



Sacramento Metropolitan Fire District

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

Website: www.metrofire.ca.gov

PURCHASING: 3012 Gold Canal Dr. • Rancho Cordova, CA, 95670 • Phone (916)859-4360 • Fax (916) 859-3729

REQUEST FOR PROPOSAL (RFP: 14-12)

The Sacramento Metropolitan Fire District is requesting written Proposals for: **Fire Station 109 – Apparatus Shop Remediation and Remodel**

SUBMIT SEALED WRITTEN PROPOSAL TO: Sacramento Metropolitan Fire District
Attn: Melissa Penilla, Board Clerk
10545 Armstrong Ave., Ste. 200
Mather, CA 95655-4102

Indicate firm name and RFP number on the front of each sealed Proposal envelope or package

RFP14-12: FS109 – Apparatus Shop Remediation and Remodel

District shall not be responsible for the premature opening of a Proposal which is not properly addressed or identified. All Proposals received will be stamped by date and time received. This date of receipt will prevail over postmark date.

Technical questions shall be done in writing via email to:

Facilities Supervisor Steven Borglund borglund.steven@metrofire.ca.gov and
Facilities Technician John Raeside raeside.john@metrofire.ca.gov and
Purchasing Manager Mark Jones jones.mark@metrofire.ca.gov

Questions regarding the Request for Proposal process shall be done in writing via email to:

Purchasing Manager Mark Jones and **Purchasing Specialist Matthew Davies**
Jones.mark@metrofire.ca.gov and davies.matthew@metrofire.ca.gov

Proposers are responsible for acquiring and submitting the latest version of the Request for Proposal. Failure to submit latest version may be deemed non responsive and the proposal rejected. Therefore, Proposers shall notify Purchasing Manager and Purchasing Specialist of their intent to submit a proposal.

RFP SCHEDULE:	Date	Time	
Issued Date	December 01, 2014		
Job Walk	December 10, 2014	11:00 am	Project Location (Page 3)
Questions Deadline	December 15, 2014	4:00 pm	By email only.
Submission Deadline	December 19, 2014	4:00 pm	District Headquarters
Proposals Opening	December 22, 2014	10:30 am	District Headquarters
Anticipated Recommendation for Board Approval	To Be Determined	6:00 pm	
Anticipated Board Approval	To Be Determined	6:00 pm	
Anticipated Award Notification	To Be Determined		
Published Dates: The Sacramento Bee	Wednesday December 03, 2014 and Sunday December 07, 2014		

NO EXCEPTIONS

Late submittals will not be considered. Written Proposals must be received by the time and at the location specified above. Postmarks will not be accepted. Proposals addressed to anyone other than the person specified above under "Submit Sealed Written Proposal To" section will not be accepted.

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Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

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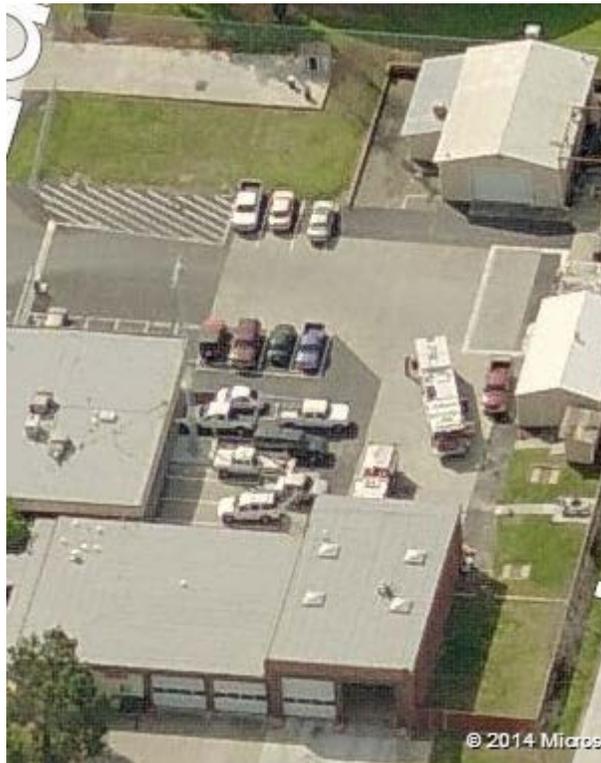
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INTRODUCTION

The Sacramento Metropolitan Fire District (Metro Fire or District) is seeking Proposals from appropriately licensed General Contractors to remediate and remodel the Apparatus Shop building in the rear of Fire Station 109. Fire Station 109 is located at 5634 Robertson Avenue, Carmichael, CA 95608.



BACKGROUND

The subject building was the Apparatus Shop facility for the original Carmichael Fire Protection District, a predecessor agency to Sacramento Metropolitan Fire District. The building has been used to house a reserve fire engine in recent years. Pre-construction testing found hazardous materials in the building's construction which has resulted in looking at costs to remediate and remodel the building for our purposes. The District is considering adding a climate controlled storage area in the building for the Class 1 Hazmat truck paraphernalia dispatched from this location.

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OBJECTIVE

The Sacramento Metropolitan Fire District is looking to determine the cost to remediate and remodel the existing structure by altering the interior to serve the new purpose.

We are asking for proposals to:

- Propose the most cost efficient way to remediate the hazmat conditions and perform the remodel construction (see scope of work) to repurpose the existing framing to our needs.
- Should the District decide to proceed with the remodel of the building, the work would not start before March, 2015 and will be expected to be completed within sixty (60) days of the start date.

SCOPE OF WORK

- Remove any Electrical conduits, components or fixtures required for the mitigation.
- Remove the existing overhead door and save for replacement, if required.
- Perform Complete remediation of the items found in the hazmat report (attached)
- Complete removal of existing roof systems (corrugated metal attached to the rafters)
- Complete treatment and repair of any damaged or contaminated framing members
- Any and all required testing of materials or processes of remediation shall be the responsibility of the contractor along with notification of the appropriate Government Agencies.
- The Project Manager shall be kept informed of all required testing and results.
- All specified interior nonbearing walls shall be removed after or during mitigation.

REMODEL CONSTRUCTION:

- Perform any structural assessment required.
- Build new interior partition walls as shown.
- Install new windows and personnel doors in existing framing.
- Install new roof sheathing
- Install new pre-primed fascia as specified
- Install the new roof system. (Manufacturer's labor and material warranty of the roofing shall be included in the proposal documents.)
- Install required flashing, roof jacks, vents, and other penetration protection as required.
- Install new roofing according to the manufacturer's specifications and installation methods.
- Install new exterior finish as specified including all moisture barriers and flashing required to make building weatherproof.
- Install electrical as required/specified; wall outlets, lighting and equipment receptacles.
- Insulate specified interior areas.
- Install new wallboard, tape, texture and finish as specified.
- Install new 24 gauge prefinished gutters and downspouts (per existing locations)
- Paint exterior siding and trim as specified.
- Removal and disposal of all construction generated debris
- All permits, taxes, surety bonds and fees to be handled by successful vendor.

