - Audit/Accounting Services	\$16,000	\$0	\$16,000
6633 - Payroll Expense	\$15,000	\$0	\$15,000
6634 - Bank Service Charges	\$3,500	\$0	\$3,500
6666 - Ambulance Charges	\$50,000	\$0	\$50,000
6669 - GEMT QAF	\$36,800	\$0	\$36,800
6800 - Public/Legal Notices	\$1,000	\$0	\$1,000
6820 - Rents/Leases - Equipment	\$45,500	\$0	\$45,500
6880 - Small Tools/Instruments	\$43,523	\$0	\$43,523
6881 - Safety Equipment	\$57,500	\$0	\$57,500
7000 - Grant Expenses	\$137,000	\$0	\$137,000
7120 - Training-in-service	\$224,604	\$0	\$224,604
7150 - Employee Recognition	\$5,000	\$0	\$5,000
7201 - Gas/Oil	\$100,000	\$0	\$100,000
7300 - Travel	\$100,000	\$0	\$100,000
7320 - Utilities	\$175,000	\$0	\$175,000

<b>Total 60 - Services/Supplies</b>	<b>\$3,494,267</b>	<b>\$0</b>	<b>\$3,494,267</b>
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**75 - Long Term Debt**

7910 - L.T. Debt - Principal	\$294,363	\$0	\$294,363
7930 - Interest L.T. Debt	\$46,273	\$0	\$46,273

<b>Total 75 - Long Term Debt</b>	<b>\$340,636</b>	<b>\$0</b>	<b>\$340,636</b>
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**85 - Capital Expenditures**

8510 - Buildings/Improvements	\$1,029,587	\$0	\$1,029,587
8560 - Equipment	\$75,000	\$1,500,000	\$1,575,000
8570 - CERBT Contributions	\$150,000	\$0	\$150,000

<b>Total 85 - Capital Expenditures</b>	<b>\$1,254,587</b>	<b>\$1,500,000</b>	<b>\$2,754,587</b>
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<b>Total Expenditures</b>	<b>\$23,625,869</b>	<b>\$2,590,000</b>	<b>\$26,215,869</b>
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<b>Transfer out to SCFD's Apparatus Replacement Fund</b>	<b>\$0</b>	<b>\$500,000</b>	<b>\$500,000</b>
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<b>Transfer out to SCFD's Emergency Ambulance Service Fund</b>	<b>\$0</b>	<b>\$900,000</b>	<b>\$900,000</b>
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<b>Transfer out to SCFD's Equipment Fund</b>	<b>\$0</b>	<b>\$80,000</b>	<b>\$80,000</b>
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<b>Total Expenses and Transfers</b>	<b>\$23,625,869</b>	<b>\$4,070,000</b>	<b>\$27,695,869</b>
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Resolution No.2022-02  
Dated: February 15, 2022

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SONOMA COUNTY FIRE DISTRICT, OF SONOMA COUNTY, STATE OF CALIFORNIA,  
AMENDING THE DISTRICT FUND BALANCE POLICY, ESTABLISH AN EMERGENCY  
AMBULANCE SERVICE FUND, AND INCREASE FUNDING OF  
THE APPARATUS REPLACEMENT FUND AND EQUIPMENT REPLACEMENT FUND**

**WHEREAS**, on August 31, 2021, the Board of Directors of the Sonoma County Fire District ("District") approved and adopted District Resolution 2021-21, which established a District Fund Balance Policy and initial fund designations; and

**WHEREAS**, the District Fund Balance Policy requires that all fund designations, expenditures or transfers of funds be approval by a Resolution of the District Board of Directors; and;

**WHEREAS**, based on the recommendation of the District Fire Chief, the District desires to establish an Emergency Ambulance Service Fund as an additional designated fund under the District Fund Balance Policy; and

**WHEREAS**, as set forth in the District mid-year budget amendments for the 2021-2022 Fiscal Year Budget, the District intends to fund the Emergency Ambulance Service Fund with an initial funding level of \$900,000.00; and

**WHEREAS**, as further set forth in the District mid-year budget amendments for the 2021-2022 Fiscal Year Budget, the District intends to increase funding of the Apparatus Replacement fund in the amount of \$500,000.00; and to increase funding of the Apparatus Replacement fund in the amount of \$80,000.00.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Sonoma County Fire District amends the District Fund Balance Policy to establish and initially fund a District Emergency Ambulance Service Fund in the amount of \$900,000.00.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Board of Directors of the Sonoma County Fire District increases funding of the Apparatus Replacement fund in the amount of \$500,000.00.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Board of Directors of the Sonoma County Fire District increases funding of the Equipment Replacement fund in the amount of \$80,000.00.

**THE FOREGOING RESOLUTION** was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and adopted by the following vote:

President Klick \_\_\_\_\_, Vice President Tognozzi \_\_\_\_\_; Director Briare \_\_\_\_\_

Director Hamann \_\_\_\_\_; Director So \_\_\_\_\_; Director Treanor \_\_\_\_\_

Director Weaver \_\_\_\_\_

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT/NOT VOTING \_\_\_\_\_

**WHEREUPON**, the President declared the foregoing resolution adopted and **SO ORDERED**

Attested:

Signature: \_\_\_\_\_  
Kathy Washington- Secretary of the Board



Sonoma County Fire District Board of Directors  
Staff Report

---

**Date: February 15, 2022**

**Topic: Station 1 HVAC Equipment Replacement**

**Recommendation:**

Consider Bid for Proposal – HVAC Equipment Replacement  
Staff recommends that the Board reject the bid and readvertise as allowed under Government Code section 20813(c):

**Financial Impact:**

The Station #1 HVAC Equipment Replacement Project was included in the District's 2021-2022 fiscal year budget in the amount of \$150,000. The bid received from the one responsive bidder exceeds the available appropriations by \$76,735.

**Background:**

The District has conducted a competitive bid process to solicit bids for the Station 1 HVAC Equipment Replacement Project. The bid opening resulted in one responsive bidder. The bid was received from Indoor Environmental Services, in the amount of \$226,735. The bid exceeds the District's approved budget allocated for this project by \$76,735.

Staff recommends that the Board reject the bid and readvertise as allowed under Government Code section 20813(c):

Attachments: IES- Indoor Environmental Services Bid





*Your Partner for Green Facilities, Sustainability and Clean Technologies*

**Date:** 2/3/2022

**ID #: 19282**

Sonoma Fire District  
8200 Old Redwood Highway  
Windsor, CA 95492

**Attention:** Shawn Johnson

**Site Location:** Station 1 – 8200 Old Redwood Highway Windsor, CA

### **SUMMARY OVERVIEW:**

IES is pleased to provide you with our proposal to provide labor, materials and equipment for the Station 1 HVAC Equipment Replacement Project. Our proposal is based on the following documents:

- Invitation for Bids 22-2 Station 1 HVAC Equipment Replacement

### **HVAC SCOPE OF WORK:**

1. Remove and properly dispose of (5) existing package rooftop units including refrigerant recovery per EPA Guidelines.
2. Furnish and install (1) 12.5-Ton Package Rooftop Unit, AC-1, with the following:
  - a. Economizer and Power Exhaust
  - b. New duct transitions and modifications to accommodate new power exhaust unit.
  - c. New electrical disconnect.
    - i. Includes relocating the disconnect to as needed.
  - d. New gas flex connections to existing point of connections.
  - e. New PVC condensate piping and roof supports.
  - f. New spring vibration isolators.
  - g. (1) new thermostat.
    - i. Existing low voltage controls wiring to be reused.
3. Furnish and install (1) 6-Ton Package Rooftop Unit, AC-2, with the following:
  - a. Economizer and Power Exhaust
  - b. New duct transitions and modifications to accommodate new power exhaust unit.
  - c. New electrical disconnect.
    - i. Includes relocating the disconnect to as needed.
  - d. New gas flex connections to existing point of connections.
  - e. New PVC condensate piping and roof supports.
  - f. New spring vibration isolators.
  - g. Added roof supports to accommodate new RTU dimensions.
  - h. (1) new thermostat.
    - i. Existing low voltage controls wiring to be reused.
4. Furnish and install (1) 5-Ton Package Rooftop Unit, AC-3, with the following:
  - a. Economizer

- b. Adaptor curbs.
    - i. Excludes modifications to existing spring isolated curbs.
  - c. New electrical disconnect.
    - i. Includes relocating the disconnect to as needed.
  - d. New gas flex connections to existing point of connections.
  - e. New PVC condensate piping and roof supports.
  - f. (1) new thermostat.
    - i. Existing low voltage controls wiring to be reused.
5. Furnish and install (1) 4-Ton Package Rooftop Unit, AC-4, with the following:
- a. Economizer.
  - b. Adaptor curbs.
    - i. Excludes modifications to existing spring isolated curbs.
  - c. New electrical disconnect.
    - i. Includes relocating the disconnect to as needed.
  - d. New gas flex connections to existing point of connections.
  - e. New PVC condensate piping and roof supports.
  - f. (1) new thermostat.
    - i. Existing low voltage controls wiring to be reused.
6. Furnish and install (1) 8.5-Ton Package Rooftop Unit, AC-5, with the following:
- a. Economizer.
  - b. Adaptor curbs.
    - i. Excludes modifications to existing spring isolated curbs.
  - c. New electrical disconnect.
    - i. Includes relocating the disconnect to as needed.
  - d. New gas flex connections to existing point of connections.
  - e. New PVC condensate piping and roof supports.
  - f. (1) new thermostat.
    - i. Existing low voltage controls wiring to be reused.
7. Replace up to (10) duct smoke detectors. The provided drawings and field observations are conflicting. As the provided drawings only call out for (3) duct smoke detectors to be replaced, but during our field observations it was discovered that there were duct smoke detectors on both supply and return sides at AC-1 and AC-5. To ensure coverage IES has assumed there will be both supply and return duct smoke detectors for all units.
8. \$5,000 **allowance** for fire alarm field wiring and programming by Bay Alarm.
- a. Due to disparity between the bid documents, field observations and unavailability of as-builts drawings, IES has provided an allowance only. Additional cost maybe required upon further field observations.
  - b. Sonoma Fire District to be responsible for any additional monthly monitoring fee from Bay Alarm if needed.
9. Provide necessary mounting hardware required for the equipment installation.
10. All work to be done during normal working hours 7:30 am and 4:00 pm Monday through Friday.
11. All workmanship to comply with SMACNA standards, building codes, and ordinances having jurisdiction.
12. Provide necessary rigging, trucking of removed and new equipment to and from the project site.
13. Daily removal of debris generated by IES personnel.
14. Equipment check, test and start up by IES technicians.
15. One-year warranty on all IES supplied materials and labor.

Total Price to perform the above **HVAC** Scope of Work will be: **\$226,735.00** Initial: \_\_\_\_\_

**ASSUMPTIONS and CLARIFICATIONS:**

This proposal is to be incorporated into the contract. Any terms and conditions stated herein supersede any other contract statements or wording which may conflict.

1. Current lead times for HVAC units are 29-30 Weeks plus transit time.
2. IES has excluded all permit acquisition and permit fees per Invitation for Bids.
3. IES has excluded permit drawings.
4. IES cannot not guarantee all required clearances for the equipment can be meet due to existing space restrictions.
5. Replacement of springs in existing spring isolated curbs have been excluded from this proposal.
6. Relocation of EF-1 has been excluded from this proposal.
7. Air leakage and duct testing has been excluded from this proposal.
8. Structural analysis has been excluded from this proposal.
9. Alternate pricing for inspection, report cleaning and repair of ductwork to be provided after demolition of existing units.
10. This proposal is based on the assumption that unfettered access to the work areas will be provided to IES and its subcontractors.
11. As requested, IES will be replacing the existing outdated HVAC units with new in-kind equipment of equal capacity. These direct like-for-like replacements are based on the assumption that the original units have been sized properly for the local weather conditions, current occupancy levels, and current building use. Unless specifically requested, it is not IES intent to re-design or to modify these systems.
12. IES assumes that the existing system(s) and its components to be re-used (HVAC, piping, electrical, roofing, ductwork, etc.) are in proper operating condition. IES cannot warrant the performance of existing equipment and systems.
13. The price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this quotation. IES shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly, that arise out of or relate to changes in taxes, tariffs, or similar charges. Due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.
14. In the absence of the reliable as-built drawings as well as limited space access and time allotted for the bid preparation, IES has made certain design engineering and estimating assumptions for all work prior to final engineering and construction process. Though unanticipated, there may be some changes to the scope of work based on the unknown at this time, pre-existing conditions and system components sizing. Should they arise; a fair and equitable solution will be agreed to between the Customer and IES.
15. Existing units not approved for replacement are to remain as-is. Unless specifically requested, modifications to this equipment are not planned and are not part of this proposal.
16. The existing air distribution systems, electrical connections, condensate and gas piping and other existing HVAC systems' components will remain as-is, unless it is listed for an upgrade or replacement in the above listed scope of work in this proposal.
17. We assume the existing roof has sufficient thermal insulation right below the roofline. As a result, duct leakage testing is not required per Title 24 guidelines.
18. A 5% credit card charge will be added if AMEX or any other type of credit card is used for payment. If credit is elected as the method of payment, we can only process \$5,000 per credit transaction and will need to break up the payments.
19. Net terms: Progress payments. Final invoice due 30 days after completion and owner acceptance. This proposal is subject to a mutually agreeable work schedule and is valid for 30 days. Please see attached "General Terms and Conditions".

