GENERAL PROCEDURES
for the
USE OF
CONTRACTORS TO PERFORM EMERGENCY REPAIRS
TO DAMAGED BUILDINGS

The Sacramento Regional Fire/EMS Communications Center ("CENTER") has established a Board-Up Program ("PROGRAM") to select General Contractors ("Program Participants") to perform emergency repairs to damaged buildings within the Cities in Sacramento County and in the County of Sacramento. The CENTER provides oversight and management of the PROGRAM pursuant to authority set forth in its Joint Powers Agreement.

Set forth below are the following components of the PROGRAM:

A. General Provisions,

B. Criteria and Procedures for Selection,

C. Rules of Performance,

D. Required Insurances and Bonds.

A.
GENERAL PROVISIONS

1. The CENTER shall create a call-out list ("LIST") of Program Participants to be assigned, on an as needed basis, to perform emergency repairs to damaged buildings within the Cities and County of Sacramento.

2. Any contractor who wishes to be considered for placement on the authorized LIST as a Program Participant must file an application with the CENTER. Applications will be processed in accordance with Paragraph B, below.

3. The LIST shall include as many Program Participants as deemed necessary by the CENTER. Typically, the LIST will contain at least four (4) and up to six (6) contractors.

4. A Program Participant (including all persons employed by a Program Participant) is an independent contractor and is not an employee of the CENTER or any of the member agencies. The Program Participant is not authorized to and shall not represent itself as an agent of the CENTER or any of the member agencies. A Program Participant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to its employees.

5. The CENTER may remove a Program Participant from the LIST at any time for any lawful reason.

   a. Typically, this will occur when the CENTER has determined either that the contractor no longer meets all of the qualifications for inclusion on the LIST, or that

the contractor has failed to perform work pursuant to this PROGRAM in a satisfactory manner when requested to do so.

b. Cause, however, is not required.

c. A removed Program Participant that requests a statement of the reason(s) for removal shall be provided with the reason(s) and may appeal the decision to the CENTER'S Governing Board by filing a written notice of appeal with the Center Executive Director not later than twenty (20) days after the date of mailing of the decision.

(1) A review panel will conduct the review and respond, in writing, within thirty (30) calendar days.

(2) The appellant shall post Five Hundred Dollars ($500.00) either in cash or cashier's check with the CENTER to cover all or a portion of appeal costs. Any and all costs of such appeal will be recovered by the CENTER from the appellant when the review finds in favor of the CENTER. A full and complete accounting shall be supplied to the unsuccessful appellant with the findings.

(3) The CENTER's decision is final.

d. A contractor removed from the LIST may apply for selection as a Program Participant in accordance with Paragraph B. below.

6. No emergency repair work shall be performed for, or on behalf of, any department or district by any person or contractor who is not on the LIST of Program Participants.

7. No work assigned pursuant to the PROGRAM may be sub-contracted.

8. Each Program Participant shall have on file with the CENTER a list of any person (including his/her job classification title) who may be dispatched to work pursuant to this PROGRAM.

9. All payments to Program Participants for work performed pursuant to the PROGRAM shall come solely from the company(ies) that insure the affected property.

a. If insurance is non-existent, or insufficient, or insurance payment is denied, any and all costs of operation shall be absorbed by the Program Participant.

b. No Program Participant shall bill, charge or affix a fee to any person or entity other than the company(ies) that insure the affected property for services rendered pursuant to the PROGRAM. By way of illustration, and not limitation, person or entity includes:

(1) property owners (including their representatives/agents/tenants); and/or

(2) the CENTER (including its officers, agents, employees or representatives); and/or

(3) any associated fire agency (its officers, agents, employees, representatives or parent or governing agency(ies)).

10. Attachments A through D are incorporated as though fully set forth in this document.

B.
CRITERIA AND PROCEDURES FOR SELECTION

1. Minimum Qualification

To be considered for selection as a Program Participant, an applicant shall possess:

a. A valid B contractor's license issued by the Contractors State License Board (CSLB) of California and must provide a copy of the license to the CENTER.

b. At least two (2) years of experience within the last five (5) years working as a licensed B General Contractor.

c. A valid business license issued by a city in Sacramento County or by the County of Sacramento.