CONDITIONS/EXPECTATIONS OF WORK SITE

- The Contractor shall be responsible for weather protection commencing with reroofing work, and will be responsible for any subsequent damage and be responsible for the repair of such damage.
- The Contractor shall not block and will protect the ramp areas from debris, especially fasteners, as the **Fire Station will be in service** during the project, and nothing will be allowed to impede egress of the Fire Apparatus or personnel even for short periods of time. Exceptions require the express permission of the Station Duty Captain and / or the Project Manager.
- Staging area will be provided for the Contractor and its employees.

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- The contractor will work with District personnel on the placement of vehicles and trash containers to allow for the contractors efficiency, while maintaining the Station's needs.
- The Contractor will provide roll off dumpster or another means for capturing all construction trash.
- The Contractor shall provide sanitary restroom and wash station facilities for its employees in the staging area with regular waste removal. Employees and subcontractors will not be given access to facilities located within the Fire Station.
- The Contractor is responsible for any damage created by employees, agents, assignees, etc. and will have repairs completed prior to completion of the job or upon request of the Project Manager.
- The Contractor shall comply with all OSHA and CAL OSHA rules and regulations.
- The Contractor shall use orange barrier fencing, chain link fencing, cones and any other safety related material to secure the safety of Metro Fire and Contractor employees, visitors, inspectors, etc.
- Designated Contractor Safety Person shall be identified to the Project Manager.
- The Contractor shall conduct safety briefings daily
- Proper safety equipment shall be worn at all times.
- The Contractor to provide a worksite supervisor daily during all construction.

ADDITIONAL INFORMATION

It is required that all persons submitting a bid attend an on-site job walk to familiarize themselves with the work and conditions. The Job walk will be held on Wednesday, December 10, 2014 at 11:00 AM PST.

All work shall meet current building codes including all applicable: ADA, Title 24, and Occupational Health and Safety Administration (OSHA) requirements.

EXPERIENCE

Bidders shall complete Project Experience worksheet (Use *Project Experience* form included in this document) indicating their experience with similar projects.

SUBCONTRACTING

Proposers may subcontract portions of the work. Proposal shall clearly indicate work they plan to subcontract and to whom. The successful Proposer assumes all liability and shall be responsible for all subcontractors' materials and workmanship. The following information shall be provided for any sub-contractors used (Use *Sub-Contractor Contact Information Form* included in this document):

- Portion of work being sub-contracted out, business name, contact name, license held, address, telephone number, fax number and e-mail address. Use sub-contractor contact information form for this information.

PREVAILING WAGES

All work shall be performed at prevailing wages. Pursuant to the provision of Articles 1 and 2 of chapter 1, part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor. Or by any subcontractor doing or contracting to do any part of said work. This is a construction project in accordance with Section 1771.5 of the California Labor Code.

Certified payroll reports will be required prior to your invoice being approved for payment. See instructions under **INVOICING** below for address to submit invoice and certified payroll records.

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SURETY REQUIREMENTS **Bid Security**

Bid Security shall be made payable to Sacramento Metropolitan Fire District, in an amount of ten percent (10%) of the Proposer's maximum Proposal price and in the form of a certified check or bank cashier's check or a Bid Bond issued by a Surety. Only Bonds executed by admitted surety insurers satisfactory to the District and qualifying as defined in Code of Civil Procedure section 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost. The Bid Security of the Successful Proposer will be retained until such Proposer has successfully completed the project requested. Bid Security of other Proposers will be returned within ten (10) days of the Bid opening. **Bid Security is required to be submitted with this proposal.**

 Performance and Payment Bond

The successful proposer, simultaneously with the execution of the construction contract, will be required to furnish a Performance Bond and a Payment Bond in the amount equal to one hundred percent (100%) of the contract price. Only Bonds executed by admitted surety insurers satisfactory to the District and qualifying as defined in Code of Civil Procedure section 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

Submit your bond information to:

Matthew Davies, Purchasing
Sacramento Metro Fire District
3012 Gold Canal Drive
Rancho Cordova, CA 95670

PURCHASE ORDER & INVOICING

Successful vendor or vendors shall be expected to accept a purchase order from the District with Net 45 day payment terms.

All invoice(s) and certified payroll reports shall be mailed to the Purchasing Division for review and approval. (This address differs from the address pre-printed on the purchase order. Please use the below address):

Sacramento Metropolitan Fire District
Attn: Matthew Davies, Purchasing
3012 Gold Canal Dr.
Rancho Cordova, CA 95670

GENERAL REQUIREMENTS

The Sacramento Metropolitan Fire District (District) intends to award bids to the lowest, responsive, responsible bidders with the best value for the District. The District reserves the right to reject any or all bids offered in response to this request, and either rebid or take any other action permitted by statute. The District reserves the right to negotiate the terms and conditions of any final pricing for purchase of the items described herein.

To be considered responsive:

1. All forms shall be filled out.
2. All pages of this document must be signed indicating that you have read and understand the project requirements.
3. Information submitted must be clear and concise in order to evaluate the proposal.

RESTRICTION ON COMMUNICATION WITH STAFF

Questions about the RFP process must be submitted in writing via email and include the company name and RFP name to Mark Jones, Purchasing Manager, jones.mark@metrofire.ca.gov and Matthew Davies, Purchasing Specialist, davies.matthew@metrofire.ca.gov.

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Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

Technical questions about this RFP must be submitted in writing via email and include the company name and RFP name to Steven Borglund, Facilities Supervisor, borglund.steven@metrofire.ca.gov and John Raeside, Facilities Technician, raeside.john@metrofire.ca.gov and Mark Jones, Purchasing Manager, jones.mark@metrofire.ca.gov.

All questions must be submitted by **Monday, December 15, 2014 at 4:00 PM PST**. Any questions received after this time will not be addressed. No questions other than written will be accepted. Once this RFP is issued and until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any District employee other than the contacts provided above. The District reserves the right to reject any proposal for violation of this provision.

AMENDMENTS

The District reserves the right to issue addenda or amendments to this RFP. It is the proposer’s responsibility to obtain any and all addenda or amendments and to submit the right document (s) requested. Therefore, it is important to inform Mark Jones, Purchasing Manager, jones.mark@metrofire.ca.gov and Matthew Davies, Purchasing Specialist, davies.matthew@metrofire.ca.gov of your intention to submit a proposal. The District reserves the right to extend the date that responses are due.

NEGOTIATIONS

The District may require the potential proposer (s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

CHANGE OF ADDRESS

Proposer shall notify the District in writing of any change in mailing address within ten (10) business days of the change.

OPENING OF PROPOSALS

The Proposals will be opened publicly and read aloud. Proposal openings will be listed by proposer name, address and Proposal amount only. Evaluation of all Proposals will be done at a separate time following Proposal opening and will be available to interested proposers at a later time.

COSTS OF PREPARATION

Proposer assumes all costs of preparation of the Proposal and any presentations necessary to the Proposal process.

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Print Name: _____ Company name: _____

INSURANCE REQUIREMENTS

Upon notification of bid award, Proposer shall furnish Metro Fire with certificate(s) evidencing insurance coverage required below. Copies of required endorsements must be attached to the provided certificates. It is the responsibility of the Proposer to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified below. Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project. All documents must be received and approved by Metro Fire before work commences.

GENERAL LIABILITY shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

- General Liability: \$2,000,000
- Products Comp/Op Aggregate: \$2,000,000
- Personal & Adv. Injury: \$1,000,000
- Each Occurrence: \$1,000,000
- Fire Damage: \$ 100,000

AUTOMOBILE LIABILITY

- Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

WORKERS COMPENSATION

- Statutory

EMPLOYER'S LIABILITY

- \$1,000,000 per accident for bodily injury or disease.