Payment Schedule	
Percentage of Payment Due	Project Milestone
20%	Agreement Commencement
40%	Material Ordering
40%	Progress Payments

**EXCLUSIONS:**

1. Electrical wiring from disconnect to circuit breaker panel.
2. Replacement of circuit breakers.
3. Duct testing and duct sealing.
4. Design mechanical, plumbing, electrical, acoustical, and structural engineering. Noise reduction provisions.
5. Liquidated damages.
6. Structural Engineering and any structural reinforcements.
7. Fire sprinklers, fire override control, fire dampers, smoke fire dampers, fire safety communication cabling, and monitoring of fire life safety controls.
8. Repairs or replacement of any building, electrical or HVAC systems that are not functioning properly because of pre-existing condition, and duct leakage testing or repairs.
9. Concrete, wood, and tile cutting, patching, sheet rock, tape & texture, painting, concrete work, framing, carpentry, roofing, floors, ceilings, soffits or shafts for ductwork, piping, domestic appliances, and roof screens.
10. Temporary cooling, ventilation and heating systems are not included at this time.
11. Overtime labor.
12. All items not specifically listed and not shown or mentioned in the above HVAC SCOPE OF WORK.

**HVAC SCOPE OF WORK ACCEPTANCE**

Title: \_\_\_\_\_ P.O. \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you for the opportunity to offer this proposal. We look forward to working with you to make this a successful and well-coordinated project.

Sincerely,  
Indoor Environmental Services

*Craighton Poon*

**INDOOR ENVIRONMENTAL SERVICES  
GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions (“**Terms**”) are incorporated into and are made a part of a work authorization, proposal, or contract (the “**Contract**”) between Famand, Inc., a California corporation, dba Indoor Environmental Services (“**IES**”) and the customer identified in the Contract (the “**Customer**”). Each of IES and the Customer, and each of their successors-in-interest, are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**.” IES has agreed to provide the labor (the “**Services**”) and Materials (defined below) (collectively, the “**Work**”) at the location (the “**Job Site**”) for the price (the “**Price**”) specified in the Contract. The Contract, all of its relevant addenda, and these Terms are collectively referred to as the “**Agreement**”.

1. Performance of Services. IES will perform the Services in a good and workmanlike manner. IES warrants that the Services will be free from defects in workmanship for a period of one year from the date the Services are first performed. Defects that occur within the one-year warranty period, under normal use and care, will be repaired or replaced at the sole discretion of IES with no charge for the labor.
2. Disclaimer of All Warranties. IES does not provide any warranty with respect to any materials, equipment, assemblies, or units (collectively, the “**Materials**”) that IES will provide as part of the Work. All Materials are subject only to manufacturer’s or processor’s warranties, if any. Except as provided in Section 1 above, IES specifically disclaims all warranties with respect to the Services and Materials, and the Customer is acquiring all Services and Materials from IES as is, without any express or implied warranties, including without limitation, any warranty as to merchantability, fitness for a particular use, title, and infringement.
3. Limitation on Liability. In no event shall IES be liable to Customer or any of its shareholders, directors, officers, employees, agents, or to any other third party, whatsoever the nature of the claim, for any amount in excess of the total amount actually paid by Customer to IES under the Contract for the Services, unless it is finally determined that IES was grossly negligent or acted willfully or fraudulently. In no event shall IES be liable for any special, consequential, indirect, exemplary, punitive, lost profits, or similar damages, even if IES has been apprised of the possibility thereof. IES will not be liable for any failure or delay in the performance of its obligations hereunder by reason of any cause which is beyond its reasonable control.
4. Insurance. Customer shall continuously provide, at its sole expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all Services and Materials involved in the Contract, as well as all reasonable potential claims that may occur during the course of the Work. IES will maintain comparable insurance.
5. Change Orders. The scope of the work to be performed under the Contract is limited to the Work specifically described in the agreement.
6. Contract. Should additional or different work be required or requested, IES may ask Customer to authorize such additional or different work by signing a change order form. These Terms shall be incorporated into and made a part of any signed change order form authorizing additional or different Work. IES shall have the right to cease performance of additional or different Work if a signed change order authorizing such additional or different work is not obtained from Customer. Notwithstanding the foregoing, the failure of IES to request or require such a change order shall not limit IES’s right to receive payment for additional or different Work performed at Customer’s request.
7. Payment Terms; Penalties for Late Payment. Invoices are due and payable to IES within 30 days of receipt or as otherwise provided in the Contract. If Customer fails to make any payment when due, Customer shall (i) include a 10% late payment fee with its payment (calculated on the amount of the late payment); and
8. (ii) pay interest of one and one-half percent (1.5%) per month on the unpaid balance. Disputes regarding the Work shall not, under any circumstances, be grounds for withholding payment under the terms of the Contract.
9. Work Stoppage. IES shall have the right to cease performing the Services if any payment is not made to IES when due. If IES’s performance is stopped for a period of thirty (30) days or more for any reason other than IES’s breach of the Agreement, IES may, at its option, upon five (5) days written notice to Customer, demand and receive payment for: (i) all Services performed and for Materials ordered or supplied prior to the Work stoppage; and
10. (ii) any other loss sustained due to the Work stoppage, including IES’s normal overhead plus its profit margin. Thereafter, IES shall be relieved from any further liability for performance of the Work. If performance of the Services stops for any reason, Customer shall provide for the protection of all Materials on the Job Site and shall be responsible for any damage to or loss of those Materials.
11. Remedies in Event of Default by Customer. If Customer defaults in any of its obligations under the Contract, IES shall have the right to recover, as damages, at IES’s option, either the reasonable value of Work performed by IES or the balance of the Price plus any other damages sustained as a result of Customer’s default. Title to and ownership of all Materials installed by IES is expressly agreed to be and remain in IES until Customer pays IES in full. In the event of default by Customer, in addition to any other legal remedies or processes available, beginning five (5) days after the event giving rise to the default, IES shall have the right to terminate the Contract and enter the Job Site to take possession of and remove its Materials. Such entry may be made by IES without recourse to any legal proceedings for that purpose, without notice to Customer, and without any liability for IES arising therefrom.
12. Environmental Conditions. The Services do not include the detection, identification, abatement, encapsulation, or removal of any Hazardous Substance. “**Hazardous Substance**” is defined herein as any substance, whether solid, liquid, or gas, which is a physical or health hazard when it is inhaled, ingested, or otherwise comes in contact with any person present in the area where it is located and includes, without limitation, asbestos in either friable or non-friable condition, and excludes any substance IES brings onto the Job Site

for purposes of performing the Work. Customer represents and warrants to IES that there is no Hazardous Substance in or under any area of the Job Site wherein the Work is to be performed which has not been fully disclosed to IES in advance of the performance of the Work. In the event IES encounters on the Job Site any Hazardous Substance in the course of performing the Work, IES may immediately discontinue performance of the Work and remove its employees and subcontractors from the Job Site, and IES shall not resume the Work in the affected area until the Hazardous Substance is removed from the Job Site or rendered harmless to IES's sole satisfaction. IES will not be liable for any delay in the completion of the Work due to the presence of any Hazardous Substance at the Job Site. If, in the sole determination of IES, any Hazardous Substance or threat of harm therefrom cannot be removed from the Job Site in a reasonable amount of time, IES may terminate the Contract and IES shall be entitled to those damages set forth in Section 7 hereof. IES shall not be required to perform any work relating to Hazardous Substances unless IES consents to do such work and IES is authorized to do such work by any applicable governmental authority having jurisdiction over such work. Notwithstanding any other provision of the Contract, Customer agrees to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) arising out of any claims of Customer, residents, tenants, guests, invitees, or other third parties, which claims are based on or arise out of the presence of any Hazardous Substance at the Job Site.

13. Indemnification and Waiver. Customer agrees, to the fullest extent permitted by law, to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) (the "**Damages**"), arising out of any claims of residents, tenants, guests, employees, invitees, or other third parties caused by Customer or its agents.
14. Arbitration of Disputes. In the event of any dispute between the Parties hereto, whether involving a claim in tort, contract, or otherwise, the same shall be submitted to arbitration. Arbitration shall be compulsory and binding and, except as provided herein, shall be conducted and governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. Within a reasonable period of time after receipt of notice of demand for arbitration, the Parties to the dispute shall each appoint a third-party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the third-party arbitrators, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the Parties. The arbitrators shall hold a hearing within a reasonable period of time from the date of notice of selection of the neutral arbitrator. The decision of the arbitration panel will be final and conclusive upon both Parties. Venue for the arbitration of disputes shall lie in Sacramento County, California. Either Party is entitled to utilize attachment and mechanic's lien proceedings concurrently with arbitration proceedings or neither Party will be held to have waived the right to arbitrate by virtue of levy of attachment or recording and perfecting a mechanic's lien. The prevailing Party shall be entitled to recover its fees and costs (including reasonable attorneys' fees).
15. Miscellaneous. The Agreement constitutes the complete and entire agreement between the Parties with regard to the Work. The Agreement, and any dispute arising from the relationship between the Parties, shall be governed by California law, exclusive of its choice of law provisions. No action or claim of any kind, whether arising in tort, contract, statute or otherwise, arising from or in any way related to this Agreement, or the performance thereof, shall be commenced by any Party against the other more than two (2) years after the earlier of (i) the completion of Work under the Contract; or (ii) the termination of the Contract by either Party. All notices, demands, or other communications given hereunder shall be in writing and shall be sufficiently given if personally delivered or delivered by overnight delivery service or sent by registered or certified mail, first class, postage prepaid, addressed to the respective Parties at the addresses provided in the Contract, or such other address with respect to any Party hereto as such Party may from time to time notify (as provided above) to the other Party hereto. Any such notice, demand, or communication shall be deemed to have been given: (a) if mailed as provided above, as of the close of the third (3rd) business day following the date so mailed; and (b) if personally delivered or sent by overnight delivery, on the date delivered. The terms and conditions of the Agreement that by their nature, sense, or context survive or are intended to survive expiration or termination of the Agreement, including, not by way of limitation, arbitration, indemnification, and limitation of warranty and liability provisions, shall survive the expiration or termination of the Agreement. No provision of the Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any of the provisions of the Agreement. The Agreement shall be interpreted without regard to any presumption against the Party that was responsible for its drafting and in an even-handed manner rather than against the drafting Party. In the case any provision of the Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions will not in any way be affected or impaired thereby.
16. **If and only if the Contract pertains to Preventive Maintenance, the following additional terms and conditions apply:**  
Automatic Renewal & Termination. The Contract will be renewed automatically on the anniversary date and subject to an increase of three percent (3%) in the Price, as well as an adjustment in the applicable labor rate to reflect prevailing rates. Either party may terminate the Contract by giving thirty (30) days written notice

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

FAMAND, INC. DBA INDOOR  
ENVIRONMENTAL SERVICES  
1512 Silica Avenue  
Sacramento, CA 95815

**SURETY:**

(Name, legal status and principal place  
of business)

XL SPECIALTY INSURANCE COMPANY  
Seaview House, 70 Seaview Avenue  
Stamford, CT 06902-6040

**OWNER:**

(Name, legal status and address)

SONOMA COUNTY FIRE DISTRICT

8200 Old Redwood Hwy, Windsor, CA 95492

**BOND AMOUNT:** Ten Percent of Amount bid  
(10% of Amount Bid)

**PROJECT:**

(Name, location or address, and Project number, if any)

HVAC Equipment Replacement Station 1

Project Number, if any:

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of February, 2022

(Witness)

  
(Witness)

Sara Owens

FAMAND, INC. DBA INDOOR ENVIRONMENTAL SERVICES

(Principal)

(Seal)

(Title)

XL SPECIALTY INSURANCE COMPANY

(Surety)

(Title)

  
Patricia A. Rambo, Attorney in Fact



Power of Attorney  
XL Specialty Insurance Company  
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER  
LIMITED POWER OF ATTORNEY  
XL 1616914

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

**Elizabeth Marrero, Wayne G. McVaugh, Patricia A. Rambo, Sara Owens, Kimberly G. Sherrod, Joanne C. Wagner, Cathy Ho, Vicki Johnston, George Gionis, Kaitlyn Malkowski, Jaquanda Martin, Lori S. Shelton**

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this January 26th, 2022.



XL SPECIALTY INSURANCE COMPANY

by:

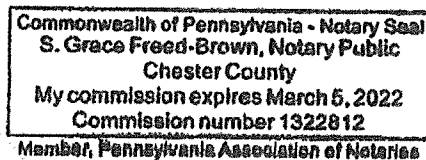
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 26th day of January, 2022, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown, NOTARY PUBLIC



STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 3rd day of February 2022



*Kevin M Mirsch*  
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 26th day of January, 2022.