2. Selection Process

a. The CENTER shall, on an as-needed basis, advertise an invitation to contractors to apply for placement on the LIST.

b. An interested contractor shall submit their application that demonstrates proof of eligibility and satisfies the requirements set forth in the Request for Formal Proposals. The application should be submitted electronically to info@srfecc.ca.gov.

c. Each member agency fire chief shall appoint a designee to serve on a panel to review the qualifications of contractors who have applied to be a Program Participant.

(1) The panel, by majority vote, shall select those that are deemed most qualified and capable to serve as Program Participants.

(2) The approved contractors shall be placed on the LIST.

d. Following its establishment, the LIST shall be presented to the CENTER's Governing Board at its next regular meeting for information.

e. The LIST shall remain valid for a period not to exceed thirty-six (36) months, unless the Center determines in its sole and absolute discretion to terminate the list earlier.

C.
RULES OF PERFORMANCE

1. Creation of the LIST

a. When the LIST is initially created, and each time it is re-created after a new application process, the order of Program Participants on the LIST shall be established by lot.

b. If a Program Participant is supplemented to the LIST after its creation, they shall be added to the bottom of the LIST.

c. A Program Participant is, at all times, in either On-Call status or in Stand-By status.

d. The LIST will be distributed via email to each Program Participant once per quarter.

2. Operation of the LIST

a. Placement in On-Call status shall be on a rotating basis.

b. On-Call status shall be twenty-four (24) hours per day for fourteen (14) consecutive days.

c. Program Participant must operate and provide the CENTER a single contact number for service requests.

3. Response to Assignment

a. Authorized field personnel shall submit a request for Board-Up services to the CENTER.

b. Only the CENTER will notify the On-Call Program Participant, or a Stand-By Program Participant, of an assignment.

c. A Program Participant must respond to a request for services by arriving at the specified location within sixty (60) minutes of notification of the assignment by the CENTER.

d. If the On-Call Program Participant fails to respond, or advises the CENTER that they cannot respond in a timely manner, the CENTER will make the assignment to the next available Program Participant who is in Stand-By status.

4. On-Scene Protocol

a. The Program Participant shall exhibit orderly conduct when on-scene. Responding Program Participant shall:

(1) arrive promptly;

(2) report any damage caused by the Program Participant to the Incident Commander immediately; and

(3) exercise reasonable care of a professional in the industry in the performance of the on-scene work.

b. The Program Participant shall not engage in any conduct that conflicts with, or violates, the duties of the CENTER as a public entity of the State of California ("Prohibited Conduct"). Such Prohibited Conduct includes, by way of illustration and not limitation:

(1) unprofessional conduct;

(2) neglect of duty;

(3) breach of the PROGRAM guidelines;

(4) illegal acts;

(5) dishonesty;

(6) acts of moral turpitude;

(7) theft or misappropriation of funds;

(8) vandalism, theft, misappropriation of, or other injury to, CENTER property;

(9) vandalism, theft, misappropriation of, or other injury to, on-scene property;

(10) any act injuring, abusing, or endangering others;

(11) any act that might tend to bring Program Participant or CENTER, its employees, agents, or Board members into public disrespect, contempt, scandal or ridicule;

(12) any act that might reflect unfavorably on or endanger the reputation, integrity, or good will of Program Participant or CENTER, its officers, employees, agents, or Board members;

(13) violation of any lawful rule, regulation, ordinance, or statute;

(14) use of vulgar or offensive language on-scene;

(15) being under the influence of alcohol, illegal drugs, or other mind-altering substances during work hours;

(16) consumption or use of alcohol, illegal drugs, or other mind-altering substances during work hours; or

(17) allowing any unauthorized person to accompany or visit Program Participant on-scene

c. Should it come to CENTER's attention that Program Participant, or its owners, employees, directors, agents, Board members, or others under its control, has engaged in (whether while on the LIST or before being placed on the LIST), or is presently engaging in, or will engage in, any such Prohibited Conduct, CENTER may remove Program Participant from the LIST effective immediately as set forth in the PROGRAM procedures.