PROFESSIONAL/TECHNOLOGY LIABILITY

- Professional/Technology Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

ADDITIONAL INSURED

- The District, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insured's as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to District, its officers, directors, officials, employees, or volunteers.

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Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

PROPOSER SUBMISSION INSTRUCTIONS

SUBMISSION PACKET

To successfully submit a Proposal, Proposers are required to submit a sealed Proposal packet to the location specified in the "Submit Sealed Written Proposal To" on page 1. The Proposal packet shall contain the following documentation:

1. This "Request For Proposal Document" with signature, title, date, printed name and company name at the bottom of each page indicating that the Proposal document, including attachments, were received and read.
2. Proposer must submit three (3) copies of its response, one (1) clearly marked "Original," the other two (2) clearly marked "Copy." Place in a three ring binder.
3. Unless otherwise stated, it will be our understanding that all specifications requested in RFP will be met. Unwillingness or inability to comply with any specific provisions in the RFP may result in the Proposal being rejected.
4. Deviations from specifications must be stated by the proposer when submitting a Bid. If not stated, the District assumes that the specifications are going to be met.

SUBMISSION METHOD

Sealed Proposals shall be submitted using one of the following methods:

- In Person – hand delivered to the Sacramento Metropolitan Fire District to the address provided in the "Submit Written Proposal To" section.
- By mail - using certified or registered mail with return receipt requested, or by overnight delivery services to the address provided in the "Submit Written Proposal To" section. Proposal must be received by deadline.
- Faxed or e-mail Proposals will not be accepted.

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Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

GENERAL CONDITIONS

1. SUBMISSION OF PROPOSAL (herein sometimes also referred to as “response”)

- 1.1. The conditions herein constitute a part of the RFP and the Proposer acknowledges acceptance of these conditions and waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might affect the rights of the District under this RFP by signing the Request for Proposal. Responses submitted that do not have all sheets of this RFP signed will not be accepted.
- 1.2. All technical communications regarding this RFP should be sent to the Technical Inquiry contact listed on page 1 of the Request for Proposal. The District will assume no responsibility for oral instructions or suggestions. Should the Proposer find discrepancies in, or omissions from the specifications, or should the Proposer be in doubt as to their meaning, or any other meaning in the RFP, the Proposer must notify, in writing by e mail, the Technical Questions Contact Person, who may, if necessary, send written addenda to all Proposers.
- 1.3. Each Proposer must make full disclosure of any relationship of any employee of the District who makes recommendations concerning the selection of Proposals or any employee who may allot work to, or order supplies from, the successful Proposer. In addition, each Proposer must reveal any details of company ownership or partnership arrangements of any immediate relative employed by District.

2. PROPOSAL AMENDMENT AFTER SUBMISSION AND RFP CLOSING DATE

- 2.1. Proposals submitted may be withdrawn and re-submitted with amendments prior to the closing date for the RFP. Proposal amendments submitted in any other manner shall not be accepted or considered by the District.
- 2.2. Any attempts to amend a submitted Proposal by way of a letter or facsimile or any other document or means, which would result in a Proposal being incomplete, ambiguous, inconsistent, or otherwise non-compliant, shall result in the Proposal being rejected.

3. PATENTS

- 3.1. The successful Proposer will pay all royalties and patent license fees or other fees in respect of any intellectual property right required to perform the work stipulated in the RFP. The successful Proposer shall, at its own expense, defend all suits and proceedings instituted against the District and

indemnify the District against any award of damages, demands, losses, charges or costs made against District if such suits or proceedings are based on any claim that any of the products, documentation, parts or equipment, as supplied by the successful Proposer, constitutes an infringement, or an alleged infringement, of any patent or other intellectual property right by the successful Proposer or anyone for whose acts it is liable.

- 3.2. If any of the products, documentation, parts or equipment supplied by the successful Proposer constitute an infringement of patent or other intellectual property rights and its use is enjoined, the successful Proposer will, at its own expense, procure for the District, the right to continue its prior use, replace or modify the supplied item so it becomes non-infringing and meets the District's requirements, or pay District for its loss of use of the item and for consequential damages or losses which occur as a result of the actual or alleged infringement of any patent or other intellectual property right, by the successful Proposer or anyone for whose acts it is liable.

4. GENERAL

- 4.1. The District may refuse to award a contract to a Proposer who has not complied with applicable State and Federal licensing regulations or bylaws or any other requirements.
- 4.2. Each Proposer warrants that the products and services it will supply to the District conform in all respects to the standards set forth by State and Federal licensing regulations.
- 4.3. Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.
- 4.4. Any references in the RFP to statutes or regulations are deemed to include the most recent amendments thereto or replacements thereof.

5. INDEMNIFICATION

- 5.1. The successful Proposer by its acceptance of a purchase order, agrees to indemnify and hold harmless, the District, its agents and employees from and against all loss or expense that may be incurred by the District, its officials, officers, employees and agents as a result of bodily injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof

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arising out of, or as a consequence of, the performance of the work stipulated in the RFP.

technical information of or about a Proposer. The District acknowledges and agrees that responses to this RFP are provided in confidence and protected from disclosure to the extent permitted under applicable law.

6. COMMITMENT

6.1. Proposers are advised that no commitment exists under this RFP until such time as the successful Proposer receives official written confirmation from the Office of the Fire Chief, in the form of a letter from the Board Clerk. See item 16 for information regarding a Formal Agreement (Contract).

7. LIMITATION OF LIABILITY

- 7.1. Under no circumstances will a Proposer be entitled to consequential damages for any loss of profit or damage to reputation.
- 7.2. Under no circumstances will a Proposer be permitted to limit their liability to an amount less than one million (\$1,000,000.00) dollars.
- 7.3. Under no circumstances will a Proposer be entitled to limit special damages.

8. ACCEPTANCE OR REJECTION

8.1. The District reserves the right to reject any and/or all Proposals, as well as to cancel the project which is the subject of this RFP. Without limiting the generality of the foregoing, any Proposal which:
is incomplete, obscure, irregular, unrealistic or non-compliant; has erasures, ambiguities, inconsistency or correction(s); omits a price on any one or more items in any Schedule; fails to complete the information required in any Schedule or tabulation; and fails to include a duly executed required form may, at the District's sole discretion, be rejected. Furthermore, a response may be rejected on the basis of the Proposers' past performance, financial capabilities, completion schedule or failure to comply with state or federal regulations. The purpose of the District is to obtain a Proposal most suitable to the interests of the District and what it wishes to accomplish. The District has the right to waive any irregularity or insufficiency or non-compliance in any Proposal submitted and to accept the Proposal which it deems most favorable to its interests or to reject all Proposals and cancel the RFP.

9. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FOI/PPA)

9.1. The District acknowledges that each response may contain information in the nature of trade secrets or commercial, financial, labor relations, scientific or

10. PROPOSER PERFORMANCE AND EXCUSABLE DELAYS

- 10.1. The successful Proposer may be evaluated periodically throughout the course of work and at the end of the project as the case may be. Any evaluations will be shared with the Proposer, with the goal of immediate and permanent resolution where problems and concerns occur.
- 10.2. The District and Proposers acknowledge that delays in performance may arise due to events beyond their reasonable control. Such delays will be excusable and the relevant obligation suspended, but only for such reasonable period of time as the cause for the delay remains beyond the reasonable control of the obligated party.