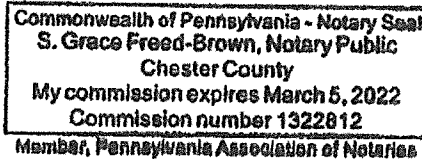
**XL REINSURANCE AMERICA INC.**

by: *Gregory Boal*  
Gregory Boal, VICE PRESIDENT

Attest: *Kevin M Mirsch*  
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

On this 26th day of January, 2022, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



*S. Grace Freed-Brown*  
S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 3rd day of February 2022



*Kevin M Mirsch*  
Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 1/26/2024

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT -  
PRINCIPAL**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of New Jersey

County of Camden

On February 3, 2022 before me, Lori S. Shelton, Notary Public, personally appeared PATRICIA A. RAMBO who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Jersey that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_

Lori S. Shelton  
Signature of Notary Public

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE      NO 07782  
SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

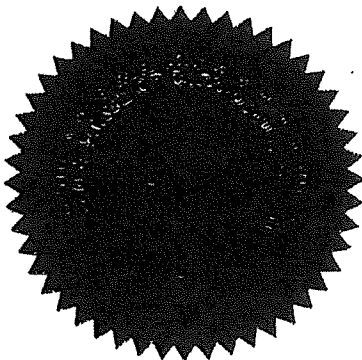
XL Specialty Insurance Company

of                      Wilmington, Delaware                      , organized under the  
laws of                      Delaware                      , subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within the State, subject to  
all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability,  
Workers' Compensation, Common Carrier Liability, Burglary, Sprinkler,  
Team and Vehicle, Automobile, Aircraft, and Miscellaneous  
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

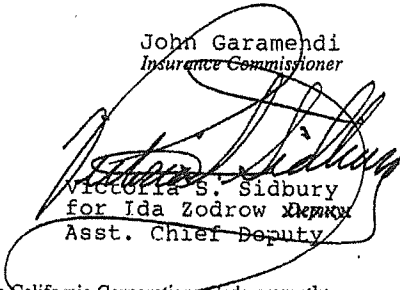
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in  
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made  
under authority of the laws of the State of California as long as such laws or requirements are in effect  
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 14th  
day of November, 2003, I have hereunto  
set my hand and caused my official seal to be affixed this  
14th day of November, 2003.



By

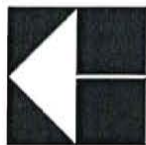
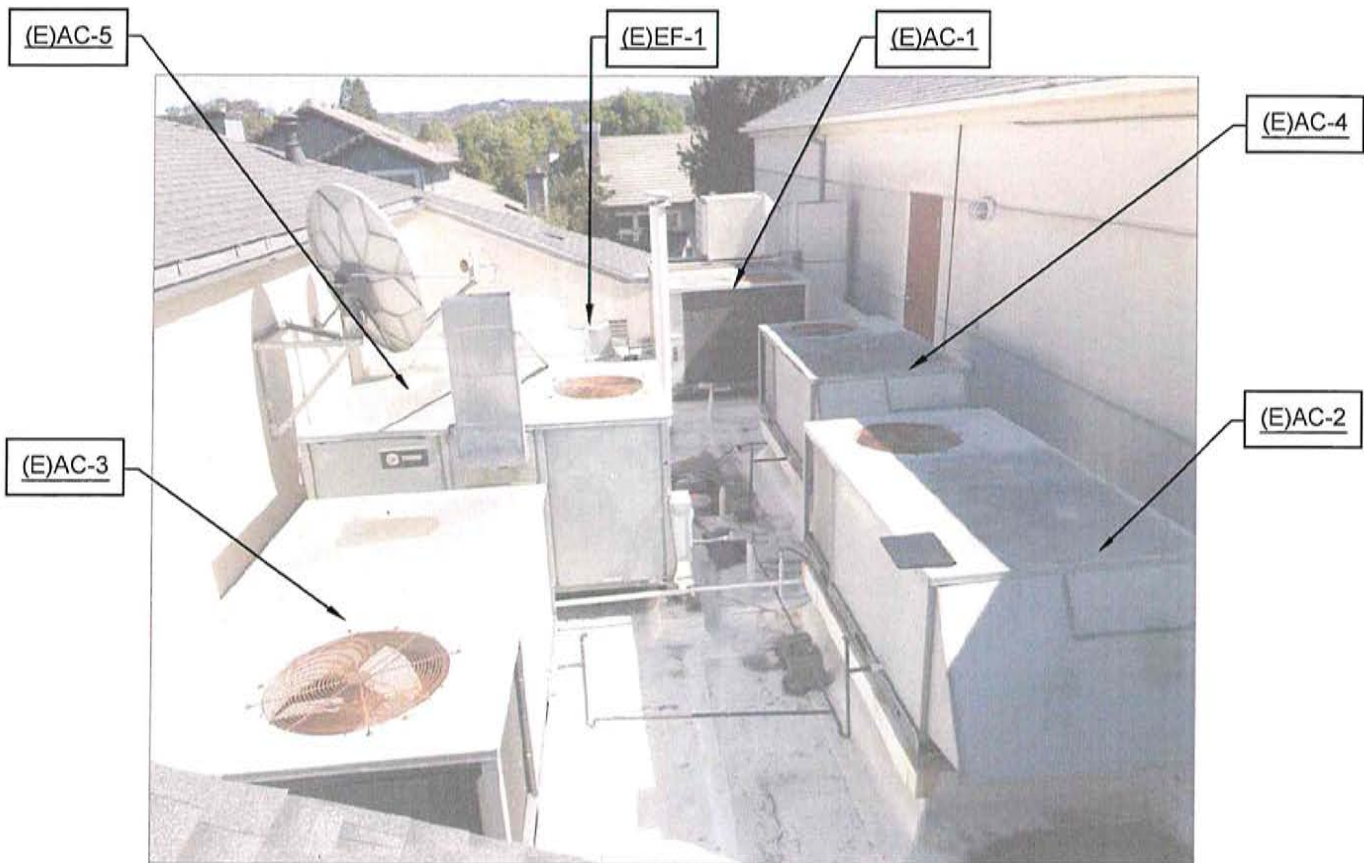
John Garamendi  
Insurance Commissioner

  
Victoria S. Sidbury  
for Ida Zodrow ~~Chair~~  
Asst. Chief Deputy


**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

NOTE: REFER TO SHEET M1 FOR GENERAL NOTE AND KEY NOTE DESCRIPTIONS

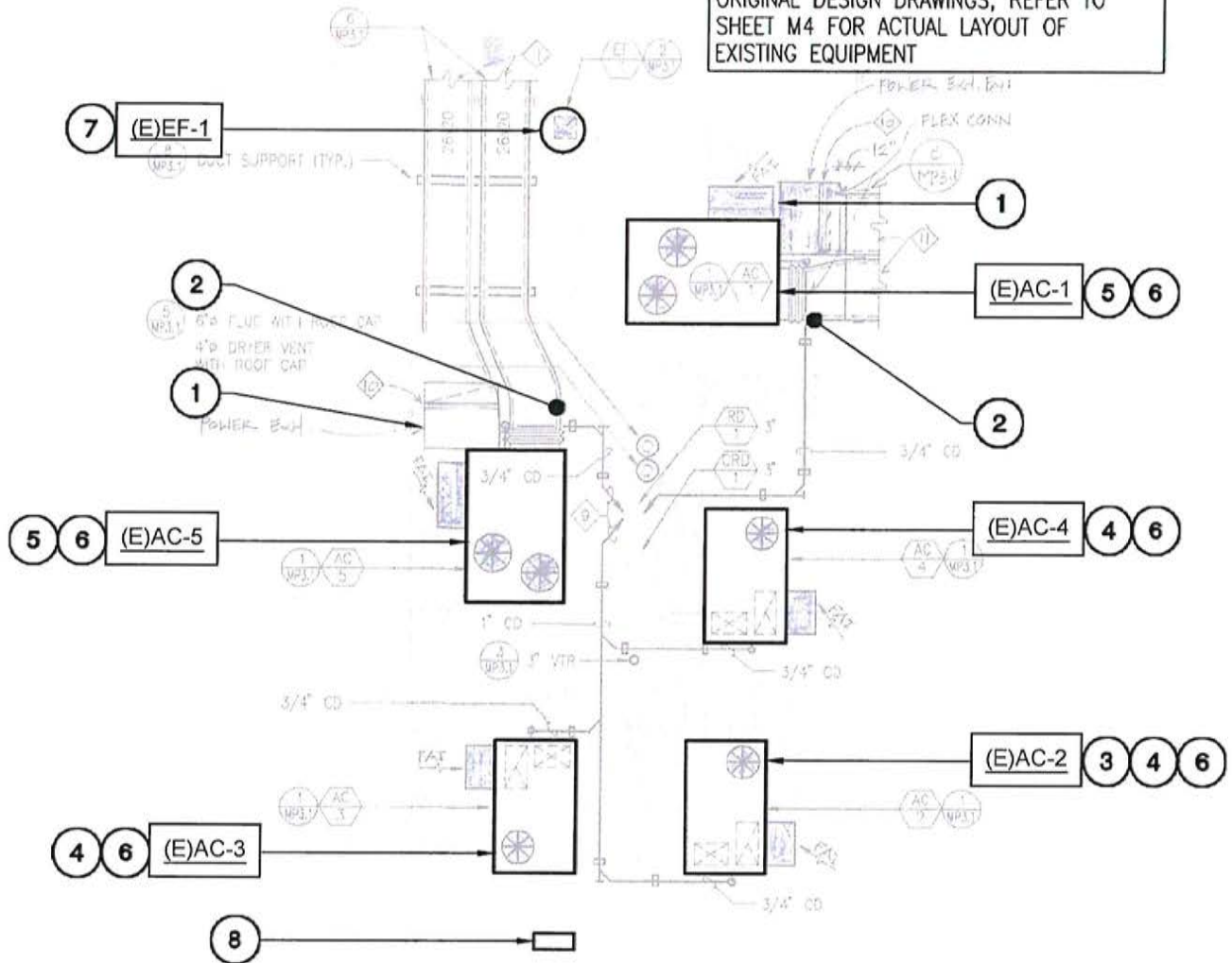


**1** EXISTING ROOF LAYOUT  
**M4** NTS

JOB NO.	WME 21023	HVAC REPLACEMENT SONOMA FIRE WINDSOR 8200 OLD REDWOOD HIGHWAY WINDSOR, CA	<p>NOT FOR CONSTRUCTION</p>  <p><b>WARNER</b> MECHANICAL ENGINEERING, INC. jwarner@wme-consulting.com (707)322-0676</p>
DATE	NOVEMBER 5, 2021		
DRAWN	JMG	SCOPE OF WORK	
CHECKED	JSW	EXISTING ROOF LAYOUT	
FILE NO.	21023 SFW SOW		
SHEET	<b>M4</b>		

NOTE: REFER TO SHEET M1 FOR GENERAL NOTE AND KEY NOTE DESCRIPTIONS

NOTE: FIELD CONDITIONS DIFFER FROM ORIGINAL DESIGN DRAWINGS, REFER TO SHEET M4 FOR ACTUAL LAYOUT OF EXISTING EQUIPMENT




**1** PARTIAL ROOF PLAN AS ORIGINALLY DESIGNED  
M3 1/8" = 1'-0"

JOB NO.	WME 21023
DATE	NOVEMBER 5, 2021
DRAWN	JMG
CHECKED	JSW
FILE NO.	21023 SFW SOW
SHEET	<b>M3</b>

<b>HVAC REPLACEMENT</b>
SONOMA FIRE WINDSOR 8200 OLD REDWOOD HIGHWAY WINDSOR, CA
<b>SCOPE OF WORK</b>
PARTIAL ROOF PLAN AS ORIGINALLY DESIGNED

NOT FOR  
CONSTRUCTION



**WARNER**  
MECHANICAL ENGINEERING, INC.  
jwarner@wme-consulting.com  
(707)322-0676

# GENERAL NOTES


1. DO NOT SCALE DRAWINGS
2. MAINTAIN 10'-0" (MIN) BETWEEN ALL NEW FORCED AIR INLETS AND EXISTING VENT OR EXHAUST TERMINATIONS

# KEY NOTES

1. REPLACE EXISTING FIELD INSTALLED POWER EXHAUSTER WITH LIKE FOR LIKE EQUIPMENT
2. APPROXIMATE LOCATION OF EXISTING DUCT MOUNTED SMOKE DETECTOR, PROVIDE NEW SMOKE DETECTOR AND AUTOMATIC SHUTOFF FOR REPLACEMENT EQUIPMENT
3. EXISTING SMOKE DETECTOR NOT ILLUSTRATED, PROVIDE NEW SMOKE DETECTOR AND AUTOMATIC SHUTOFF FOR REPLACEMENT EQUIPMENT
4. EXISTING EQUIPMENT IS CURB MOUNTED, PROVIDE MANUFACTURER'S NEW ADAPTER CURB FOR REPLACEMENT EQUIPMENT
5. EXISTING EQUIPMENT IS MOUNTED ON ISOLATORS, REPLACE EXISTING ISOLATORS
6. PROVIDE MANUFACTURER'S ECONOMIZER FOR REPLACEMENT EQUIPMENT, PROVIDE BAROMETRIC RELIEF UNLESS NOTED OTHERWISE
7. EXISTING UPBLAST FAN (E)EF-1, MAINTAIN 10'-0" (MIN) FROM FORCED AIR INLETS, RELOCATE (E)EF-1 AS REQUIRED
8. APPROXIMATE LOCATION OF EXISTING HEAT PUMP, NOT IN SCOPE


### HVAC DRAWING LIST

SHEET				TITLE	ISSUED
M1	1	of	4	GENERAL NOTES AND KEY NOTES	YES
M2	2	of	4	SCOPE OF WORK	YES
M3	3	of	4	PARTIAL ROOF PLAN	YES
M4	4	of	4	EXISTING ROOF LAYOUT	YES