Program Participant shall indemnify, defend, and hold harmless the CENTER and its employees, Board members, agents, and volunteers (collectively, the "Protected Persons") for any claims brought against CENTER, its employees, Board members, agents, or volunteers arising or related to Prohibited Conduct of Program Participant.

d. The CENTER may accept or reject legal counsel Program Participant proposes to defend the Protected Persons with, in its sole and absolute discretion, and may thereafter appoint legal counsel to defend the Protected Persons at Program Participant's sole expense, subject to each Protected Person's right to elect to decline such defense without prejudice to the other Protected Persons' right to elect to proceed with such defense.

e. Upon arrival at the scene, a responding Program Participant (or their representatives) shall:

(1) Report to the Incident Commander; and

(2) Provide identification to the Incident Commander. At a minimum, identification shall include both of the following: (1) either a valid California state personal identification card or a valid California driver's license; ***and*** (2) a photographic identification card with the Program Participant's name and business logo.

f. The Incident Commander will inform and instruct the Program Participant of the assignment on arrival at the site.

g. At all times while on scene, the responding Program Participant, and its employees, are under the authority of and shall comply with the requirements of the Incident Commander.

h. An assigned Program Participant shall transport with them to every assignment, at a minimum, the equipment, supplies, and materials that are listed in Attachment A.

i. A responding on-call Program Participant shall work expeditiously and continuously on the assignment until all required work is completed and shall

remain on site until such work has been inspected by an authorized fire department or district representative.

5. <u>Complaints About Operation of the PROGRAM</u>

a. A Program Participant may submit a complaint concerning either Field personnel or the operation of the PROGRAM. All complaints shall be in writing.

b. Complaints Concerning Operation of the PROGRAM: Any such complaint shall describe, in detail, the action or inaction that is the subject of the complaint.

c. Complaints Concerning Field Personnel: Any such complaint shall include the time, date, and location of the incident and, if known, names of the involved field personnel.

(1) The CENTER will forward complaints concerning department or district personnel to the Operations Chief of the applicable department or district for their review and determination.

(2) The department or district may investigate and, if appropriate, provide a response. Any response may be routed directly to the complainant. The response of the district/department is final.

6. <u>Miscellaneous Provisions</u>

a. Only an Incident Commander, or higher ranking officer of a department or district, is authorized to approve a request to be paid for non-PROGRAM work by a Program Participant.

b. To the furthest extent permitted by law, Program Participant shall defend, indemnify and hold harmless the parties to the CENTER Joint Powers Agreement, any contracting agency of the CENTER, the CENTER, and their respective agents, officers and employees, officers, and employees (collectively, the "Indemnitees") from and against all claims, damages, losses, judgments, liabilities, expenses and other costs including litigation costs and attorney fees arising out of, resulting from, or in connection with:

(1) PROGRAM work performed, ***<u>and/or</u>***

(2) The negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Program Participant, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants.

c. The CENTER may accept or reject legal counsel Program Participant proposes to defend the Indemnitees with, in its sole and absolute discretion, and may thereafter appoint legal counsel to defend the Indemnitees at Program Participant's sole expense, subject to each Indemnitee's right to elect to decline such defense without prejudice to the other Indemnitees right to elect to proceed with such defense.

D.
REQUIRED INSURANCES AND BONDS

To be placed on the LIST, and as a condition of remaining on the LIST and acting as a Program Participant, a Program Participant shall maintain in full force and effect at all times:

1. Workers' Compensation Insurance

a. Workers' compensation insurance for all of its employees engaged in work under this PROGRAM.

b. If any class of employees engaged in work under this PROGRAM, and is not protected under the workers' compensation statute, the Program Participant shall provide adequate insurance coverage for the protection of such employees not otherwise protected before work is commenced.