11. COST OF PREPARATION

11.1. Proposal shall be prepared at the sole cost of the Proposer and under no circumstances will the District be responsible for these costs.

12. GIFTS AND DONATIONS

12.1. The successful Proposer will ensure and certify that no representative of the successful Proposer will extend any entertainment, gift, gratuity, discount, or special service, regardless of value, to any employee of the District. The successful Proposer will report any attempt by any employee of the District to obtain such favors to the Office of the Fire Chief.

13. CLARIFICATION

13.1. The District reserves the right to seek clarification from any Proposer to assist in the evaluation of its Proposal.

14. NEGOTIATION

14.1. By submitting a Proposal, a Proposer accepts that a contract may be concluded upon notification by the District. However, the District reserves the right to negotiate with any Proposer the terms and conditions of the Proposal. If the parties, after having bargained in good faith, are unable to conclude a formal agreement, the District and the Proposer will be released, without penalty, or further obligations other than any surviving obligations regarding confidentiality and the District may, at its own discretion, contact other Proposers whose Proposals

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Print Name: _____ Company name: _____

are considered suitable for the project and attempt to conclude a formal agreement with them.

16.3. Absent a separate Formal Written Agreement, the terms and conditions of the Request for Proposal, including referenced Attachments, will prevail and act as the Contract.

15. INTELLECTUAL PROPERTY

- 15.1. The successful Proposer represents and warrants that it has the sole and unrestricted right title and interest or good and sufficient power, authority, and right, to use any intellectual property required for the performance of the contract.
- 15.2. The successful Proposer shall pay all fees associated with the use of the intellectual property, including, but not limited to, license fees and royalties, required for the performance of the contract.
- 15.3. The successful Proposer shall hold the District, its Board of Directors, the Chief, employees, officers, and agents harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the successful Proposer's performance of the contract which are attributable to an infringement or an alleged infringement by the successful Proposer, or anyone for whose acts they may be liable, of any intellectual property right. If the District is enjoined or there is a reasonable likelihood that it may be enjoined as a result of an injunction or claim from using any intellectual property that is incorporated into, or associated with, any product or equipment installed by the Successful Proposer, the Successful Proposer, at its sole expense, shall: procure the right for the District to continue using the infringing intellectual property; or replace or modify the intellectual property to make it non-infringing, so long as such replacement or modification does not adversely affect the performance or use of the product or equipment or the Work generally, all subject to the prior written approval by the District.

16. EXECUTION OF FORMAL AGREEMENT

- 16.1. If the Proposer's Proposal is accepted, the Proposer may be required to enter into a separate Formal Written Agreement.
- 16.2. The Formal Written Agreement will be prepared by the District and provided to the Proposer for review. The Proposer will endeavor, in good faith and in a timely manner, execute the Formal Written Agreement (Contract) and return the executed document to the District.

17. NO COLLUSION

17.1. Except as otherwise specified or by reason of a provision of the contractual documents, no person either natural, or corporation, other than the Proposer, has or will have any interest or share in its Proposal or in any award or contract arising out of this RFP. There is no collusion or arrangement between the Proposer and any other actual or prospective Proposers, in connection with Proposals submitted in response to this RFP, and the Proposer has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of its Proposal.

18. RIGHT TO TERMINATE THE CONTRACT

- 18.1. Any of the following occurrences or acts will constitute a material breach by the successful Proposer under the terms and conditions of the contract:
 - a) Non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for fifteen (15) days after the District has given the successful Proposer notice in writing.
 - b) If the failure cannot be remedied within fifteen (15) days, then the District, at its discretion, may extend, in writing, the time period, or terminate the contract; an assignment for the benefit of creditors or becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of bankrupt or insolvent parties; or the appointment of a Receiver for the successful Proposer.
 - c) In the event either Subparagraphs (b) or (c) occur, as set forth in this Proposal, the District will have the right to terminate the contract immediately, which shall be done in writing and sent to the Proposer via certified, U.S. Mail.

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Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

18.2. Notwithstanding anything contained herein, the District may, at any time during the term of the contract, upon giving 30-days written notice to the successful Proposer, terminate the contract, if the District is of the opinion that the services supplied by the successful Proposer are of a unsatisfactory standard to the District or that the successful Proposer no longer has the financial capability to perform its obligations under the contract.

18.3. Further, the District, in its sole discretion, may terminate the agreement for reasons including, but not limited to, unethical or criminal activities upon giving 7-days written notice to the successful Proposer.

19. NO WITHDRAWAL OF PROPOSAL

19.1. A Proposal is a specialty instrument by the Proposer and is irrevocable. Therefore, it may not be withdrawn after its opening until it has been considered and either rejected or accepted by the District, or the RFP has been cancelled.

20. ACCEPTANCE OF PROPOSAL

20.1. The acceptance of a Proposal by the District will be made by written notice, from the Office of the Fire Chief, addressed to the successful Proposer, at the address given in the Proposal.

21. EVALUATION CRITERIA

21.1. The District retains the option to clarify Proposal information and/or request on site evaluation of the product from any proposers once the bidding process is closed.

21.2. The following criteria will be utilized by the Evaluation Team to determine the successful proposer:

- Compliance with mandatory elements of RFP
- No conflict of interest
- Proposer adheres to the instructions of the RFP
- Service/product
- compliance with scope of work/specifications
- Cost

22. If successful, the Proposer may be required to provide: A CREDIT CHECK

22.1. The successful Proposer agrees to allow and authorize the District to conduct a credit check. A "Credit Application" form shall be completed and returned to the District within 24 hours after

receipt by the successful Proposer, if so requested by the District.

23. PERFORMANCE GUARANTEE

23.1. A contract performance guarantee will be required in a form, type and amount, to be mutually agreed upon during contract negotiations between the District and the successful Proposer. All costs associated with obtaining said performance guarantee will be the sole responsibility of the successful Proposer.

24. INSURANCE REQUIREMENTS

24.1. The successful Proposer shall, during the term of this Agreement and at its own expense, maintain with Insurers, satisfactory to the District's General Counsel, the following insurance policies:

24.1.1. A Commercial General Liability insurance policy for bodily injury (including death) and property damage in an amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) inclusive limit for any one occurrence and such policy shall include:

- District as an Additional Insured;
- A Cross Liability clause;
- Contractual Liability Coverage; and
- Non-Owned Automobile Liability Clause.

24.1.2. A Professional Liability insurance policy for damages arising out of errors, omissions, or negligent acts by or on behalf of the Proposer in providing professional services under this Agreement, such insurance policy to be in an amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one claim, and in the annual aggregate, or such other amount as agreed to by the District and the Proposer and confirmed in writing, and such insurance shall remain in full force and effect for at least twenty four (24) months after completion of the contract, if applicable.

24.2. That said insurance policies shall include a provision for the District to be given thirty (30) days prior written notice of cancellation, and thirty (30) days prior written notice of any material change(s) requested by Proposer of said insurance policies.