JOB NO. <i>WME 21023</i>	HVAC REPLACEMENT SONOMA FIRE WINDSOR 8200 OLD REDWOOD HIGHWAY WINDSOR, CA	NOT FOR CONSTRUCTION	 <b>WARNER</b> MECHANICAL ENGINEERING, INC. jwarner@wme-consulting.com (707)322-0676
DATE <i>NOVEMBER 5, 2021</i>			
DRAWN <i>JMG</i>	SCOPE OF WORK		
CHECKED <i>JSW</i>			
FILE NO. <i>21023 SFW SOW</i>	GENERAL NOTES AND KEY NOTES		
SHEET <b>M1</b>			

# SCOPE OF WORK

- |  |   |
|--|---|
| <p>1. PROVIDE (FURNISH AND INSTALL READY FOR USE) LIKE FOR LIKE REPLACEMENT EQUIPMENT FOR (E)AC-1, (E)AC-2, (E)AC-3, (E)AC-4, AND (E)AC-5, SEE DETAIL-1/M3 AND DETAIL-1/M4 FOR ADDITIONAL REQUIREMENTS</p> <p>1.1. DEMOLISH AND REMOVE EXISTING HVAC EQUIPMENT</p> <p>1.2. AFTER DEMOLITION AND REMOVAL OF HVAC EQUIPMENT, PROVIDE A REPORT TO THE OWNER, WITH PHOTOS, SUMMARIZING CONDITIONS OF READILY VISIBLE EXISTING DUCTWORK, PROVIDE ALTERNATE PRICING FOR INSPECTION, REPORT, CLEANING, AND REPAIR OF EXISTING DUCTWORK</p> <p>1.3. PROVIDE ALL NEW FIELD WIRING, STARTERS, AND DISCONNECTS</p> <p>1.4. PROVIDE NEW FLEXIBLE CONNECTIONS TO EQUIPMENT</p> <p>1.5. FIELD LOCATE AND REPLACE EXISTING THERMOSTATS</p> <p>1.6. AIR LEAKAGE TEST AND SEAL DUCTWORK</p> <p>1.7. TEST AND ADJUST ALL COMPONENTS OF THE HVAC SYSTEMS TO CONFORM TO THE OWNER'S REQUIREMENTS, AND TO DEMONSTRATE THE INTEGRITY OF THE COMPLETED SYSTEM</p> <p>1.8. WHEN THE INSTALLATION IS COMPLETE, AND ALL REQUIRED ADJUSTMENTS HAVE BEEN MADE, CONTRACTOR SHALL BE RESPONSIBLE FOR START-UP IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS, AND FOR OPERATION OF EACH SYSTEM FOR A MINIMUM PERIOD OF ONE WEEK</p> <p>1.9. DEMONSTRATE TO THE OWNER AND THEIR CONSULTANTS THAT THE SYSTEM IS COMPLETED AND OPERATING IN CONFORMANCE WITH THE OWNER'S REQUIREMENTS</p> | <p>1.10. PROVIDE STRUCTURAL ANALYSIS</p> <p>1.11. SEE DETAIL-1/M3 FOR ADDITIONAL REQUIREMENTS</p> <p>2. THE PROJECT STRUCTURE SHALL CONSIST OF A PRIME HVAC CONTRACTOR, ALL OTHER CONTRACTORS SHALL BE SUB-CONTRACTORS TO THE PRIME INCLUDING, BUT NOT LIMITED TO, ELECTRICAL AND GENERAL TRADES</p> <p>3. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL INSTALLATION REQUIREMENTS, SUBMISSION OF A BID SHALL IMPLY THE CONTRACTOR HAS THOROUGHLY OBSERVED THE EXISTING CONDITIONS, ALLOWANCES WILL NOT BE PROVIDED FOR OBSERVABLE EXISTING CONDITIONS</p> <p>4. THE DESIGN AND INSTALLATION SHALL CONFORM TO ALL REQUIREMENTS AS DEFINED BY THE LATEST APPLICABLE CODES, LAWS, RULES, REGULATIONS, AND STANDARDS OF APPLICABLE CODE ENFORCING AUTHORITIES, APPLICABLE CODES INCLUDE BUT ARE NOT LIMITED TO:</p> <p>4.1. CALIFORNIA BUILDING CODE</p> <p>4.2. CALIFORNIA MECHANICAL CODE</p> <p>4.3. CALIFORNIA ENERGY CODE</p> <p>5. CONTRACTOR SHALL PREPARE ALL DOCUMENTS AND FORMS TO OBTAIN A PERMIT FOR WORK, CONTRACTOR SHALL EMPLOY LICENSED DESIGN PROFESSIONALS AS REQUIRED BY CODE TO DESIGN AND STAMP THE NECESSARY DOCUMENTS</p> <p>6. THE CONTRACTOR SHALL GENERATE SUBMITTALS AND SHOP DRAWINGS TO BE REVIEWED BY THE OWNER AND THEIR CONSULTANTS PRIOR TO ORDERING OR COMMENCEMENT OF WORK</p> |
|--|---|

<p style="text-align: center;"><i>WME 21023</i></p> <p>—JOB NO.—</p> <p style="text-align: center;"><i>NOVEMBER 5, 2021</i></p> <p>—DATE—</p> <p style="text-align: center;"><i>JMG</i></p> <p>—DRAWN—</p> <p style="text-align: center;"><i>JSW</i></p> <p>—CHECKED—</p> <p style="text-align: center;"><i>21023 SFW SOW</i></p>	<p><b>HVAC REPLACEMENT</b></p> <p>SONOMA FIRE WINDSOR 8200 OLD REDWOOD HIGHWAY WINDSOR, CA</p> <hr/> <p><b>SCOPE OF WORK</b></p>	<p>NOT FOR CONSTRUCTION</p>  <p><b>WARNER</b> MECHANICAL ENGINEERING, INC. jwarner@wme-consulting.com (707)322-0676</p>
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SONOMA COUNTY FIRE DISTRICT



Honesty ♦ Respect ♦ Integrity

January 5, 2022

Dear Potential Bidder,

Enclosed please find an invitation for bids package for a HVAC equipment replacement project at the Fire District's headquarters Fire Station.

We hope you may be interested in bidding this project.

Sincerely,

Terri Bolduc, Finance Manager for

Captain Shawn Johnson, Project Manager



**FIRE DISTRICT**

**INVITATION FOR BIDS  
21-2**

**Station 1  
HVAC EQUIPMENT REPLACEMENT**

**DATE ISSUED**

January 6, 2022

**MANDATORY SITE VISIT**

January 14, 2022 at

10:00a.m.

Sonoma County Fire District

8200 Old Redwood Hwy

Windsor, CA 95492

**BIDS DUE**

January 28, 2022 at 2:00 p.m.

**TO**

Sonoma County Fire District

8200 Old Redwood Hwy

Windsor, CA 95492

707-838-1170

[tbolduc@sonomacountyfd.org](mailto:tbolduc@sonomacountyfd.org)

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**ATTACHMENTS – BID DOCUMENTS**

**Attachment “A” – Price Sheet**

**Attachment “B” – Scope of Work (4 Pages)**

**Attachment “C” – Sample Contract Agreement (3 Pages)**

**Attachment “D” – Bond Forms and Insurance Checklist (8 Pages)**

**REQUIRED DATA FORMS - ATTACHMENT “E” (10 Pages)**

**(NOTE: ATTACHMENT A AND E MUST BE RETURNED IN BID PACKAGE ALONG WITH BID BOND.)**

Station 1  
HVAC Equipment Replacement

Sonoma County Fire District

IFB 21-2

Submit Pay Requests for review to:

**Project Manager**

Shawn Johnson, Captain  
8200 Old Redwood Highway  
Windsor, CA 95492  
[sjohnson@sonomacountyfd.org](mailto:sjohnson@sonomacountyfd.org)  
(707) 529-1053

**BID RESULTS**

Should you have any questions regarding the bid results, please call Finance Manager, Terri Bolduc at (707) 892-2006. Bid results will not list all exceptions taken to each specification and shall not be considered as final. Where bid exceptions are noted, said exceptions will be evaluated to determine exception or rejection.

**SPECIAL PROVISIONS**

**Bid/Proposal Guarantee:** All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's or certified check, or by a ***bidder's bond made payable to the Sonoma County Fire District*** and executed as surety by a corporate surety authorized and admitted to transact surety business in the State of California, for an amount equal to at least **10%** of the amount of said bid.

**Prevailing Wage Provisions:** Prevailing Wage is required.

**Mandatory Site Inspection:** On the schedule listed below the District will conduct a mandatory inspection walk through of the location. The walk through will allow prospective Contractors to familiarize themselves with all conditions that may affect the performance and cost of the contract. Failure to become familiarized with all conditions shall not constitute a basis for subsequent contract adjustment.

January 14, 2022, starting at: 10:00 am  
Sonoma County Fire District  
8200 Old Redwood Hwy  
Windsor, CA 95492

***NOTE: Site inspection of location will be mandatory, and bids from Contractors who did not attend the site inspection will be declared non-responsive to the Invitation for Bids.***

**Requests for Information (RFI's):** Requests for information and clarifications must be submitted in writing to Terri Bolduc, Finance Manager at [tbolduc@sonomacountyfd.org](mailto:tbolduc@sonomacountyfd.org) no later than **4:00 pm on January 17, 2022**. The District may elect not to respond to RFI's submitted after that date and time.

**Sample Bond Forms, Insurance Requirements and Contract Agreement:** Bond requirements and forms, the certificate of insurance requirements are all included as Exhibit "D". A sample contract agreement that would normally be used for this procurement is attached as Exhibit "C". Bidders **are not** required to sign said sample contract at time of bid submittal. A contract in final form will be forwarded to the successful bidder, for signature, prior to contract award. As part of the technical bid, a bidder must evaluate the terms and conditions and provide any exceptions. Any exceptions taken to the bond and insurance requirements and the draft contract agreement must be provided as an attachment to the bid submittal or in Exceptions Section on Page 2 of the Required Data Forms.

**Progress of the Work and Time for Completion:** The Contractor shall be prepared to begin work within ten (10) calendar days after the day authorized in the Notice to Proceed and shall work diligently to prosecute the contract to completion before the expiration of: **180 days**. **Note:** Work shall be scheduled as required by these specifications and as directed by the Project Manager.

**Status/Progress Reports:** The Contractor shall provide a weekly written status/progress report including any issues or concerns with the project. The Contractor shall submit the reports by e-mail to the District's Project Manager.

**Hindrances and Delays:** The Contractor expressly agrees that the service schedule named in the contract includes allowances for all hindrances or delays incidental to the work. There will be no claims made by the Contractor for hindrances or delays, from any cause, during the progress of the work, except as provided under "Suspension of Work and Extensions Of Time."

**Suspension of Work:** The Sonoma County Fire District reserves the right to suspend and reinstate execution of the whole or any parts of the work without invalidating the provisions of the contract. The District will issue any orders for suspension or reinstatement of work to the Contractor in writing. The time for completion of the work will be extended for a period equal to the time lost by reason of suspension and extra costs and expenses which, in the opinion of the District, are caused by work suspension is due to the contractor's negligence or failure to meet contractual or regulatory requirements.

**Extensions of Time:** Should the Contractor be delayed in the final completion of the work by any act or neglect of the District, or of any employee of either, or by any other Contractor employed by the District, or by strike, fire, other cause outside the control of the Contractor which, in the opinion of the District, could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay, as determined, will be granted by the District, provided that the contractor gives the District prompt notice in writing of the cause of delay in each case and demonstrates that he has used all reasonable means to minimize the delay.

**Delivery of Material:** All materials shall be delivered to the construction site in their original unopened containers clearly labeled with the trade name and the name of the manufacturer. The project manager shall inspect all material delivered to the job site prior to any material application by the contractor.

**Contract Extension:** Should the Contractor be unable to complete the scope of the work described in this contract within the specified time period, the contractor may submit to the District's Finance Manager, in writing, a detailed request to extend the time period allowed under the contract for a reasonable number of days to allow the contractor to complete the contract. However, the District reserves the right to approve or disapprove said extension.

**Safety Equipment:** Contractor shall provide all necessary safety equipment, including but not limited to helmets, glasses, earplugs, and to ensure that his crews use this safety equipment when working on this job. Contractor shall be held accountable for any infraction of safety equipment use.

**Construction Housekeeping:** The Contractor will be responsible to protect the integrity of the furniture i.e. seating, carpet, tables and artwork by covering the areas with plastic while the job is in progress.

Before acceptance of the work, the contractor shall clean the work site and all areas occupied by Contractor in connection with the work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and in its original condition. Full compensation for cleaning up as herein specified shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made, therefore.

**Losses from Natural Causes:** All loss or damage arising out of the nature of the work, or from the action of the elements, or from floods or overflows, or from groundwater, or from any unusual obstruction or difficulty, or any other natural or existing circumstance either known or

unforeseen, which may be encountered in this prosecution of work, shall be sustained, and borne by the Contractor at his own cost and expense.

**Fees and Permits:** The District will obtain all permits required prior to start of work. The District will obtain and pay for all permits required to carry on and complete the work.

If applicable, the Contractor shall notify Project Manager and have the work inspected and tested as required by ordinance, and present to the District properly signed certificates of inspection.

**Inspection:** All work and materials covered by these specifications shall be subject to inspection at any and all times by authorized representatives of the District.