2. Automobile Insurance

A policy of automobile liability insurance covering the use of all owned, non-owned and hired vehicles with the following minimum limits of liability:

Bodily Injury $5,000,000
Combined Single Limit for Bodily Injury and/or Property Damage

3. General Liability Insurance

A policy of coverage of not less than:

$1,000,000.00 per occurrence for bodily injury and Property Damage combined.

4. Other Insurance

Program Participant shall provide all other insurance required to be maintained under applicable laws, ordinances, and rules and regulations.

5. Provisions Applicable to All Insurances

a. Program Participant is not eligible for assignment of work under the PROGRAM until all required insurance certificates and endorsements have been obtained and delivered in duplicate to, and approved by, the CENTER.

b. Each Certificate of Insurance and each Insurance Policy shall include the following:

(1) A clause stating:

"This policy shall not be non-renewed, canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to CENTER. Date of non-renewal, cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

(2) A clause stating that:

The CENTER, its trustees, officers, agents, employees and volunteers, member fire districts and member fire departments, individually and collectively, as additional insureds under the policy described; and that the insurance policy shall be primary to any insurance or self-insurance maintained by the CENTER.

c. If any Program Participant fails to maintain any insurance required by this PROGRAM, and provide evidence of coverage to the CENTER, Program Participant is in default and will be immediately removed from the PROGRAM.

d. Compliance by Program Participant with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve Program Participant from liability assumed under any provision of the PROGRAM requirements, including, without limitation, the obligation to defend and indemnify the CENTER, its trustees, officers, agents, employees and volunteers, and fire districts and fire departments, individually and collectively, as additional insureds.

e. Program Participant shall produce a certified copy of any insurance policy required under this PROGRAM upon written request of the CENTER.

f. If a Program Participant fails to provide and maintain insurance as required by the PROGRAM, the CENTER may, at CENTER's option, take out and maintain at the expense of Program Participant, such insurance in the name of Program Participant as the CENTER may deem proper, and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to Program Participant under the PROGRAM.

6. <u>Required Bond</u>

a. A Program Participant shall furnish a bond in the amount of not less than Twenty-Five Thousand Dollars ($25,000.00) as security for faithful performance of its duties under the PROGRAM.

b. Only bonds executed by admitted surety insurers 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.

ATTACHMENTS

Minimum Tool and Supply Requirements	(Attachment A)
Board Up Specifications	(Attachment B)
City of Sacramento Resolution	(Attachment C)
Program Participant Agreement	(Attachment D)

MINIMUM TOOL & SUPPLY REQUIREMENTS

A. All materials and equipment shall be maintained in good condition and stored in an orderly fashion.

B. Safety shoes and hard hats will be used by all personnel on all sites.

C. All equipment and work procedures will comply with CAL-OSHA Title 8.

Materials:

1. Film, new, plastic, minimum one thousand (l,000) square feet, six (6) mil thickness
2. Gasoline (in explosive proof can), for chainsaw
3. Lumber, framing: 2" x 4," 1" x 4"
4. Nails, duplex: 8's, 16's, assorted sizes of furring nails
5. Oil, for chainsaw
6. Plywood, new: minimum of twelve (12) full 4' x 8'sheets and four (4) half sheets), 1/2" thickness
7. Tape: duct
8. Tape: electrical
9. Wire: bailing
10. Wire, Nuts: assorted sizes

Tools:

1. Bolt Cutters, minimum length, 24"
2. Chisels, assorted, cold, wood, various sizes
3. Circuit tester
4. Come-along, 1 ton
5. Cord, extension, #12, 150'
6. Generator, electrical, 2,500 watt minimum
7. Hammers (2)
8. Jack, hydraulic
9. Jumper cables, 1 set
10. Knives, utility including extra blades
11. Ladder, extension, 16' minimum
12. Ladder, step, 6' minimum
13. Light, flood, working, 110 volt, clamp on
14. Lights, spotlights: hand-held, battery-powered (2)
15. Line, 3/8: 100 ft.
16. Hammers, 2 claw type, 5# sledge
17. Metal sheers, compound leverage
18. Mop
19. Nail puller, (crow's foot/cat's paw)
20. Pliers, vice grip style
21. Pliers, lineman's
22. Saw, chair (with extra chain)
23. Saw, hack, assorted metal cutting blades
24. Saw, portable electric circular type