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

- 24.3. The Proposer shall furnish documentary evidence, satisfactory to the District’s General Counsel, of evidence of such policies and of the renewal or continuance of such insurances within ten (10) business days of any expiration date(s) thereof.
- 24.4. The Proposer, and not the District, shall be responsible for any deductible that may apply in any of the said insurance policies.
- 24.5. The Proposer covenants and agrees that the District's insurance requirements mentioned above shall not be construed to and shall in no manner limit or restrict the liability of the Proposer.

generated for each completed delivery accepted by District.

- 28.3. Failure to comply with these requirements or to provide an invoice in conformance with this Proposal document may delay payment.
- 28.4. District does not anticipate issuing a separate contract to bind both parties to the terms and conditions of this Proposal. The successful Proposer’s acceptance of the purchase order will be acknowledgment of the Proposer’s intent to be bound by the terms and conditions as stated in this document.
- 28.5. District will not be bound by prices contained in an invoice that are higher than the original Proposal. If a price increase has not been accepted in writing by District, the invoice may be rejected and returned all items to the Proposer at no cost to District.
- 28.6. No advance payment shall be made for the goods or services furnished by the Proposer pursuant to this Contract.
- 28.7. Standard government payment terms are net 45 days from date of receipt of goods or invoice, whichever is latter.

25. PROVEN SATISFACTORY PERFORMANCE

- 25.1. The District reserves the right to reject any Proposal based on products that have not demonstrated proven satisfactory performance through field trials or actual use by the District, or a comparable fire agency. Whether a product meets this requirement shall be at the sole decision of the District. The lowest monetary Proposal of any of the submitted Proposals will not necessarily be accepted

26. WARRANTY

- 26.1. The Proposer shall supply information regarding the warranty that the Proposer is prepared to offer to the District, including the warranty period for each item and all warranty terms and conditions.
- 26.2. The warranty and service period shall commence after systems have passed the acceptance testing by the District, if applicable.

29. NON-EXCLUSIVITY

- 29.1. The District may elect to purchase any items listed in this agreement from another proposer if this is beneficial and is in the best interest of District in order to fulfil its mission of providing fire and emergency services to the public.

27. MAINTENANCE AND SUPPORT

- 27.1. If applicable, the Proposer should supply information regarding maintenance and support available to support the proposed system after the warranty period has elapsed.
- 27.2. The Proposer should supply a copy of their standard maintenance agreement, if applicable.

30. REJECTION OF GOODS OR SERVICES AND REPROCUREMENT COST

- 30.1. After award, District representatives shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of this Proposal. All rejected goods or services shall be replaced.
- 30.2. Items found defective or not meeting Proposal specifications shall be picked up and replaced by the successful Proposer at the next service date at no expense to the District. If any item(s) refused are not picked up within one week after notification, the item will become a donation to the District unless otherwise agreed upon by the District.
- 30.3. When a Proposer fails to furnish goods or services in accordance with terms of this Contract, and District must purchase at a price greater than the contract price, the difference may be charged to the Contractor.

28. INVOICES AND PAYMENTS

- 28.1. The Proposer shall submit properly certified invoices to District. The invoice(s) shall contain the following information: The purchase order number, item numbers, description of supplies or services, quantities, unit prices, and discounts, if applicable.
- 28.2. When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

COMPANY/CONTACT INFORMATION FORM

COMPANY INFORMATION

Type of Applicant New Existing Vendor

Choose One Joint Venture Partnership Proprietorship Corporation

Other explain _____

If Corporation Date Incorporated _____
States Incorporated _____
States Registered as Foreign Corporation _____

Choose One Non-Profit Corporation For Profit Corporation

Contractor License # _____ Federal Tax Identification # _____

Legal Contractual Name of Firm: _____

Mailing Address: _____ City: _____ St: _____ Zip-Code: _____

CONTACT INFORMATION

Address: _____ City: _____ St: _____ Zip-Code: _____

Mailing Address: _____ City: _____ St: _____ Zip-Code: _____

Contact Name: _____

Title: _____

Email: _____

Phone: _____ Fax: _____

Proposal Quote \$: _____
Feel free to attach additional pages as necessary.

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

PROJECT EXPERIENCE

Describe your experience performing similar projects for up to three (3) agencies or firms by listing project information below.

PROJECT INFORMATION – #1	
Firm Name	_____
Address	_____ City: _____ St: _____ Zip _____
Contact Name	_____ Title _____
Phone	_____ E-mail _____
Type of Service Performed	_____ Contract Amount \$ _____
From:	_____ To: _____
Brief Summary of work provided: _____	

PROJECT INFORMATION – #2	
Firm Name	_____
Address	_____ City: _____ St: _____ Zip _____
Contact Name	_____ Title _____
Phone	_____ E-mail _____
Type of Service Performed	_____ Contract Amount \$ _____
From:	_____ To: _____
Brief Summary of work provided: _____	

PROJECT INFORMATION – #3	
Firm Name	_____
Address	_____ City: _____ St: _____ Zip _____
Contact Name	_____ Title _____
Phone	_____ E-mail _____
Type of Service Performed	_____ Contract Amount \$ _____
From:	_____ To: _____
Brief Summary of work provided: _____	

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: ____/____/____
 Print Name: _____ Company name: _____

SUB-CONTRACTOR CONTACT INFORMATION FORM

Choose One	<input type="checkbox"/> Sole Owner	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
Business License# _____	Contractor's License # _____		
Firm Name: _____			
Address: _____	City: _____	Zip-Code _____	
Contact Name: _____			
Title: _____			
Email: _____			
Phone: _____	Fax: _____		
Work being subcontracted: _____			
Certificate(s) of Worker's Compensation Insurance attached (Not required until Bid Award) <input type="checkbox"/> Yes <input type="checkbox"/> No			

Choose One	<input type="checkbox"/> Sole Owner	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
Business License# _____	Contractor's License # _____		
Firm Name: _____			
Address: _____	City: _____	Zip-Code _____	
Contact Name: _____			
Title: _____			
Email: _____			
Phone: _____	Fax: _____		
Work being subcontracted: _____			
Certificate(s) of Worker's Compensation Insurance attached (Not required until Bid Award) <input type="checkbox"/> Yes <input type="checkbox"/> No			

Choose One	<input type="checkbox"/> Sole Owner	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
Business License# _____	Contractor's License # _____		
Firm Name: _____			
Address: _____	City: _____	Zip-Code _____	
Contact Name: _____			
Title: _____			
Email: _____			
Phone: _____	Fax: _____		
Work being subcontracted: _____			
Certificate(s) of Worker's Compensation Insurance attached (Not required until Bid Award) <input type="checkbox"/> Yes <input type="checkbox"/> No			

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: ____/____/____
 Print Name: _____ Company name: _____

PROPOSAL PACKET CHECKLIST

- Signed, filled out and responded to all pages of this RFP
- 1 original complete packet (marked **ORIGINAL**)
- 2 copies of the complete packet
- Company/Contact Information Form (filled out)
- Project Experience Form
- Sub-Contractor Contact Information Form
- Proposal Packet Checklist
- Bid Security included with Proposal

FILLED OUT BY PROPOSER

Signature: _____ Title: _____ Date: ____/____/____
Print Name: _____ Company name: _____

EXHIBIT A - Remodel Drawing

HOSE DRYER TO BE REMOVED

UNDESIGNATED BENCHES AND INTERIOR STRUCTURES TO REMAIN UNLESS MITIGATION REQUIRES REMOVAL

BUILT IN CABINET TO CEILING →

LAUNDRY SINK

WASHER DRYER

THE BLACK OUTLINED GREEN FILLED WALLS WILL BE BUILT NEW

THE AREA INSIDE THE GREEN WALLS WILL BECOME CLIMATE CONTROLLED HAZMAT STORAGE USING FUGITSU MINI SPLIT HEAT PUMP UNITS INSTALLED BY METROFIRE PERSONNEL. FULL INSULATION OF WALLS AND HARD LID EIGHT FEET HIGH WITH A PLYWOOD FLOORED MEZANINE ON TOP FOR STORAGE IN THE MAIN APPARATUS ROOM.