**GENERAL PROVISIONS**  
**IFB – MINOR PUBLIC WORK**

Bids: Contractors are required to submit a bid on all bid items, unless otherwise stated. Bid submittals which do not have all items bid will not be considered. Bid submittal can be mailed with original forms completed and signed in ink, or electronic bid response.

This Invitation for Bids shall result in a firm, fixed price contract.

In case of default by the Contractor, the Sonoma County Fire District may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the Sonoma County Fire District. Prices paid by the District shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Fire Chief.

All prices and bids must be in ink or typewritten unless submitting an electronic bid response. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the bid.

All bids must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Contents of Bid Forms: Prospective Contractors will have available online the bid documents which will state the location and description of the contemplated scope of and will show the approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished with a schedule of items for which unit prices are asked. Prospective Contractors will also be furnished the special provisions relating to the project.

Approximate Estimate: The quantities given in the Invitation For Bid to Contractors, bid, and contract forms are approximate only, being given as a basis for the comparison of bids, and the Award Authority does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work, as may be deemed necessary or advisable by the Project Manager.

Examination of Plans, Specifications, District Standards, Invitation for Bids and Work Site: Prior to submitting a bid, the Contractor shall carefully examine the Plans, Specifications or Scope of Work, District Standards, the Invitation for Bids, and the proposed work site. It will be assumed that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the plans, these special provisions, and the contract. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Project Manager, a written request for an interpretation or correction thereof. The written request must be submitted to the Project Manager by the time identified for submittal of Requests for Information prior to bid opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents prior to bid opening will be made only by addendum duly issued, and a copy of such addendum will be mailed or faxed to each person



receiving a set of such documents. The District will not be responsible for any other explanations or interpretations of the proposed documents.

Bid Forms: All bids shall be made upon blank contract bid forms to be obtained from the District Invitation for Bid. The Contractor shall submit their bid on the original bid form furnished by the District and bids submitted on forms other than the one so furnished to the Contractor will be disregarded. All bids shall give the prices proposed and must bear the original signature of the Contractor. The Contractors shall fill in all blanks on the contract bid form as therein required.

Rejection of Bids Containing Alterations, Erasures or Irregularities: Bids may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

Bid Bond Guaranty: All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's, or certified check, or by a Contractor's bond made payable to the Sonoma County Fire District and executed as surety by a corporate surety authorized and admitted to transact a surety business in the State of California, for an amount equal to at least ten percent (10%) of the amount of said bid. No bid shall be considered unless such cash, cashier's or certified check, or Contractor's bond is enclosed therewith. If responding by electronic bid submittal, a copy of the Bid Bond Guaranty shall be attached. The District may request the original be mailed to hold in the Finance office after close of bid. Any Contractor's bond shall contain provisions for forfeiture consistent with California Public Contracts Code Section 20172.

Return of Bid Bond Guaranties: Within ten (10) days after the opening of bids, the District will return the bid guaranties accompanying the bids of all except the three lowest responsible Contractors. Bid guarantees of the three lowest responsible Contractors will be held until the contract has been finally executed after which they will be returned to the respective Contractors.

Withdrawal of Bid: Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids provided that a request in writing, executed by the Contractor or its duly authorized representative, for the withdrawal of such bid is filed with the District Project Manager. The withdrawal of a bid shall not prejudice the right of a Contractor to file a new bid.

Public Opening of Bids: Bids will be opened and read publicly at the time and place indicated in the Invitation For Bid. Contractors or their authorized agents are invited to be present.

Disqualification of Contractors: More than one bid from an individual, firm or partnership, a corporation, or an association under the same or different names will not be considered. This shall not be interpreted to mean that the same Contractor may not be interested in one bid as prime contractor, and another as subcontractor, providing no collusion exists. If there is reason for believing that collusion exists between the Contractors, none of the participants in such collusion will be considered in future bids. Bids, in which the prices obviously are unbalanced, may be rejected.

Competency of Contractors: No bid will be accepted from or contract awarded to a Contractor who is not licensed in accordance with the law; who does not hold a license qualifying him to perform work under this contract; to whom a bid form has not been issued by the District Project Manager; who has not successfully performed on projects of similar character and scope to the proposed construction. Contractors will be required to furnish a complete experience statement with this bid.

Award of Contract: The right is reserved to reject any or all bids.

Bids are required for all the work described herein.

All bids will be compared on the basis of the District Project Manager's estimate of the quantities of work to be done.

The award of the contract, if it be awarded, will be made within sixty (60) days from the date bids are opened, to the lowest responsible Contractor, whose bid complies with all the requirements prescribed.

Contract Bonds:

The successful Contractor may or may not be required to furnish a performance bond or material guaranty bond for this project. If the District wishes to waive the performance and material guaranty bond, a waiver of these two bond requirements will be noted specifically in the Invitation For Bid. In the event that the contract award will exceed the amount of twenty-five thousand dollars (\$25,000), the successful Contractor will be required to provide a payment bond for labor and materials in accordance with California Civil Code Section 3248 (executed in a sum of one hundred percent (100%) of the contract price) and acceptable to the District.

- a. Performance Bond: A performance bond shall be furnished to guarantee the faithful performance of the terms and conditions of the said contract by the contractor, which shall be executed in a sum of not less than one-half of the contract price.
- b. Labor and Materials Bond: A labor and materials bond (payment bond) shall be furnished in accordance with Chapter 7, Section 3247 et seq. of the California Civil Code to guarantee the District against any and all claims of subcontractors or other third parties furnishing labor, materials, or supplies for said contract, which shall be executed in a sum of one hundred percent (100%) of the contract price.
- c. Material Guaranty Bond: The contractor shall furnish a material guaranty bond (warranty bond) to serve as surety for the guaranteed requirements outlined in Section No. 2-1.12, which shall be executed in a sum of not less than one-half of the contract price.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and materials-men become insufficient, or the Award Authority has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary considering the extent of the work remaining to be done. Thereafter no payment shall be made upon such contract to the Contractor or any assignees of the Contractor until such bond or bonds or additional surety has been furnished.

Execution of Contract: The contract shall be signed by the successful Contractor and returned, together with one original of each of any required contract bonds and the correct insurance certificates, within ten (10) calendar days after the Contractor has received notice of award. If the successful Contractor is a corporation, the contract shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-

president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title and printed name of each corporate officer shall be listed under the signature.

Failure to Execute Contract: Failure to execute a contract and file acceptable bonds, as hereunder required, and the correct insurance certificates as provided herein within ten (10) calendar days after the Contractor has received notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the bid guaranty. If the successful Contractor refuses or fails to execute the contract, the District may award the contract to the second lowest responsible Contractor. If the second lowest responsible Contractor refuses or fails to execute the contract, the District may award the contract to the third lowest responsible Contractor. On the refusal or failure of the second or third lowest responsible Contractor, to whom any such contract is so awarded, to execute the same, such Contractor's guarantees shall be likewise forfeited to the District. The work may then be re-advertised or may be constructed by day labor as the District may decide.

Subcontractors: The successful Contractor shall furnish a list of all subcontractors. Said list shall include the names and addresses of the subcontractors and the name of the responsible managing employees whose name appears on the subcontractors' license.

Cleaning Up: Before acceptance of the work, the Contractor shall clean all areas occupied in connection with the work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition.

Full compensation for cleaning up as herein specified shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefor.

Change of Scope: All proposed changes to the contract shall be documented in writing in the form of an Amendment. Verbal field or office requests and/or direction without backup documentation shall not be considered valid. This is to include any work required by District employees not mentioned elsewhere in this contract.

Contractor's Copies of Contract Documents: The District will supply the Contractor with one set of plans and specifications for this project made available as attached to the Invitation For Bid. It will be the responsibility of the Contractor to print copies of all documents as needed.

Order of Work: The work as shown on the Project Plans and as specified in these Provisions shall be constructed in a sequence which is satisfactory to, and which has been approved by the Project Manager.

The Contractor shall obtain approval of its construction sequence, layout of work and schedule prior to commencing work on the project or any part of the project. The Contractor's schedule shall show the critical path of items which control the schedule. Additional detail regarding the scope of work may be found in the project documents.

Full compensation for conforming to the provisions of this article shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefor.

Inspection: The Contractor shall bear all costs associated with re-inspection of any defective, rejected, or unauthorized work, as determined by Project Manager in Project Manager's sole

discretion. Such costs of re-inspection, including any costs incurred by the District for additional staff time or fees for third-party consultant inspectors, will be irrevocably deducted from one or more progress payments hereunder.

Character of Workers: If any subcontractor or person employed by the Contractor shall appear to the Project Manager to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the request of the Project Manager, and such person shall not again be employed on the work.

No additional compensation shall be granted if the District exercises any portion of this section. Any use of this section shall be at no cost to the District. Any and all costs shall be at the Contractor's expense.

Source of Supply and Quality of Materials: All materials required to complete the work under the attached contract shall be furnished by the Contractor and shall be free of hazardous materials.

Material Submittals: Upon approval of the contract, the Contractor shall submit to the Project Manager, in writing, a list of all materials proposed to be used on this project and any supporting documentation and/or samples required and source of supply.

For material listed on the "Project Manager's List of Approved Items", the Project Manager shall be provided with the name of the manufacturer and model/part number for all material proposed for this project, unless that item has been replaced as shown on the Plans or in the Special Provisions.

The Project Manager reserves the right to reject any proposed material, whether on the District's "Project Manager's List of Approved Items" or not. If the District obtains information indicating that a listed item is not performing satisfactorily or is found to be defective, that item will be rejected and the Contractor shall submit a replacement for review at no additional cost to the District.

Trade Names and Alternatives: Whenever any material or equipment is specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as if followed by the words "or acceptable equal", whether or not such words appear. In the event any material or equipment is specified by only one patent or proprietary name or by the name of only one manufacturer, it is for the purpose of standardization or because the Project Manager knows of no equal.

The Contractor may offer material or equipment with equal or better qualities of performance, operation, and maintenance in substitution for those specified which he considers would be in the Project Manager's interest to accept. No offers for substitution will be acknowledged or considered from suppliers, distributors, manufacturers, or subcontractors.

Any such offer shall be made in writing to the Project Manager for consideration at least four weeks in advance of the time at which the Contractor wishes to order the material or equipment for use in the work. The Contractor shall include sufficient data which, together with any other data the Project Manager may require, will enable the Project Manager to assess the acceptability of the material or equipment.

When the substitute equipment or material necessitates changes to or coordination with any other portion of the work, the data submitted shall include drawings and details showing all such changes

and the Contractor shall perform these changes as a part of any acceptance of substitute material or equipment.

The use of any material or equipment so offered will be permitted only after written acceptance of the Contractor's offer by the Project Manager. Such acceptance by the Project Manager shall not relieve the Contractor from full responsibility from the efficiency, sufficiency, and quality and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.

Between the dates of public notice of advertisement and the bid opening, the District will not, under any circumstances, review or entertain any bids for the acceptability of equipment or materials for inclusion into the contract documents.

Prevailing Wage Provision: If required, pursuant to Labor Code § 1770 et seq., each laborer or mechanic of Contractor or any subcontractor engaged in work on the project under this contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractor and such laborers and mechanics. A copy of the schedule of prevailing wage rates can be obtained online at [www.dir.ca.gov](http://www.dir.ca.gov).

Any laborer or mechanic employed to perform work on the project under this contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him.

The foregoing specified prevailing wage rates are minimum rates only, and the Contractor may pay any wage rate in excess of the applicable rate.

Pursuant to Labor Code §1775, the Contractor as a penalty to the owner shall forfeit up to fifty dollars (\$50.00) for each calendar day, or portion thereof for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor shall only provide prevailing wage reports upon written request from the District.

Use of Apprentices: Contractor agrees to comply with Chapter 1, Part 7, Division 2, § 1777.5 et seq. of the California Labor Code. These sections require contractors and subcontractors to employ apprentices in apprentice able occupations in a ratio of not less than one hour of apprentice work for each five hours of journeyman work (unless an exception is granted in accordance with §1777.5), and the contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry, or color. Only apprentices as defined in §3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed on public works in apprentice able occupations. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprentice able occupations.

Payment: Full compensation for conforming to the requirements of this article shall be paid for at the contract lump sum price.

Partial Payments: The District shall, once each month, for progress pay purposes prepare an estimate in writing of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, to the time of such estimate and the value thereof. The District shall retain five percent (5%) of such estimated value of the work done and five percent (5%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the contract by the Contractor. The District shall pay monthly to the Contractor while carrying on the work the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the Project Manager the work is not proceeding in accordance with the provisions of the contract or when, in the Project Manager's judgment, the total value of the work done since the last estimate amounts to less than five hundred dollars (\$500.00). No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Within 15 days after the completion of the work, the Project Manager will make a semi-final estimate, in writing, of the proposed final quantities of work done under the contract and the value of such work and will submit such estimate to the Contractor. The District shall retain five percent (5%) of such estimated value of the work done and shall pay to the Contractor the balance not retained as aforesaid after deducting therefrom all amounts to be kept and all amounts to be retained under the provisions of the contract.

The Sonoma County Fire District, by and through the appropriate officer or officers, may, at its option and at any time, retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims of District or others provided that sworn statements of all non-District claims shall have been filed with the Finance Director.

Final Payment: Processing for payment on the final estimate shall not be commenced in less than thirty-five (35) days after the date of recording of the Notice of Completion in the County Recorder's Office, and the Contractor is put on notice that it takes approximately ten (10) days for a check to be issued in response to a request for payment.

Within fifteen (15) days after submission to the Contractor of the semi-final estimate, the Contractor shall submit to the Project Manager, its written statement of all claims which it has for additional compensation claimed to be due under the contract.

On the Contractor's approval, or if the Contractor files no claims within said period of 15 days, the Project Manager will issue a final written estimate and the District shall pay to the Contractor the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract.

If the Contractor, within said period of 15 days, files claims, the Project Manager shall then consider and investigate such claims and shall make such revision in the final quantities as he may find to be due and shall then make and issue a final written estimate. The District will pay the amount so found due, after deducting therefrom all previous payments and amounts to be retained under the provisions of the contract.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefor, except in the case of gross error.

The Sonoma County Fire District, by and through the appropriate officer or officers, may, at its option and at any time, retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims of District or others provided that sworn statements of all non-District claims shall have been filed with the Finance Manager.

Patents and Royalties: All costs involved in fees, royalties, or claims for any patented invention, article, process or method that may be used upon or in any manner connected with the work under contract or the use of the completed work by the District shall be paid by the Contractor and the Contractor and its sureties shall protect and hold the District together with all of its officers, agents, servants, and employees harmless against any and all demands made for such fees or claims brought or made by the holder of any invention or patent, and before the final payment is made on the account of the contract, the Contractor shall, if requested by the District, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, its agent, servants, or employees, or any of them be enjoined from furnishing or using any invention, article, material, or plans supplied or required to be supplied or used under the contract, the Contractor shall promptly substitute other articles, materials, or appliances in lieu thereof of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Project Manager. Or in the event that Project Manager elects, in lieu of such substitution, to have supplied and to retain and use any such invention, article, materials, or plans as may by the contract be required to be supplied, in that event, the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the District, its officers, agents, servants and employees, or any of them to use such invention, article, materials, or appliance without being disturbed or in any way interfered with by any proceeding in law of equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then in that event the Project Manager shall have the right to make such substitutions or the District may pay such royalties and secure such licenses and charge the Contractor even though final payment under the contract may have been made.

Notice to Vendors: Attention is directed to the current OSHA Standards. All equipment, tools and materials which are furnished and/or installed as part of this contract shall meet or exceed the aforementioned standards in order to be considered acceptable.

Forfeitures for Health and Safety Violations: Contractor shall comply with all applicable provisions of the Town of Windsor Codes. Any failure shall constitute a breach of contract. In the event of any violation of the Town of Windsor Codes that may impact public health and safety, the District shall have the right to impose a charge against Contractor in an amount equal to five hundred dollars (\$500) perviolation per day. Prior to the imposition of any charge hereunder, District shall first provide a written notice to Contractor of the violation and setting forth a reasonable period of time for Contractor to cure. In the event Contractor fails to cure any such violation within the time provided, District shall have the right, in addition to all other rights and remedies available to District, to deduct and withhold, as a permanent forfeiture by Contractor, the appropriate amounts from any payment otherwise due Contractor under this contract.

Maintaining Traffic:

The Contractor shall make provisions for the safe passage of pedestrians around the area of work at all times.

Full compensation for conforming to the requirements of this article shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefor.

Preservation of Property: All improvements consisting of fences, gates, landscaping, drainage ditches, sidewalks, irrigation systems, or other improvements which are damaged, injured, removed, or destroyed by reasons of the Contractor's operations shall be replaced in accordance with District Standards as a minimum and restored to a condition as good as when the Contractor entered upon the work, all at the Contractor's expense. Concrete surface treatment and score marks shall match adjacent existing concrete improvements.

Full compensation for conforming to the provisions of this article, including removing and relocating fences, shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefor.

Indemnity and Insurance: The Contractor shall assume the defense of, including settlement of, and indemnify and save harmless the District, its officers, agents, and employees, from all claims, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from the performance of the contract, the work or the nature of the work covered by the contract (including costs and expenses, which include attorney's fees, incurred in connection therewith) regardless of responsibility for negligence, but excluding liabilities due to the active negligence or willful misconduct of the District.

The Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with the insurance requirements set forth below. Maintenance of such insurance coverage during the entire performance of the contract is a material element of the contract. Failure by Contractor to (i) maintain or renew coverage, (ii) provide notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, if necessary, may be deemed a material breach of the contract by Contractor, whereas the District shall be entitled to all rights and remedies at law or in equity. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under the contract. In the event Contractor retains or utilizes any subcontractors or sub-consultants in performance of the work, Contractor shall assure that any such sub-contractor has first obtained, and shall maintain, all of the insurance coverage requirements herein below set forth.

Examination and Audit: Pursuant to California Government Code Section 8546.7, any contract with the District involving expenditures in excess of ten thousand dollars (\$10,000) shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment is made to Contractor by District under this contract. Any such examination and audit shall be confined to those matters connected with the performance of this contract.

Subcontractors: The "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Section 4100-4113, inclusive) shall apply to all subcontracts in excess of one-half of one percent of the total amount of the bid, and said Act requires subcontractors, if used for such work, to be listed in the prime contractor's proposal; prohibits the substitution of subcontractors, except as therein authorized; and provides for penalties for violations of the Act. Each bidder shall, with respect to



the work of any subcontractor in excess of one-half of one percent of the total amount of the bid, include as part of the proposal on the form provided:

1. The name and the location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid.
2. The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion.

The purchase of sand, gravel, crushed rock, batched concrete, aggregates, ready-mixed concrete, and/or any other materials produced at and furnished from established and recognized commercial plants, together with the delivery of such materials to the site of the work by means of vehicles owned and operated by such plants or by recognized commercial hauling companies, shall not be considered as subcontracting under these special provisions.

Assignments: Once awarded, this contract shall not be transferred, assigned, or subcontracted, except as herein expressly provided, without the prior written consent of the District, in the District's sole and absolute discretion.

Beginning of Work: The Contractor shall begin work within ten (10) calendar days after the day authorized in the Notice to Proceed and shall diligently prosecute the contract to completion identified in the contract.

Time of Completion: Working days will be counted beginning with the day the Contractor begins work or with the tenth day after the day authorized in the Notice to Proceed, whichever shall occur first.

Unless otherwise directed by Project Manager, Contractor shall not conduct any activities that generate noise earlier than 7:00a.m. or later than 6:00p.m., unless approved otherwise.

Entire Agreement: This agreement is the entire agreement between the parties.

Bid Contents: This bid consists of the Invitations for Bids, Bid, Provisions, Specifications, Attachments and other terms and conditions as are attached or incorporated by reference in the schedule of the Invitations for Bids.

## Protest Procedure

Any protest of the proposed award of Bid to the bidder deemed the lowest responsible bidder must be submitted in writing to the Fire Chief, no later than 5:00 PM on Friday, February 5, 2022.

The initial protest must contain a complete statement of the basis for the protest.

The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.

The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder.

The party filing the protest must have actually submitted a Bid on the Project. A subcontractor of a party filing a Bid on this Project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another bidder but must timely pursue its own protest.

The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy in the event of a Bid Protest. The Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

The Owner shall receive all timely protests prior to formal award of Bid. The owner shall not be required to hold an administrative hearing to consider timely protest but may do so at the option of the Owner. At the time of the Owner's consideration of the award of the bid, the owner shall also consider the merits of any timely protests. The owner may either accept the protest and award the bid to the next lowest responsible bidder or reject the protest and award to the lowest responsible bidder. Nothing in this section shall be construed as a waiver of the Owner's right to reject all bids.

The owner reserves the right to waive any bid irregularities not affecting the amount of the bid, except where such waiver would give the low bidder an advantage or benefit not allowed other bidders.

ATTACHMENT A

BID PROPOSAL

Item No.	Qty	Unit	Item Description	Total Amount
1.	1	Job	Sonoma County Fire District-Station 1 Mechanical Equipment Replacement	\$ <u>226,735</u>
			<b>Total Bid Amount</b>	\$ <u>226,735</u>

PROJECT COMPLETION

Contractors are required to indicate below the number of days estimated to complete project work after receipt of notice to proceed.

**Project Completion:**

Bid Item 1 224 days after receipt of notice to proceed.

*~ 29-30 week lead time for equipment*

Station 1  
HVAC Equipment Replacement

Sonoma County Fire District

IFB 21-2

**ATTACHMENT B**

Scope of Work

*See attached proposal letter*

## ATTACHMENT C

### AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made as of the date next to the last signature hereto (the "Effective Date") by and between Sonoma County Fire District, a California fire protection District formed in accordance with the California Fire Protection District Law (Health & Safety Code sections 13800 et seq., and hereinafter "District"), and IES (hereinafter "Contractor") with reference to the following facts.

### RECITALS

WHEREAS, Contractor represents that she is a duly qualified in strategic planning; and

WHEREAS, in judgment of District's Fire Chief, it is necessary and desirable to employ the services of Contractor to work with District;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

### AGREEMENT

#### 1. Scope of Services.

1.1. Contractor's Specified Services. Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), within the times or by the dates provided for in Exhibit A and Article 6.

1.2. Cooperation with District. Contractor shall work closely with District and District staff in the performance of all work hereunder.

1.3. Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If District determines that any of Contractor's work is not in accordance with such level of competency and standard of care, District shall have the right to do any or all of the following: (a) require Contractor to meet with District to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; or (c) terminate this Agreement pursuant to the provision of Article 4.

1.4. Assigned Personnel. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time District, for no good cause shown, desires the removal of any person or persons assigned by Contractor to perform any work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from District.

1.5. Key Personnel. In performing services under this Agreement, Contractor shall assign the following personnel to supervise and perform the services hereunder, who are deemed by District to be key personnel whose services were a material inducement to District to

enter into this Agreement, and without whose services District would not have entered into this Agreement:\_\_\_\_\_ . Except for good cause shown, Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of District.

2. Payment. For all services and incidental costs required hereunder, Contractor shall be compensated as set forth in the Scope of Work. Contractor shall invoice the District for all services provided hereunder as set forth in the Scope of Work.

3. Term of Agreement. The initial term of this Agreement shall be for one year following the Effective Date unless terminated earlier in accordance with the provisions of Article 4 below. The term shall be automatically extended for successive periods of one year following the initial term unless either party notifies the other in writing of its election to have the Agreement expire at least thirty days in advance of the end of the then-current term.

4. Termination.

4.1. Termination Without Cause. At any time and without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days written notice to Contractor. In the event of such termination, District shall pay Contractor for services and associated costs satisfactorily rendered to the date of termination and Contractor shall cooperate with District to affect the transfer of all work-in-progress to District or to a new Contractor designated by District.

4.2. Termination for Cause. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, District may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination. In such event, (i) District shall pay Contractor for services and associated costs satisfactorily rendered to the date of termination; provided, however, that District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Contractor, and (ii) Contractor shall cooperated with District to effect the transfer of all work-in-progress to District or to a new Contractor designated by District.

5. Indemnification and Insurance.

5.1 Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to District, and to defend, indemnify, hold harmless, reimburse and release District, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by District to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Contractor, arising out of or in connection with the performance of Contractor hereunder, whether or not there is concurrent negligence on the part of District, but, to the extent required by law, excluding liability due to the

sole or active negligence or due to the willful misconduct of District. If there is a possible obligation of indemnify, Contractor's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. District shall have the right to select its own legal counsel at the expense of Contractor, subject to Contractor's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

5.2 Insurance. Contractor shall comply with the insurance requirements set forth in Exhibit B, which is attached hereto and incorporated herein.

6. Prosecution of Work.

6.1 Commencement of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

6.2. Extra or Changed Work. Only the District's Chief or Board of Directors may authorize extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed without such express and prior written authorization of the Chief or Board of Directors.

7. Representations and Warranties of Contractor.

7.1 Standard of Care. District has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all its work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by District shall not operate as a waiver or release.

7.2. Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent Contractor, and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement pursuant to Paragraph 4, above, Contractor expressly agrees that it shall have no recourse or right to appeal under rules, regulations, ordinances, or law applicable to employees.

7.3. Taxes. Except as elsewhere herein provided, Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish District with proof of payment of taxes on these earnings.

7.4. Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

7.5. Conflict of Interest. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. In addition, if requested to do so by District, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with District disclosing Contractor's or such other person's financial interest.

7.6. Nondiscrimination. Contractor shall comply with all applicable federal, state and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in the Agreement are incorporated by this reference.

8. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectations of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service or payment does not prejudice the aggrieved party's rights to demand adequate assurance of future performance.



9. Assignment and Declaration. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

10. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

District: Sonoma County Fire District  
8200 Old Redwood Hwy  
P.O. Box 530  
Windsor, CA 95492

Contractor: \_\_\_\_\_

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given notice pursuant to this paragraph.

11. Intellectual Property Rights.

11.1 Ownership of Work Product. All reports, drawings, graphics, plans, studies, and other data or documents (including, but not limited to, HTML pages and coding, and related software), in whatever form or format, assembled or prepared by Contractor or Contractor's employees, subcontractors, consultants, and other agents in connection with this Agreement shall be the property of District upon full payment of all sums due hereunder by District, subject to any third party rights retained therein. It is the intention of the parties that Contractor's work hereunder shall constitute "work for hire," to the maximum extent provided for under federal copyright law. To the extent that Contractor's work hereunder does not qualify as work for hire, Contractor hereby transfers all rights, title and interest in said work to District. The foregoing shall not apply with respect to materials owned by Contractor prior to its execution of this Agreement, or pursuant to the express terms of the attached Scope of Work, or with respect to ideas rejected by District, which shall remain Contractor's property. Contractor shall deliver such materials to District upon either the expiration or termination of this Agreement and full payment of all amounts due hereunder in such form or format as the parties reasonably agree. Such materials shall be and will remain the property of District without restriction or limitation. The parties agree that all materials prepared hereunder are intended for use in the United States only, and that District assumes all risk connected with the use of such materials outside the United States.

11.2 Assignment of Rights. Contractor assigns to District all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all work product, if any, now or later prepared by Contractor in connection with this Agreement.

Contractor agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all work product. Contractor shall have an exclusive right to use the work product during the term of this Agreement but shall not permit another to use the work product without first obtaining written permission of the District.

12. Miscellaneous Provisions.

12.1 No Waiver of Breach. The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in the Agreement.

12.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and District acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement; the language of the Agreement will not be construed against one party in favor of the other. Contractor and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement. In the event of a conflict between any provision in the body of this Agreement and any provision in any exhibit to this Agreement, the provision in the body of the Agreement shall be controlling.

12.3. Resolution of Disputes. The parties agree that disputes, which cannot be resolved by the parties alone, will be resolved by the following process:

A. Mediation. The parties agree to mediate any dispute or claim between them arising out of this Agreement or any resulting transaction before resorting to arbitration or court action. The mediation fee, if any, shall be divided equally among the parties involved. In advance of the mediation, the parties shall voluntarily exchange all documents requested by the other party that relate to the dispute. Issues concerning discovery shall be submitted to the mediator prior to mediation; the mediator's decision shall not be binding upon the parties to the dispute. Statements made during any mediation proceeding shall not be admissible in a subsequent arbitration or court proceeding and shall be privileged to the full extent permitted under California law. If any party commences an arbitration or court action based on a dispute or claim to which this paragraph applies without first attempt to resolve the matter through mediation, then in the discretion of the arbitrator(s) or judge, the other party may apply to such arbitrator or judge for an order staying the arbitration or court action pending mediation.

B. Arbitration. If the parties cannot resolve the dispute with the assistance of a mediator, the parties shall submit the dispute to binding arbitration. So that all claims, disputes, or controversies that may arise can be resolved by arbitration, any dispute or claim in

law or equity between the parties arising out of this contract or the breach thereof, or any resulting transaction which is not resolved through mediation, shall be decided by neutral, binding arbitration and not by court action, except as provided by law for judicial review of arbitration proceedings. Arbitration shall take place in Sonoma County, California. The arbitration shall be conducted in accordance with the rules of either the American Arbitration association ("AAA") or Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The selection between AAA and JAMS rules shall be made by the claimant first filing for the arbitration, but the parties to the arbitration may agree in writing to use different rules or arbitrators.

12.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

12.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

12.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

12.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12.8 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

DATED: \_\_\_\_\_

Contractor

By: \_\_\_\_\_

DATED: \_\_\_\_\_

Sonoma County Fire District

By: \_\_\_\_\_

Mark Heine, Fire Chief

**ATTACHMENT D**

**SONOMA COUNTY FIRE DISTRICT BOND  
FORMS AND CHECKLIST**

**FORWARD IMMEDIATELY TO YOUR BONDING COMPANY**

**WARNING:**

The Sonoma County Fire District has certain bond requirements which may not comport with your surety company's standard forms. To expedite compliance, please use the attached District forms. If standard forms are used, they must meet the requirements in the checklist. Please give this packet to your surety. Failure to comply will result in possible delay or termination of the contract.

## BOND REQUIREMENTS & SAMPLE BONDS

Enclosed are forms for Performance, Labor and Materials (Payment) and Material Guaranty (Warranty) Bonds. The Surety should use these forms in order to assure the bonds provided are acceptable to the Sonoma County Fire District. The Contractor should make certain bonds issued are from a surety in good financial standing and qualified to do business in the State of California. The following requirements must be met:

### BOND REQUIREMENTS

- \_\_\_\_\_ 1. For Major contracts, Performance and Material Guaranty Bonds in a sum equal to *at least* one-half ( $\frac{1}{2}$ ) the contract price must be provided. For exact amounts see Section 3 of the Contract Documents. For any contract with a contract price in excess of \$25,000, contractor must provide a Labor and Materials (Payment) Bond in a sum equal to the full amount (100%) of the contract price, in a form that complies with California Civil Code Section 3248.
- \_\_\_\_\_ 2. All bonds must be signed by an authorized representative of the contractor *and* the attorney-in-fact for the surety company.
- \_\_\_\_\_ 3. The bonds must be accompanied by a notarized power of attorney evidencing that the signature on the bond has been duly appointed attorney-in-fact to issue bonds on behalf of the surety company. The attorney-in-fact's signature must be notarized. The notary seal must be legible and the notary's commission must be current and valid.
- \_\_\_\_\_ 4. The bonds must bear the corporate seal of the surety company.
- \_\_\_\_\_ 5. The bonds must bear the corporate seal of the contractor's firm if the firm is a corporation.
- \_\_\_\_\_ 6. The Performance Bond must provide that the surety is bound unless the Principal shall well and truly perform all of the terms and conditions contracted to be performed under the contract. (Stating that the surety is bound unless the Principal performs all the work of the contract is *not* acceptable).
- \_\_\_\_\_ 7. The Maintenance Bond must provide that the bond remains in effect for one (1) year after the date of recording the Notice of Completion by owner. (Stating that the bond is in effect for one (1) year from the completion of the work is *not* acceptable).
- \_\_\_\_\_ 8. Return bonds to:

Sonoma County Fire District  
8200 Old Redwood Highway  
Windsor, CA 95492

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas \_\_\_\_\_  
of \_\_\_\_\_ hereinafter called the CONTRACTOR  
(Principal), and \_\_\_\_\_ a corporation duly organized  
and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to transact a  
surety business in California, hereinafter called the SURETY, are held and firmly bound unto the  
SONOMA COUNTY FIRE DISTRICT as OWNER (Obligee), in the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_ ) for which payment well and  
truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns,  
jointly and severally, firmly by these presents.

THE CONDITION IS SUCH THAT:

The Principal has entered into a contract dated \_\_\_\_\_, with the Obligee to  
do and perform the following work: \_\_\_\_\_  
\_\_\_\_\_

If the said Principal shall well and truly perform the said work, and fulfill each and every of the  
covenants, conditions and requirements of the said contract in accordance with the plans and  
specifications, then the above obligation to be void, otherwise to remain in full force and virtue.

In Witness Whereof, We have hereunto set our hands and seals this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINCIPAL (Signature)

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SURETY ADDRESS

\_\_\_\_\_  
SURETY PHONE NO.

By: \_\_\_\_\_  
Attorney-in-Fact

Approved as to Form:

\_\_\_\_\_  
Attorney for Sonoma County Fire District

### LABOR AND MATERIALS (PAYMENT) BOND

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas \_\_\_\_\_  
of \_\_\_\_\_ hereinafter called the CONTRACTOR  
(Principal), and \_\_\_\_\_ a corporation duly organized  
and existing under and by virtue of the laws of the State of \_\_\_\_\_  
and authorized to transact a surety business in California, hereinafter called the SURETY, are held and  
firmly bound unto the SONOMA COUNTY FIRE DISTRICT as OWNER (Obligee), in the sum of \_\_\_\_\_  
\_\_\_\_\_(\$ \_\_\_\_\_) for which payment well and  
truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns,  
jointly and severally, firmly by these presents.

THE CONDITION IS SUCH THAT:

The Principal has entered into a contract dated \_\_\_\_\_, with the Obligee to  
do and perform the following work: \_\_\_\_\_  
\_\_\_\_\_

If said Contractor, his or its heirs, executors administrators, successors or assigns, or subcontractors,  
shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the  
Unemployment's Insurance Code with respect to work or labor performed by any such claimant, or for any  
amounts required to be deducted, withheld, and paid over to the Employment Development Department  
from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the  
Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein  
will pay for the same in the amount not exceeding the sum specified in this bond, otherwise the above  
obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable  
attorney's fee to be fixed by the court.

This bond shall insure to the benefit of the persons named in the Civil Code Section 9100 as to give a  
right to action to such persons or their assigns in any suit brought upon this bond.

In Witness Whereof, We have hereunto set our hands and seals this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL (Signature)

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SURETY ADDRESS

\_\_\_\_\_  
SURETY PHONE NO.

By: \_\_\_\_\_

Attorney-in-Fact

Approved as to Form:

**MATERIAL GUARANTY (WARRANTY) BOND**

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas \_\_\_\_\_  
of \_\_\_\_\_ hereinafter called the CONTRACTOR  
(Principal), and \_\_\_\_\_ a corporation duly organized  
and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized  
to transact a surety business in California, hereinafter called the SURETY, are held and firmly bound  
unto the SONOMA COUNTY FIRE DISTRICT as OWNER (Obligee), in the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) for which payment well and  
truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS:

The Principal has entered into a contract dated \_\_\_\_\_, with the  
Obligee to do and perform the following work: \_\_\_\_\_  
\_\_\_\_\_

Under the terms of the specifications for said work Principal will furnish a bond to protect the SONOMA  
COUNTY FIRE DISTRICT against the results of faulty materials or workmanship for a period of one year  
from and after the date of the notice of recording of completion.

NOW THEREFORE:

This bond shall for a period of one year from and after the date of the notice of recording of completion  
replace any and all defects arising in said work whether resulting from defective materials or defective  
workmanship, then the above obligation to be void; otherwise, to remain in full force and effect.

In Witness Whereof, We have hereunto set our hands and seals this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL (Signature)

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SURETY ADDRESS

\_\_\_\_\_  
SURETY PHONE NO.

By: \_\_\_\_\_  
Attorney-in-Fact

Approved as to Form: \_\_\_\_\_  
Attorney for Sonoma County Fire District



**SONOMA COUNTY FIRE  
DISTRICT  
CERTIFICATE OF INSURANCE  
CHECKLIST**

**FORWARD IMMEDIATELY TO YOUR INSURANCE AGENT OR  
BROKER**

**WARNING:**

The Sonoma County Fire District has certain requirements for certificate(s) of insurance and endorsements that may not comport with your insurance company's standard forms. A checklist is attached. Failure to comply will result in a possible delay or termination of the contract.



### Sonoma County Fire District Insurance Requirements

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the consultant, his agents, representatives, employees, or subcontractors.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- Insurance Services Office form covering Automobile Liability, code 1 (any auto).
- Worker's Compensation insurance as required by the State of California and Employer's Liability insurance.
- Errors and Omissions liability insurance appropriate to the consultant's profession. Architects and engineers' coverage is to be endorsed to include contractual liability.

#### Minimum Limits of Insurance

- General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations**. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- Workers' Compensation statutory limit and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- Errors and Omissions Liability: \$1,000,000 per occurrence.

#### Other Insurance Provisions

*The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:*

- *Sonoma County Fire District (District), its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations as performed by or on behalf of the consultant; or automobiles owned, leased, hired or borrowed by the consultant.*
- For any claims related to this project, the consultant's insurance coverage shall be primary insurance as respects the Sonoma County Fire District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of the consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

**Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.**

#### Waiver of Subrogation

The Worker's Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the District, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the District.

#### Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers, or the consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

#### Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District or on other than the District's forms provided those endorsements conform to the District's requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time

#### Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**ATTACHMENT E**

**REQUIRED**

**DATA**

**FORMS**

**Note: Required Data Forms must be completed and attached as part of your bid response.**

**List of Forms:**

Exceptions to Specifications

References-  
Capability and Experience

Licenses

Subcontractors

Equipment Listing

Warranty

Recycled Content

Designated Contact

Signature Page



**REQUIRED DATA**

**REFERENCES**

*(History and Capability)*

Contractors shall provide the name, locations and a narrative statement on the work performed for a minimum of two (2) comparable contracts during the past five (5) years. A short resume on the general history and experience of the Contractor's organization shall be provided along with a statement of financial resources indicating the ability to maintain an adequate staff, equipment capable of complete and satisfactory support and performance of the contract.

Ref No.		Company Info	Work Performed
1	Company Name: Contact: Address: Phone:	Medtronic Randy Cadwell 3850 Brickway Blvd Santa Rosa, CA 707-541-3165	Replaced existing packaged rooftop unit. Included new power exhaust, economizer disconnects, roof sleepers, condensate piping.
2	Company Name: Contact: Address: Phone:	Medtronic Juan Tapia 3850 Brickway Blvd Santa Rosa, CA 707-322-0487	Replaced (2) Make-up air units and (4) condensers. Included new electrical disconnects, fuses, and condensate piping
3	Company Name: Contact: Address: Phone:	Smothers Volvo Chris Reid 2875 Talmadge Dr Santa Rosa, CA 707-521-3926	Replaced (2) packaged rooftop units. Included new electrical disconnects, fuses, curb adaptors and condensate piping
4	Company Name: Contact: Address: Phone:		

**REQUIRED DATA**

**LICENSES**

Contractor shall list below the number, expiration date, and types of Contractor licenses, which may be required in order to perform the services described under this contract.