25. Saw, hand, 8 point
26. Saw, portable electrical, reciprocating sawzall type with assorted blades including metal cutting
27. Screwdrivers, assorted flat tip and Phillips
28. Shears, compound leverage metal
29. Wrecking bar, minimum length, 36”
30. Wrench, pipe, assorted sizes
31. Wrench, crescent, assorted sizes to include 8” and 12”
32. Vacuum, capable of picking up water
33. Vise grip

BOARD-UP SPECIFICATIONS

PROGRAM services include:

(a) Board-up: Plywood cover-up of all openings such as doors, windows, vent holes and fire openings to protect and secure the property.

(b) Roof Coverings: Plastic and tarp cover-up of roof and the ceiling openings to prevent weather damage.

(c) Electrical Restoration: Identify hazardous circuits and restore power when and as required.

(d) Plumbing Restoration: Including the capping of broken water lines, sprinkler systems, sewage and gas lines.

(e) Water Removal: The extraction of water from carpets, hardwood floors, etc. including the taking up of carpets and pads if necessary.

(f) Debris Removal: The cleanup of debris as required, and the removal of debris from adjacent properties, streets and sidewalks.

(g) Structural Stabilization: Using technical shoring and heavy equipment.

(h) Winterization, contents care, temporary fencing, and deodorization.

Minimum Specification Requirements

Windows and Doors: A 3/4" exterior plywood shall be fitted to all outer door and window openings with a maximum of 1/8" clearance on all sides. Plywood doors shall be double hinged and installed with double hasp locks. Hinges and hasps locks are to be heavy duty type and securely fastened into a solid framing member. The installation shall be such that all exposed bolt or screw heads cannot be removed from the exterior. All window boards shall be fit to the screen inset molding stop.

Vent and Roof Openings: Whenever practical all ventilation holes and roof openings should be covered with 3/4" plywood and then covered with a plastic tarp or sheeting. Every effort should be made to seal the roof from leaking.

Debris Piles: Any debris pile that is created by the board-up contractor shall be a minimum of 10' from any structure.

CITY OF SACRAMENTO
RESOLUTION

RESOLUTION NO. 84-097

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

FEB 7 1984

A RESOLUTION ADOPTING STANDARDS FOR SELECTION AND RULES OF PERFORMANCE FOR CONTRACTORS PERFORMING EMERGENCY REPAIRS OF FIRE-DAMAGED BUILDINGS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

Pursuant to Section 15.10 of the Sacramento City Code, the following standards for selection and rules of performance for contractors performing emergency repairs of fire-damaged buildings are hereby adopted.

(1) The Chief of the Fire Department shall advertise periodically the invitation to contractors to apply for placement on an "On Call" list to effect emergency repairs and protection to property within the City of Sacramento upon request of the Chief.

(2) The Chief of the Fire Department shall compile and maintain a list of contractors which in the discretion of the Chief are found best qualified to perform emergency repair and property protection services.

(3) Each contractor selected shall meet the following standards and requirements:

(a) Shall be a general contractor, holding a valid State of California B-1 license.

(b) Shall supply the Chief of the Fire Department with updated information stating the job classification and hourly pay rate of all employees who will perform emergency repair and property protection services.

(c) Shall have minimum of two years experience as a licensed B-1 contractor.

(d) Shall have a current City business operations tax certificate and a permanent business address.

(e) Each contractor shall maintain insurance coverage during his participation in the program as follows:

1. Workers' Compensation

Full Workers' Compensation Insurance and Employer's Liability policy, or provide evidence of ability to undertake self-insurance. Workers' Compensation in compliance with California statutes and Employer's Liability coverage of at least $1 million per occurrence. In the event the contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administratin of Self-Insurance, Sacramento, and evidence of at least $1 million per occurrence excess Workers' Compensation limit combined with the Self-Insurance Retention.