ALL INTERIOR WALLS AND HARDLID CEILING TO BE INSULATED AND FINISHED WITH WALLBOARD AND PAINTED.

WINDOW REPLACEMENTS WILL BE SLIDING, DUAL PANE TO FIT EXISTING OPENINGS

THIS DRAWING IS NOT TO SCALE AND IS FOR REFERENCE ONLY.
THE MAIN SHOP SECTION IS APPROXIMATELY 32' WIDE BY 48' DEEP
THE ATTACHED SHED ROOF STRUCTURE IS APPROXIMATELY 10' WIDE BY 32' DEEP

THE FULL HEIGHT STORAGE AREA WILL REMAIN UNLESS MITIGATION REQUIRES ITS REMOVAL.

ELECTRICAL PANEL TO REMAIN IN PLACE IT HAS AN UNDER GROUND FEED. THE BUILDING WILL BE REWIRED AFTER MITIGATION.

OVERHEAD DOOR TO REMAIN IN PLACE UNLESS MITIGATION REQUIRES REMOVAL AND REPLACEMENT.

*Asbestos, Lead, & Mold Building
Inspection Report For:*

Sacramento Metropolitan Fire Department
Station 109

*5634 Robertson Ave.
Carmichael, CA 95608*

Presented To:

George Gravin

*Sacramento Metropolitan Fire Department
4425 Dudley Blvd.
McClellan, CA 95652*

By:

*Michael Lee
Certified Asbestos Consultant
Certified Lead Inspector/Assessor*

*National Analytical Laboratories, Inc.
2201 Francisco Dr., Ste.140-261
El Dorado Hills, CA 95762
(916) 361-0555 Fax: (916) 361-0540
E-Mail: NAL1@NAL1.com Web Page: www.NAL1.com*

September 24, 2014

George Gravin
Sacramento Metropolitan Fire Department
4425 Dudley Blvd.
McClellan, CA 95652

RE: Asbestos, Lead, & Mold Visual Inspection – Station 109, Utility Building

Dear Mr. Gravin,

The following report is in regards to the building inspection & mold visual completed at, Station 109, located at 5634 Robertson Ave., in Carmichael, CA. Of the seven (7) suspected asbestos containing samples collected, seven (7) were found to contain asbestos containing construction materials (ACCM). Of the nine (9) suspected lead containing samples collected, six (6) were found to contain Lead Containing Material (LCM) & Lead Based Paint (LBP). The mold visual inspection revealed two (2) areas of active mold growth. Michael Lee, Certified Asbestos Consultant, Certified Lead Inspector/Assessor, and Registered Environmental Property Assessor (REPA), conducted the inspection.

The inspection was completed on September 24, 2014. The inspection was completed according to the EPA's Asbestos Containing Building Materials (ACBM) In-Schools Rule; 40 CFR 763.85 (Inspection and Re-Inspection). Currently, EPA regulations classify ACBM as materials containing more than 1-percent (1%) of asbestos. Cal-OSHA currently regulates asbestos to 1/10th of 1% (0.1%) and requires that a certified asbestos worker conduct this work.

MicroTest Laboratories, Inc. located in Fair Oaks, California analyzed the bulk suspect asbestos containing samples utilizing Polarized Light Microscopy (PLM) Method. National Voluntary Laboratory Accreditation Program (NVLAP) Certification #200999-0 certifies MicroTest.

Based on the sample result's the Sheetrock-Joint Compound and the Texture samples were found to contain ACCM. All square footage should be verified by contractor. No destructive sampling was conducted during the site visit, in the event that future renovation and/or demolition work reveals any unforeseen suspect materials; the contractor shall contact the project manager for further testing.

The suspect lead samples were collected according to the Housing Urban Development (HUD) Guidelines, the Environmental Protection Agency (EPA) and California Public Health Department (formally DHS), who regulate and require the abatement or in-place management of LCM/LBP hazards equal to or greater than 1.0 milligram per square centimeter (1.0 mg/cm²) of lead or more than 0.5% lead by weight. The following regulation shall be adhered to because OSHA considers all surfaces to contain lead: OSHA's 29 CFR 1926.62, California Occupational Safety and Health Standard, Title 8 (Cal/OSHA 8 CCR 1532.1).

breath easy....

Michael J. Lee utilizing the Thermo Scientific Portable X-ray Fluorescent (XRF) analyzer analyzed the paint samples. When a sample is measured using XRF, each element present in the sample emits its own unique fluorescent x-ray energy spectrum. By simultaneously measuring the fluorescent x-rays emitted by the different elements in the sample we can rapidly determine the presence of lead in the sample.

The samples from the Light Blue Paint, Tan Paint, and White Paint surfaces were found to contain LCM/LBP levels above the OSHA Limit of Detection. *Therefore, the employer must ensure that the worker is properly trained in accordance with Title 8 (Cal/OSHA 8 CCR 1532 (1) (2) and shall produce evidence that the worker is not being exposed above the Action Level (AL) and/or the Permissible Exposure Limit (PEL). In the event that no current data is readily available for the worker(s), then the employer shall conclude that the worker is being exposed above the PEL. This SHALL trigger the employer to provide advanced training and certifications for the employees working with LCM.*

SECTION I: ASBESTOS INSPECTION-

Federal and state regulations require that anyone disturbing asbestos containing materials are properly trained certified and have the required respiratory protection and medical surveillance.

Although not all the rooms or materials throughout the site were sampled, the like materials that were not tested will be treated as homogeneous to the materials that were tested and will be considered as containing ACCM.

The location and results of suspect samples found to contain ACCM are as follows:

Sample ID#	Material	Location	Category	Results
5634-1	Texture	Southwest Utility Building, North Wall, West Side (-2500 sf)	ACCM	*Trace,<1% Chrysotile 0.75% PT CT
5634-2	Texture	Southwest Utility Building, West Wall, Center	ACCM	*Trace,<1% Chrysotile 0.75% PT CT
5634-3	Texture	Southwest Utility Building, East Area, Center Ceiling	ACCM	*Trace,<1% Chrysotile 0.75% PT CT
5634-4	Texture	Southwest Utility Building, Northeast Office, West Wall	ACCM	*Trace,<1% Chrysotile 0.75% PT CT
5634-5	Texture	Southwest Utility Building, Laundry Room, East Wall	ACCM	*Trace,<1% Chrysotile 0.75% PT CT
5634-6	Sheetrock-Joint Compound	Southwest Utility Building, Laundry Room, West Wall (-150 sf)	ACCM	*Trace,<1% Chrysotile <0.25% PT CT
5634-7	Sheetrock-Joint Compound	Southwest Utility Building, West Wall, Center	ACCM	*Trace,<1% Chrysotile 0.25% PT CT

Based on the regulatory requirements by the National Emission Standards for Hazardous Air Pollutants (NESHAP), Regulation 40 CFR, Part 61, Subpart M the following must occur “If the asbestos content is less than 10 percent, verification shall be made using the point counting method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1.7.2.4, Polarized Light Microscopy, Qualification of Asbestos Content.”