Contractors State License Board License No.	Type of License	Expiration Date <i>(if applicable)</i>	Department of Industrial Relation (DIR) #
646794	C20, C-43, C-4	6/30/2022	1000000166





**REQUIRED DATA**  
**SUBCONTRACTORS**

A subcontractor is any entity, not a direct employee of the prime Contractor, which performs any work on the project in excess of one-half of one percent (.5%) of the prime Contractor's total bid. The bidder submits herewith a list of subcontractors whom he proposes to employ on the work with proper firm name and business address of each. If list of subcontractors exceed the amount listed on this page, please attach an additional sheet listing ongoing subcontractor license information to the Required Data Forms.

No.	Trade	Subcontractor's Company Name, Address, Phone	Project Contact	Project Contact Phone
1.				
2.				
3.				
4.				

Subcontractor No.	License No.	Type of License	Expiration Date <i>(if applicable)</i>
1			
2			
3			
4			



## Specialty A/C Products New Equipment Terms and Conditions

**1. Acceptance and Prices.** These terms and conditions are an integral part of Specialty A/C Products U.S. Inc. ("Seller")'s firm offer and form the basis of any agreement resulting from Seller's proposal. The proposal is subject to acceptance within thirty days from its date, and the prices are subject to change without notice prior to acceptance by the party to whom this offer is made, or its authorized agent ("Buyer"). Following acceptance without addition of any other terms and conditions of sale or any other modification by Buyer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Seller's factory not later than three months from order receipt. If such release is not received within three months after the date of order receipt, at Seller's option, the order may be cancelled by Seller. Any delay in shipment caused by Buyer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay. In no event will prices be decreased.

Acceptance will have occurred if Buyer: signs Seller's proposal; issues written order pursuant to submission of proposal; or permits or accepts performance; or other commercially reasonable manner. If Buyer's order is an acceptance of Seller's proposal, Seller's return of such order with these terms and conditions attached serves as an acknowledgement and confirmation of receipt of order. If order is expressly conditioned upon Seller's acceptance or assent to terms other than those expressed herein, return of order by Seller with these terms and conditions attached serves as notice of objection to such terms and a counter-offer to provide equipment in accordance with scope and terms of the original proposal. If Buyer does not reject or object within ten days, counter-offer will be deemed accepted. If Buyer permits or accepts performance, such terms will be deemed accepted.

**2. Performance.** Seller shall be obligated to furnish only the goods described in Seller's proposal, and submittal data (if such data is issued in connection with this order), and Seller may rely on the acceptance of proposal and submittal data as acceptance of the suitability of the equipment for the particular project. Seller's duty to perform under any order and the price thereof is dependent upon Seller's corporate approval of the order and Seller shall not be responsible for delays in contract formation caused by inclusion of new or different terms by Buyer, or delays in credit approval due to delayed or incomplete credit information by Buyer. Seller's duty to perform is contingent upon the non-occurrence of an Event of Force Majeure. If the order is not approved at the corporate level, Seller may elect to delay performance or to renegotiate with Buyer. If Seller and Buyer are unable to agree on revised prices or terms, the order may be canceled without any liability. If Seller shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Seller's election (i) remain in effect but Seller's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Buyer, in which event Buyer shall pay Seller for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Seller. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Seller; and the requirements of the United States Government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the Government.

**3. Taxes.** To the prices and terms quoted, add any manufacturer's gross receipts, sales, or use tax, Federal, State, or Local, payable on the transaction under any applicable statute, code, or regulation.

**4. Warranty and Liability.** Except for any written warranty given by the Manufacturer of the products described in this quotation, Specialty A/C Products, Inc. and Buyer expressly agree that Specialty A/C Products, Inc. makes no other warranty of any kind, express or implied, and Specialty A/C Products, Inc. neither assumes nor authorizes any person to assume for it any other liability in connection with the sale or use of its products, including the goods purchased hereunder. The manufacturer's warranty, if any, is in lieu of and Specialty A/C Products, Inc. disclaims any and all other representations and warranties, express or implied, arising by law, course of dealing, course of performance, usage of trade or otherwise, including without limitation all warranties as to the product's condition, use, operation, design, quality, capacity, workmanship, installation, servicing, latent defects, compliance with any law, ordinance, regulation, rule, contract or specification, "merchantability", fitness for any particular purpose, and all other qualities and characteristics whatsoever.

Buyer's remedy for breach of warranty, if any, is limited to refund of the purchase price or repair or replacement of any nonconforming product, at the seller's option. No liability whatever shall attach to the Seller until products have been paid for. Warranty is voidable in the event of non-payment. Seller makes no representation or warranty, express or implied, regarding prevention of mold, fungus, bacteria, microbial growth, or any other contaminants. Any further warranty must be in writing and agreed to by an authorized signatory of the Seller.

**5. Warranty Disclaimer.** This warranty is given in lieu of all other warranties, express or implied, including **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE** and/or others arising from course of dealing or trade.

**6. Indemnity.** Seller and Buyer shall indemnify and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**7. Insurance.** Seller agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Buyer, provide a Certificate of Insurance evidencing this coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

In the event Seller agrees to name Buyer or others as an additional insured, Seller will do so but only under its primary Commercial General Liability policies to the extent of the indemnity obligation assumed herein. In no event does Seller waive its right of subrogation.

**8. Liability Disclaimer. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES.** This exclusion applies regardless of whether such damages are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Should Seller nevertheless be found liable for any damages they shall be limited to the purchase price of the equipment under the order. **SELLER DISCLAIMS ANY LIABILITY FOR DAMAGES OF ANY KIND (WHETHER DIRECT OR INDIRECT) ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.**

**9. Shipment Dates.** Shipment dates are estimates only. No valid contract may be made to ship within or at a specified time unless in writing, signed by an authorized signatory of Seller. Shipments shall be f.o.b. factory or warehouse at named shipping point with title and risk of loss passing to Buyer upon delivery to the carrier.

**10. Cancellation.** If, following acceptance of proposal by Buyer, all or any portion of the resulting order is canceled by Buyer without default on the part of Seller or without Seller's written consent, Buyer shall be liable to Seller for cancellation charges including but not limited to Seller's incurred costs and such profit as would have been realized by Seller from the transaction had the agreement not been breached by Buyer.

**11. Payment.** Payment terms are 100% net 30 days of shipment unless otherwise expressly agreed to in writing by Seller. Seller reserves the right to add to any account outstanding for more than 30 days a service charge the lesser of 1-1/2% of the principal amount due at the end of each month, or the maximum allowable legal interest rate. Buyer shall be liable to Seller for all collection expenses, including reasonable attorney's fees and court costs, incurred by Seller in attempting to collect any amounts due from Buyer. If requested, Seller will provide appropriate lien waivers upon receipt of payment. Seller reserves the right to suspend or terminate performance in the event of Buyer's non-payment.

**12. Returns.** Returns must have prior written approval by Seller and are subject to restocking charge where applicable.

**13. Applicable Law.** Any agreement resulting from Seller's proposal will be governed and construed according to California.

Specialty A/C Products U.S. Inc.  
1-26.130-4(0608)  
Supersedes 1-26.130-4(0208)

**REQUIRED DATA**

**RECYCLED CONTENT (If Applicable)**

All bidders are required to disclose the minimum, if not exact, percentage of recycled product, both secondary and post-consumer, contained in each offered product.

NOTE: See "Recycled Content, Recyclability" in the General Provisions for definitions.

<u>Bid Item No.</u>	<u>Minimum or Exact Post-Consumer Waste Content</u>	<u>Minimum or Exact Secondary Waste Content</u>

Attach additional sheets as necessary and place a check mark at the space provided at left.

Failure to provide accurate information may result in your bid being considered non-responsive. Deliberately providing false information may result in you and your firm being barred from doing business with the Sonoma County Fire District for a period of up to three (3) years.

\_\_\_\_\_  
Signature of Person Authorized to Sign



**REQUIRED DATA**

**DESIGNATED CONTACT**

Bidder is required to indicate in the space provided below, the designated contact individuals name and address as requested under Notification in the General Provisions Section of the Request for Quotes.

**Sonoma County Fire District**

Terri Bolduc, Finance Manager  
Sonoma County Fire District  
8200 Old Redwood Hwy  
Windsor, CA 95492  
707-892-2006 Voice  
707-838-1173 Fax  
[tbolduc@sonomacountyfd.org](mailto:tbolduc@sonomacountyfd.org)

**Contractor**

Craighton Poon  
Indoor Environmental Services  
1604 Airport Blvd  
Santa Rosa, CA 95403  
650 360 1612  
cpoon@IES-HVAC.COM

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**REQUIRED DATA**

**SIGNATURE PAGE**

In compliance with the bid documents, the undersigned offers and agrees, if this Quotation is accepted, within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the Schedule. **Note:** Prompt Payment Discounts - discounts for prompt payment will be taken into consideration in determining lowest bid:

\_\_\_\_\_percent, 20 calendar days; \_\_\_\_\_percent, 30 calendar days.

**Name and Address of Bidder:**

Indoor Environmental Services

1604 Airport Blvd

Santa Rosa, CA 95403

Phone No.: 650-380-1612

**Signature of Person Authorized to Sign:**

  
\_\_\_\_\_

Type Name: Craighton Poon

Type Title: Project Sales Engineer

Date of Bid: 2/4/2022



Sonoma County Fire District Board of Directors  
Staff Report

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**Date:** February 15, 2022

**Topic:** Revised Organizational Chart

**Recommendation:**

Approve an updated organizational chart.

**Financial Impact:**

None.

**Background:**

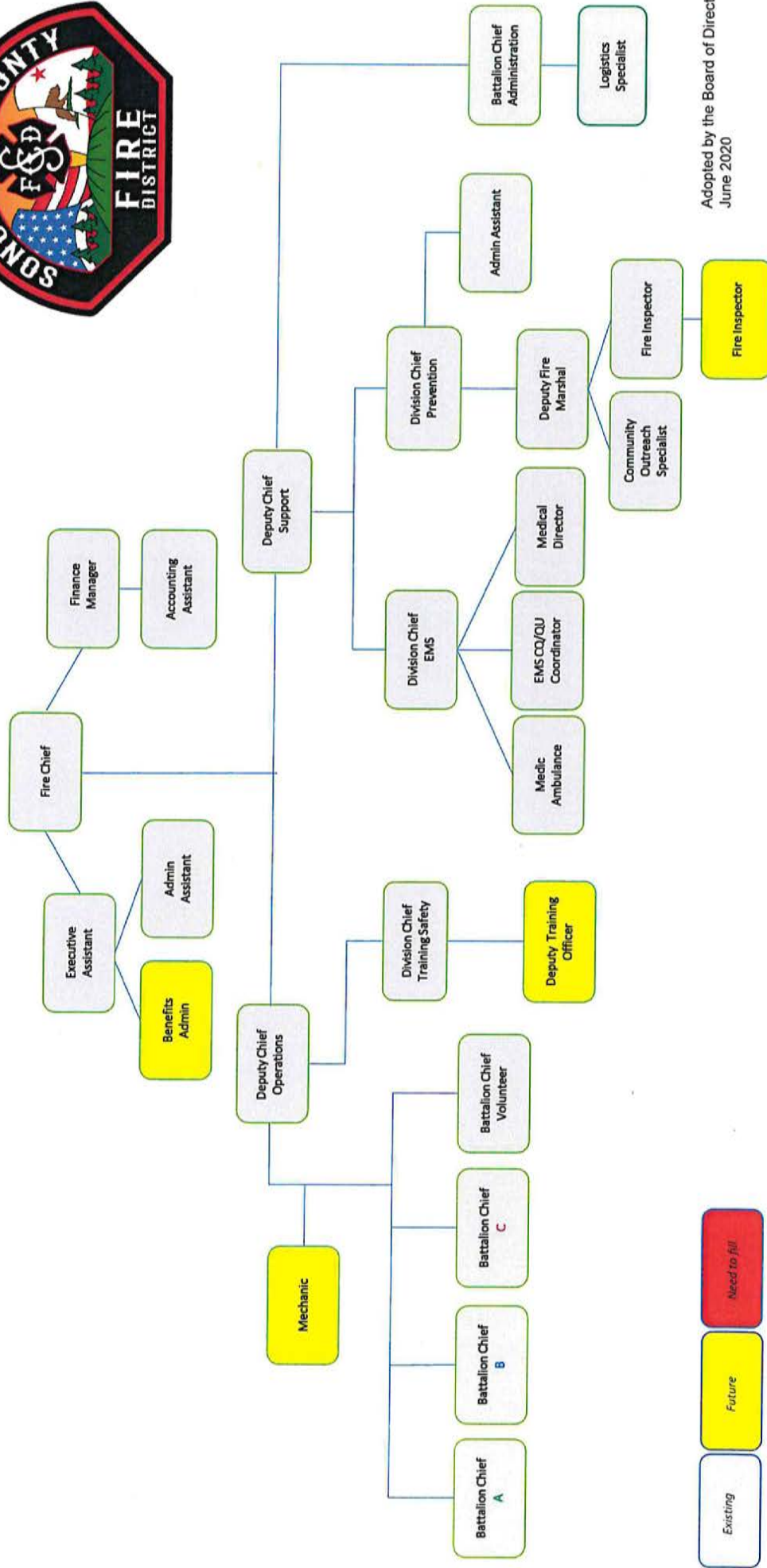
The proposed revised organizational chart has been updated to show current filled positions, anticipated positions, and realignment of EMS functions.

**Attachments:**

1. Organizational Chart revision dated 2/15/22.



# Sonoma County Fire District Organizational Chart



Adopted by the Board of Directors,  
June 2020

Existing

Future

Need to fill