2. Comprehensive Auto and General Liability Insurance

The contractor must provide sufficient broad coverage to include:

Comprehensive Auto and General Liability Insurance

Products and Completed Operation Liability

Broad Form Property Damage Liability

Contractual Liability

Personal Injury Liability

The amount of the policy shall be no less than $1 million Single Limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be named as additional insured under the policy, and the policy shall stipulate that this insurance will operate as Primary insurance and that no other insurance effected by the City or other Named Insured will be called on to contribute to a loss covered thereunder.

3. Certificate of Insurance

The contractor will have the City's standard Certificate of Insurance completed and filed with the City's Risk Management and Insurance Division prior to engaging in any operation or activity under this program. Said policies shall provide that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

RESOLUTION No. 84-097

FEB 7 1984

(f) Each contractor and each employee of contractor shall be bonded for the faithful performance of his duties in the amount of not less than $25,000.00, and provide proof of such bonding at the time of application on the On Call list.

(g) Each contractor must possess and maintain a vehicle containing a specified inventory of supplies and equipment sufficient to perform the functions of the program.

(h) Each contractor selected shall sign a waiver and indemnity agreement approved by the City Attorney in connection with his participation in the program.

(i) In consideration for inclusion in the program each contractor shall agree to bill neither the citizen/owner, or his tenant, agent, employee or representative nor the City of Sacramento or its agents and employees for services rendered under this program, but rather agrees to look solely to insurance for payment and to absorb any and all cost of services where insurance is non-existent or insurance payment is denied.

(j) In consideration for inclusion in the program, each contractor shall agree to be governed by the instructions of the Fire Chief or his representative in connection with the extent of services to be performed and shall agree to not perform selectively or refuse performance where compensation is in doubt.

(k) Contractors selected for inclusion in the program shall be required during those periods when on call, to respond upon request 24 hours a day, seven days a week with maximum arrival time at incident scene no later than 1 hour after notification to respond by Fire Department, and to work expeditiously and continuously on the project until all required work is completed and thereafter stay on the premises until such work is inspected by authorized representatives of the Fire Department.

(4) A contractor shall be removed from the list of qualified contractors for cause when the Chief determines either that the contractor no longer meets all of the qualifications for inclusion on the list, or that the contractor has failed to perform emergency repairs in a satisfactory manner when requested to do so. Any contractor removed from the list for cause may appeal the decision of the Chief to the City Council by filing a written notice of appeal with the City Clerk not later than twenty (20) days after the date of mailing of the Chief's decision. The City Council may appoint a hearing examiner as set forth in Sections 2.320 to 2.328 of the City Code.

Anne Rudin
MAYOR

ATTEST:

Loraine Magana
CITY CLERK

RESOLUTION No. 84-097

FEB 7 1984

BOARD-UP CONTRACTOR
Acknowledgment and Agreement

I certify that I have applied to be a Program Participant in the Board-Up Program established by the Sacramento Regional Fire/EMS Communications Center.

I acknowledge that:

1 I have been given a copy of the General Procedures for the Use of Contractors to Perform Emergency Repairs to Damaged Buildings.

2. All work within the City of Sacramento is also subject to Sacramento City Council Resolution 84-097 (February 7, 1984) (the "Resolution"). The Chief of the Fire Department referenced therein has delegated to the Sacramento Regional Fire/EMS Communications Center authority to effectuate the Resolution.

3. Collectively, these documents are the "Acknowledged Materials."

I agree that, if selected, I will, at all times, comply with the terms and conditions of the Board-Up Program, including by way of illustration and not by limitation those set forth in the Acknowledged Materials.

Date: _____

_____

_____

for the Sacramento Regional Fire/EMS Communications Center

Date:

_____

for the Contractor and Corporation

Contact Information:

Name:

_____

Title: _____

Address:

_____

_____

_

Phone: _____

CSLB License #: _____