Samples found to contain a Trace, <1% amount of Chrysotile asbestos were re-analyzed utilizing the EPA 600/M4-82-020, Point Count Method to determine if the amount of ACCM is less than or greater than 1%. The results for the Material sample were found to contain 0.25%, <0.25%, and 0.75% asbestos. Based on the results the surface materials will be treated to contain a Trace <1% Chrysotile asbestos containing construction material (ACCM).

Although neither EPA nor Local County Air Quality regulates materials at <1% level, it does fall under the jurisdiction of OSHA in regards to worker protection. *OSHA regulates the material at 1/10th of 1% [8 CCR-1529 (r) (1) Asbestos Containing Construction Material (ACCM)]. Based on this, the work must be completed by a certified asbestos contractor. The **CONTRACTOR** shall be required to call the landfill to verify that they will accept the waste as general construction debris. If the landfill does not accept the material as general construction debris, the material shall be **REQUIRED** to be disposed of as non-friable/non-hazardous material.*

NAL recommends that a certified asbestos abatement contractor be retained to remove the friable, non-friable, and trace materials prior to any scheduled renovation/demolition work being completed at the site. Prior to the work process starting a work plan or specifications in regards to the abatement process should be completed and distributed to the abatement contractors during the job walk at the site.

On-Site Observation should be conducted by N.A.L’s Certified Asbestos Consultant or Certified Site Surveillance Technician to verify that the work plan/specification is being followed. This will verify that during the abatement work the outside air was clean. Once a certified asbestos contractor has removed the ACCM, following EPA and OSHA requirements; a visual inspection and air clearance sampling should be completed. Clearances will confirm that the general contractor can reoccupy the work area(s), without concern for exposure to asbestos airborne fibers to their employees thus allowing the renovation or demolition work to be completed by the general contractor.

SECTION II: LEAD INSPECTION-

Once the determination is made on where the LCM/LBP is located, the In-place Management or the Abatement of the LCM/LBP can commence. If the In-Place Management method is to be used, prior to the repainting of the effected surface areas, the loose flaky paint must be removed until the remaining paint adheres smoothly to the substrate. Once this task is completed, the surface area can be repainted without the possibility of paint being dislodged and falling to the floor or ground areas. If the Abatement method of all surfaces is to be completed, then the debris and any loose flaky paint must be bagged or burrito wrapped prior to the removal of the debris from the work area(s) and subsequently the site.

Because the paint samples listed below were found to contain LCM/LBP, all areas where the LCM/LBP will be disturbed will require abatement, encapsulation, and/or prep work by a certified lead worker.

Although not all the rooms or materials were sampled, the like materials that were tested and their results will be treated as homogeneous and the materials will be treated as containing LCM/LBP throughout the site.

The locations and results of the suspect samples found to be LCM/LBP are as follows:

Sample ID#	Material	Location	Condition	Average Concentration By mg/cm ²
5634-132-144, 152-177	Tan Paint	South Utility Building, Exterior Wall System (N, S, E & W Walls)	Poor	2- LBP
5634-139-145	White Paint	South Utility Building, North Trim	Peeling	0.3- LCM
5634-178-192	White Paint	South Utility Building, Northeast Room, Walls & Ceiling	Peeling	0.7- LCM
5634-199-211	White Paint	South Utility Building, Laundry Room, Walls & Ceiling	Peeling	0.7- LCM
5634-212-215	White Paint	South Utility Building, Laundry Room, Window Sill	Poor	0.18- LCM
5634-230-253,271-278	Light Blue Paint	South Utility Building, Center Open Area, Upper Walls & South Cabinetry	Poor	0.14- LCM

Prior to the demolition work being completed and/or the transporting of the debris from the site, Health and Safety Code 25157.8 (AB 2784 National Resources) requires that all lead debris be sampled for Waste Characterization. This will assist the Contractor in making a determination of whether or not the material is to be considered Hazardous or Non-Hazardous Lead waste or general construction debris. The sequence of testing to be completed by the Contractor is as follows:

- i Total Threshold Limit concentration (TTLC) with a result of 50 mg/kg or more but less than 1,000 mg/kg of lead must be retested using the Soluble Threshold Limit concentration (STLC) method;
- i A STLC result of 5.0 mg/L or greater is considered California Hazardous Waste;
- i Total Characteristic Leaching Procedure (TCLP) testing shall only be accomplished when approved by the Owners Representative; This procedure shall be generally reserved for out-of-state shipments; and A TCLP result of 5.0 mg/L or more deems the waste Federal RCRA materials; and
- i The California hazardous waste threshold for total lead using STLC is 5 mg/L and
- i Lead paint that is intact on a surface does not permit the material to be classed as non-hazardous. Waste profiling shall be accomplished if the paint contains more than 350 ppm by Flame AAS. Exception: Metals that are coated with paint are to be recycled.

The following painted surfaces were found to be less than (<) the OSHA's Limit of Detection:

Sample ID#	Material	Location	Condition	Average Concentration By mg/cm ²
5634-193-198	White Paint	South Utility Building, Northeast Room, Window Sill	Poor	<LOD

Sample ID#	Material	Location	Condition	Average Concentration By mg/cm ²
5634-216-229, 279-286	Tan Paint	South Utility Building, Center Open Area, Walls & Ceiling	Poor	<LOD
5634-254-270	White Paint	South Utility Building, Center Open Area, South Wood Wall-Door Trim	Intact	<LOD

RECOMMENDATION:

In order to stabilize the current lead conditions, NAL recommends Lead Certified CDPH Workers, conduct in-place management work of the LCM surfaces scheduled for renovation/demolition. Once the abatement, in-place management, and/or prep work is completed and the areas are stabilized, the existing surfaces will be in good condition and not create a health or safety concern to the workers conducting the general construction work at the site. A Scope of Work and/or specifications should be utilized to conduct the lead work at the site.

SECTION III: MOLD BUILDING INSPECTION-

NAL follows both New York City Department of Health and the IICRC standards for visual inspection of water damage and corresponding mold growth. Industry standards for visual mold assessment have determined that bulk sampling, at the discretion of the inspector, is not a necessary component of a successful investigation. In general, a visual inspection is sufficient in determining the extent and direct cause of the identified water damage scenario.

During the site investigation, Mr. Lee observed two areas of active mold growth:

- 1 Utility Open Area Ceiling, Center
- 2 East Utility Open Area, Overhang Ceiling.

The construction of both areas is drywall over structural wood framing. Both areas show sheetrock damage/degradation as well as visual mold growth. Given the visual mold patterns observed, bulk sampling was bypassed for both areas.

It was brought to our attention that the utility building had suffered roof leakage in the past, which would explain the drywall damage in both areas. The roofing system is expected to be addressed during the next phase of construction renovation.

RECOMMENDATIONS:

It is our recommendation that, if the damaged drywall is addressed individually (not addressing the asbestos or lead), that the utility open are be placed under containment and remediated, utilizing a trained and experienced mold remediation contractor.

If the water damaged drywall is to be addressed during the abatement of the wall texture and/or lead paint, the containment established for either of these materials will suffice for the remediation of the mold. Negative air pressure is to be utilized during the removal of all mold contaminated drywall. Structural lumber is to be treated, lightly sanded and cleaned. A mold air clearance is recommended after all mold remediation efforts have been completed.

If you have any questions regarding this report or if we can be of further assistance, please contact our office.

Reviewed and submitted by:



Michael Lee
Certified Asbestos Consultant
06-4047
Certified Lead Inspector/Assessor
CDPH #10531



EXHIBIT B - ALMbi Report
MicroTest™ Laboratories, Inc.
 NVLAP Lab Code 200999-0
 5150 Sunrise Blvd, Suite B-1 Fair Oaks, CA 95628
 Phone (916) 567-9808 or (800) 713-3334
 microtestlabsinc@yahoo.com

Client : NAL 2201 Francisco Drive, Suite 140-2611 El Dorado Hills, CA 95762	Contact Name: Anthony De Arcos Contact Name: Paula Lee Sampler: Michael Lee	Accession : 24589-24595 Analyst: M. Nguyen Samples Received: 7 Samples Analyzed: 7, 7PC
Project: Station 109 5634 Robertson D Carmichael, CA	Sampling Date: 09/24/14 Receipt Date: 09/25/14 Report Date: 09/25/14	

Polarized Light Microscopy Test Report, EPA/600/R-93/116

Sample ID	Description	Fibrous/Non-Fibrous Material	Asbestiform Minerals
Southwest Garage 5634-1 Lab ID: 24589 (a)	Tan Texture	Binder 99+%	Trace Chrysotile Asbestos (<1%)
Lab ID: 24589 (b)	400 Point Count		0.75% Chrysotile Asbestos
Southwest Garage 5634-2 Lab ID: 24590 (a)	Tan Texture	Binder 99+%	Trace Chrysotile Asbestos (<1%)
Lab ID: 24590 (b)	400 Point Count		0.75% Chrysotile Asbestos
Southwest Garage 5634-3 Lab ID: 24591 (a)	Tan Texture	Binder 99+%	Trace Chrysotile Asbestos (<1%)
Lab ID: 24591 (b)	400 Point Count		0.75% Chrysotile Asbestos
Southwest Garage 5634-4 Lab ID: 24592 (a)	Tan Texture	Binder 99+%	Trace Chrysotile Asbestos (<1%)
Lab ID: 24592 (b)	400 Point Count		0.75% Chrysotile Asbestos
Southwest Garage 5634-5 Lab ID: 24593 (a)	Tan Texture	Binder 99+%	Trace Chrysotile Asbestos (<1%)
Lab ID: 24593 (b)	400 Point Count		0.75% Chrysotile Asbestos

This constitutes a final report. Due to the limitations of PLM, some samples classified as containing no asbestos in materials such as floor tiles, warrant a recommendation for further analysis by TEM. These results relate only to the items tested. This report shall not be reproduced except in full, without the written approval of the laboratory. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U. S. Government. All samples may be disposed of after 30 days, according to State/Federal guidelines, unless otherwise specified. All samples were received in acceptable condition unless otherwise noted.



Laboratory Director: *Rebecca Hutton* Analyst: *A. Nagra* Analyst: *M. Nguyen*

EXHIBIT B - ALMbi Report
MicroTest™ Laboratories, Inc.
 NVLAP Lab Code 200999-0
 5150 Sunrise Blvd, Suite B-1 Fair Oaks, CA 95628
 Phone (916) 567-9808 or (800) 713-3334
 microtestlabsinc@yahoo.com

Polarized Light Microscopy Test Report, EPA/600/R-93/116, Continued

Sample ID	Description	Fibrous/Non-Fibrous Material	Asbestiform Minerals
Southwest Garage 5634-6 Lab ID: 24594 (a)	Tan Joint Compound	Binder 99+%	Trace Chrysotile Asbestos (<1%)
Lab ID: 24594 (b)	Brown Paper, White Sheetrock	Cellulose 40% Binder 60%	None Detected
Lab ID: 24594 (c)	Composite		Trace Chrysotile Asbestos (<1%)
Lab ID: 24594 (d)	400 Point Count		<0.25% Chrysotile Asbestos
Southwest Garage 5634-7 Lab ID: 24595 (a)	Tan Joint Compound	Binder 99+%	Trace Chrysotile Asbestos (<1%)
Lab ID: 24595 (b)	Gray Paint, Brown Paper, White Sheetrock	Cellulose 30% Binder 70%	None Detected
Lab ID: 24595 (c)	Composite		Trace Chrysotile Asbestos (<1%)
Lab ID: 24595 (d)	400 Point Count		0.25% Chrysotile Asbestos

This constitutes a final report. Due to the limitations of PLM, some samples classified as containing no asbestos in materials such as floor tiles, warrant a recommendation for further analysis by TEM. These results relate only to the items tested. This report shall not be reproduced except in full, without the written approval of the laboratory. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U. S. Government. All samples may be disposed of after 30 days, according to State/Federal guidelines, unless otherwise specified. All samples were received in acceptable condition unless otherwise noted.



Laboratory Director: *Rebecca Hutto* Analyst: *A. Nagra* Analyst: *M. Nguyen*



NAL LOG-IN RECORD

Login # 34462

Ph: 916.361.0555 Fx: 916.361.0540

National Analytical Laboratories, Inc.

Job Site/Job #:

Client#-Lot# 1589 / 35
 Sacramento Metropolitan Fire Department
 Phone Number
 FAX Number
 Contact
 E-Mail Address

Station 109:
 5634 Robertson D
 Carmichael, CA

Date 9/24/2014
 Sampling Date: 9/24/2014
 Sampling Time 2:00:00 PM
 Type Of Work: PLM-BI
 No. of Samples 7
 Turnaround: 6 hours

Num.	Sample ID#	Location/Description
1	5634-1	Southwest Garage, North Wall, West Side (-2500 sf) / Texture 24589
2	5634-2	Southwest Garage, West Wall, Center / Texture 90
3	5634-3	Southwest Garage, East Area, Center Ceiling / Texture 91
4	5634-4	Southwest Garage, Northeast Office, West Wall / Texture 92
5	5634-5	Southwest Garage, Laundry Room, East Wall / Texture 93
6	5634-6	Southwest Garage, Laundry Room, West Wall (-150 sf) / Sheetrock-Joint Compound 94
7	5634-7	Southwest Garage, West Wall, Center / Sheetrock-Joint Compound ↓ 95

***IF RESULTS ARE LESS THAN 1%, PLEASE 400 POINT COUNT
 PLEASE ANALYSE 1-5 & 6-7 ON A SFP/TFP BASIS, POS IS >1%**

Chain of Custody Information

Released By Signature	Date/Time	Received By Signature	Date/Time	Due:
<i>Michael Lee</i>	092414 1630		9/25/14 9:00a	
Released By Signature	Date/Time	Received By Signature	Date/Time	At: