



FRESNO COUNTY FIRE

PROTECTION DISTRICT

Honor, Integrity, Cooperation & Professionalism

MEMORANDUM

Date: February 13, 2026

To: Board Directors

Attn: Brad Richter
President

From: Fire District Staff

Subject: Resolution 2026-03 Awarding Progressive Design-Build Construction Agreement to Zumwalt Construction, Inc. for the Construction of the Cantua Creek Fire Station 92

BOARD OF DIRECTOR'S BRIEFING PAPER

ISSUE:

Staff has finalized the RFSQ (Request for Statement of Qualifications) evaluation and negotiation process and have determined that Zumwalt Construction, Inc. is the best value to deliver through a progressive design-build process the new Cantua Creek Fire Station 92.

BACKGROUND:

On October 24, 2025 the District released the RFSQ for the progressive design-build of the new Cantua Creek Fire Station 92. The RFSQ's were due to the District on November 21, 2025.

DISCUSSION:

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

ALTERNATIVES:

The District Board of Directors could decide not to build the new Cantua Creek Fire Station 92 at this time.

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

- Fiscal – Funding for the new fire station is tied to Solar/Bess Fire Protection Agreement payments.
- Operational – The Cantua Creek Fire Station 92 will improve the fire protection coverage on the west side of the District.
- Legal – No Known impacts
- Labor – There will be an increase in personnel to staff the new fire station.
- Sociopolitical - No known impacts
- Policy - No known impacts
- Health and safety - No known impacts
- Environmental – No known impacts
- Interagency - No known impacts

RECOMMENDATION:

It is recommended by Staff that the District Board of Director's proceed with approving Resolution 2026-03 Awarding a Progressive Design-Build Construction Agreement to Zumwalt Construction, Inc. for the Construction of the Cantua Creek Fire Station 92.

APPROVED:



Josh I. Chrisman, Administration Officer

February 13, 2026

Date



FRESNO COUNTY FIRE

PROTECTION DISTRICT

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

RESOLUTION No. 2026-03

IN THE MATTER OF:

AWARDING A PROGRESSIVE DESIGN-BUILD CONSTRUCTION CONTRACT TO ZUMWALT CONSTRUCTION, INC. FOR THE CONSTRUCTION OF CANTUA CREEK FIRE STATION 92

WHEREAS, the District desires to construct new fire station near the community of Cantua Creek in Fresno County; and

WHEREAS, the District has conducted a Request For Qualifications, and extensive review process to select a design-build entity for the design and construction of a new fire station; and

WHEREAS, Zumwalt Construction, Inc. was selected as the best value Design-Build Entity to design and construct a fire station; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Fresno County Fire Protection District hereby awards a progressive design-build construction contract to Zumwalt Construction, Inc. for the construction of a new fire station in an amount not to exceed \$7,200,000.00 in an agreement including a liquidated damages provision of \$1,500.00 per day subject to approval of District Staff and District Counsel.

BE IT FURTHER RESOLVED, that Brad Richter, President of said Board be and herby is authorized to sign and execute said contract on behalf of the Fresno County fire Protection District.

This Resolution shall take effect upon its adoption.

The foregoing Resolution was duly PASSED, APPROVED and ADOPTED at the regular meeting of the District Board of Directors held on the 18th day of February 2026, at Del Rey, California, on motion made by Director _____, seconded by Director _____, and duly carried with the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Darryl Mendes, Board Secretary

Certification of Resolution

ATTEST:

I **Louisa Alonzo** duly appointed as the Clerk of the Board of the Fresno County Fire Protection District do hereby certify that the above is a true and correct copy of District **Resolution No. 2026-03**.

WITNESS MY HAND OF THE FRESNO COUNTY FIRE PROTECTION DISTRICT, on the 18th day of February 2026.

Signature

Clerk of the Board, Fresno County Fire Protection District

APPROVED AS TO FORM:

William D. Ross
District Counsel

Fresno County Fire Protection District Progressive Design-Build Agreement Fire Station 92, Cantua Creek

This **AGREEMENT** is made as of the _____ day of _____ in the year of 2026, by and between the following parties, for services in connection with the Project identified below:

OWNER:

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

DESIGN-BUILDER:

Zumwalt Construction, Inc.
5520 E. Lamona Ave.
Fresno, CA 93727

PROJECT:

Fire Station 92, Cantua Creek
Cantua Creek CA 93608

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Design-Builder's Services and Responsibilities

1.1 General Services.

1.1.1 Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project as set forth in Exhibit A. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance, and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications, and other technical materials and requirements prepared by or for Owner.

1.1.2 If Owner's Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner's Project Criteria, with such service deemed to be an additional service for which additional compensation shall be paid by Owner to Design-Builder. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

1.2 Phased Services.

1.2.1 Phase 1 Services. Design-Builder shall perform the services of design, pricing, and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 1.1 hereof, as set forth in Exhibit B, Scope of Services. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to establish the Contract Price for Phase 2, as set forth in Section 1.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Section 6.1.1 herein. The level of completion required for Phase 1 Services is defined in Exhibit B, Scope of Services (either as a percentage of design completion or by defined deliverables).

1.2.2 Phase 2 Services. Design-Builder's Phase 2 services shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the Project, and the provision of warranty services, all as further described in the Contract Price Amendment. Upon receipt of Design-Builder's proposed Contract Price for Phase 2, Owner may proceed as set forth in Section 1.3.

1.3 Proposal. Upon completion of the Phase 1 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal") for the completion of the design and construction for the Project for the Contract Price, which may be based on a Guaranteed Maximum Price (GMP).

1.3.1 The Proposal shall include the following unless the parties mutually agree otherwise:

- 1.3.1.1 The Contract Price that may be based on a GMP, which shall be the sum of:
- i Design-Builder's Fee as defined in Section 6.4.1 hereof;
 - ii The estimated Cost of the Work as defined in Section 6.5 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.2 hereof; and
 - iii If applicable, any prices established under Section 6.1.3 hereof;

1.3.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the Proposal;

1.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

1.3.1.4 The Scheduled Substantial Completion Date upon which the Proposal is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;

1.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

1.3.1.6 If applicable, a schedule of alternate prices;

1.3.1.7 If applicable, a schedule of unit prices;

1.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);

1.3.1.9 If applicable, a Savings provision;

1.3.1.10 If applicable, Performance Incentives;

1.3.1.11 The time limit for acceptance of the Proposal; and

1.3.1.12 An Owner's permit list, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain.

1.3.2 Review and Adjustment to Proposal.

1.3.2.1 After submission of the Proposal, Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Proposal.

1.3.2.2 Acceptance of Proposal. If Owner accepts the Proposal, as may be amended by Design-Builder, the Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (Contract Price Amendment). Once the parties have agreed upon the Contract Price and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as further described in the Contract Price Amendment, as it may be revised.

1.3.2.3 Failure to Accept the Proposal. If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or before the date specified in the Proposal that it accepts the Proposal, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

- i Owner may suggest modifications to the Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Proposal shall be

deemed accepted and the parties shall proceed in accordance with Section 1.3.2.2 above;

- ii Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1.2 hereof without a Contract Price, in which case all references in this Agreement to the Contract Price shall not be applicable; or
- iii Owner may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (a) continue with the Work as if Owner had elected to proceed in accordance with Section 1.3.2.3 ii. above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work; (b) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof; or (c) may give written notice to Owner that it considers this Agreement completed. If Owner fails to exercise any of the options under Section 1.3.2.3 within ten (10) days of receipt of Design-Builder's notice, then this Agreement shall be deemed completed. If Owner terminates the relationship with Design-Builder under Section 1.3.2.3 iii, or if this Agreement is deemed completed under this paragraph, then Design-Builder shall have no further liability or obligations to Owner under this Agreement.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Agreement Between Owner and Design-Builder* (2022 Edition) ("General Conditions of Contract");

2.1.2 The Contract Price Amendment or the Proposal accepted by Owner in accordance with Section 1.3 above.

2.1.3 This Agreement, including all exhibits (list for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the Contract Price Amendment;

2.1.4 The General Conditions of Contract;

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;

2.1.6 Exhibit B, Scope of Services; and

2.1.7 The following other documents, if any:

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, at the time of acceptance of the Proposal by Owner in accordance with Section 1.3 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner's acceptance of the Proposal.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. *(Note, the parties are strongly encouraged to establish in the Contract Price Amendment or Proposal (as applicable) the priority of the various documents comprising such exhibit or proposal.)*

3.3 Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder is entitled to reasonably rely on the accuracy of the information represented in the design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if

Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. Owner recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product. Therefore, if Owner uses the Work Product, in whole or in part, or if Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses, and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product, to the fullest extent permitted by applicable law.

Article 5

Contract Time

5.1 Date of Commencement. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Agreement unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than _____ (____) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

The parties agree that the definition for Substantial Completion set forth in Section 1.2.19 of the General Conditions of Contract is hereby modified to read as follows:

"Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official, if a Temporary Certificate of Occupancy is applicable to the Project."

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows: (Insert any interim milestones ("Scheduled Interim Milestone Dates") for portions of the Work with different scheduled dates for Substantial Completion.)

5.2.3 Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.8 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Final Completion is not achieved within 30 days of Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within thirty (30) days of Substantial Completion, Design-Builder shall pay to Owner one-thousand five-hundred Dollars (1,500.00), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving Substantial Completion, Interim Milestone Dates (if any), or Final Completion.

5.6 Owner's Review Time. The parties have established the following maximum and minimum amount of time for Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.

5.6.1 Owner shall have a minimum of 7 days of receipt by Owner to review all Design Submissions, the Project Schedule, and any updates thereto.

5.6.2 Owner shall review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule, and any updates thereto within 7 days of receipt by Owner.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of _____ Dollars (\$_____) for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.1.2 For Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to the GMP amount set forth in Section 6.2 hereof or in the Contract Price Amendment.

6.1.3 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis: *(This is an optional section intended to provide the parties with flexibility to identify and price limited services.)*

6.2 The Guaranteed Maximum Price.

6.2.1 Design-Builder guarantees that it shall not exceed the GMP of Seven Million Dollars (\$7,000,000.00). Documents used as a basis for the GMP shall be identified in the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents.

6.2.2 The GMP includes a Contingency in the amount of _____ Dollars (\$_____) which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

6.2.3 Savings.

6.2.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.3 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

Zero percent (0%) to Design-Builder and One Hundred percent (100%) to Owner.

or

6.2.3.2 Savings shall be calculated and paid as part of Final Payment under Section 7.4 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

6.3 Allowance Items and Allowance Values.

6.3.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment or the Proposal.

6.3.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to

constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.3.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s).

6.3.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.

6.3.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.7.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

Article 7

Procedure for Payment

7.1 Payment for Preliminary Services. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: (Insert terms.)

7.2 Contract Price Progress Payments.

7.2.1 Design-Builder shall submit to Owner on the tenth (10th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.2.2 Owner shall make payment within fourteen (14) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2.3 If Design-Builder's Fee under Section 6.4 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.3 Retainage on Progress Payments.

7.3.1 Owner will retain five percent (5%) from Design-Builder's Applications for Payment pursuant to applicable state law.

7.3.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.4 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit. Any lump sum agreed to by Owner and Design-Builder as part of this Agreement is not subject to audit.

Article 8

Termination for Convenience

8.1 If Design-Builder is terminated for convenience pursuant to Section 11.6 of the General Conditions of Contract, and the parties have agreed to a payment to Design-Builder in the case of such termination of convenience, Owner shall pay Design-Builder for the following in addition to the amount set forth in Section 11.6.1 of the General Conditions of Contract:

The fair and reasonable sums for overhead and profit on the sum of items as set forth in Section 11.6.1 of the General Conditions of Contract.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Josh I. Chrisman, District Administrative Officer, 210 S. Academy Ave., Sanger CA 93657, (559) 493-4306, Josh.Chrisman@fire.ca.gov .

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Jeremiah Wittwer, Assistant Chief, 210 S. Academy Ave., Sanger CA 93657, (559) 281-4304, Jeremiah.Wittwer@fire.ca.gov .

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Robert McKnight, President, 5520 E. Lamona Ave., Fresno, CA 93727 (559) 241-9888, rmcknight@zumwaltconst.com

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Tyson Peters, Director, 5520 E. Lamona Ave., Fresno, CA 93727 (559) 908-8233, tpeters@zumwaltconst.com

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Exhibit C attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

Required Not Required

Payment Bond.

Required Not Required

Other Performance Security.

Required Not Required

Article 11

Other Provisions

11.1 Skilled and Trained Workforce:

11.1.1 DBE certifies that the DBE, DBE Members, DBE Participants, and subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. Pursuant to Public Contract Code section 2600, the project is subject to the skilled and trained workforce requirement. The contractor, bidder, or other entity, and its contractors and subcontractors at every tier, will comply with this chapter.

11.1.2 The DBE will provide to the Owner, on a monthly basis while the project or contract is being performed, a report demonstrating compliance with this chapter. The required monthly report demonstrating compliance with this chapter shall include the full name of, and identify the

apprenticeship program name, location, and graduation date of, each worker relied upon to satisfy the apprenticeship graduation percentage requirements of paragraph (2) of subdivision (d) of Section 2601.

11.2 Listing of Exhibits and documents incorporated herein:

- Exhibit A - Owner's Project Criteria
- Exhibit B - Scope of Services
- Exhibit C - Insurance Requirements
- General Conditions of Contract Between Owner and Design-Builder

11.3 Design-Builders Warranty. The parties have agreed to limit the time frame that Owner can make a claim pursuant to Section 2.9.1 of the General Conditions of Contract. Owner must make all claims pursuant to Section 2.9.1 of the General Conditions of Contract within one year of the date of Final Completion of the Project.

Article 12

Limitation of Liability

12.1 Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through, or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to, the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed Five percent (5%) of the Contract Price. The parties agree that specific consideration has been given by Design-Builder for this limitation and that it is deemed adequate.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

Fresno County Fire Protection District
(Name of Owner)

Zumwalt Construction, Inc.
(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

EXHIBIT A - OWNER'S PROJECT CRITERIA

A.1 Project Overview

A.1.1 Project Description

The Fresno County Fire Protection District ("Owner") intends to design and construct Fire Station 92 – Cantua Creek ("Project").

The Project shall consist of an approximately 10,000 gross square foot fire station, together with all building systems, site improvements, and supporting infrastructure necessary to deliver a complete, operational, and fully functional facility.

A.1.2 Project Purpose

The Project is intended to:

- Consolidate administrative functions;
- Improve operational efficiency;
- Support anticipated organizational growth over the next ten (10) to twenty (20) years.

A.2 Owner's Intent

The Owner's intent is to develop a cohesive facility that:

1. Provides 24-hour, 7-days-per-week housing and workspace for approximately nine (9) personnel;
2. Provides housing for five (5) fire apparatus;
3. Supports secure, efficient, and clearly organized operational workflows;
4. Maintains separation between public-facing functions and secure staff areas.

The Design-Builder shall develop and refine the design through the Progressive Design-Build process to satisfy the Owner's intent and the performance requirements set forth herein.

A.3 Facility Capacity and Functional Requirements

A.3.1 Personnel Capacity

The facility shall accommodate approximately nine (9) personnel and provide appropriate support spaces to ensure operational efficiency, privacy, security, and employee well-being.

A.3.2 Apparatus Capacity

The facility shall include five (5) apparatus bays, each approximately seventy (70) feet in length, designed to support efficient deployment and return operations.

A.4 Space Program Requirements

The Design-Builder shall provide spaces sufficient to meet the Owner's operational and administrative needs. Final sizes, quantities, and adjacencies shall be developed and validated during the Progressive Design-Build process.

A.4.1 Apparatus and Operational Spaces

- Five (5) apparatus bays (approximately 70 feet long each)
- PPE locker, extractor and dryer room
- Mechanical, electrical, and communications rooms
- Information technology/server room
- Janitorial and maintenance support spaces

A.4.2 Administrative Spaces

- Reception and visitor waiting area
- Battalion Chief office
- Firefighter office space

A.4.3 Residential and Support Spaces

- Eight (8) firefighter bedrooms

- One (1) Battalion Chief bedroom
- Full kitchen
- Employee bathrooms
- Public restrooms
- Employee workout room

A.5 Performance Requirements

The Design-Builder shall design and construct the Project to:

1. Minimize apparatus response times through appropriate site planning and circulation design;
2. Maintain employee health, safety, security, and privacy;
3. Provide clear separation between public-access, semi-public, and secure staff-only areas;
4. Integrate modern training, conferencing, and information technology systems;
5. Incorporate energy-efficient systems and solar-ready infrastructure.

A.6 Security and Access Control

The design shall incorporate graduated levels of access control between public, semi-public, and secure areas. Circulation patterns shall support operational efficiency while protecting personnel, equipment, and sensitive information.

A.7 Sustainability and Building Systems

The Project shall incorporate energy-efficient design principles and building systems consistent with public-sector best practices.

The facility shall be designed to be solar-ready, including appropriate structural capacity and electrical infrastructure.

All building systems shall be durable, maintainable, and appropriate for long-term public ownership and lifecycle performance.

A.8 Codes and Regulatory Compliance

The Design-Builder shall be responsible for compliance with all applicable federal, state, and local laws, codes, and regulations, including but not limited to:

- California Building Code
- Applicable accessibility requirements
- Fire and life safety regulations
- Essential Services Buildings Seismic Safety Act of 1986

A.9 Design-Builder Responsibility

This Exhibit establishes the Owner's performance-based criteria and does not prescribe specific design solutions.

The Design-Builder shall be responsible for developing a complete, coordinated, and constructible design that satisfies these criteria and delivers a Project consistent with the Owner's intent.

Exhibit B - Scope of Services

B.1 General

This Exhibit B defines the Scope of Services to be performed by the Design-Builder under the Progressive Design-Build delivery method. The Scope of Services is divided into Phase 1 Services and Phase 2 Services. The Design-Builder shall perform all services necessary to deliver the Project in accordance with the Owner's Project Criteria set forth in Exhibit A.

B.2 Phase 1 Services – Preliminary Design and Pricing

During Phase 1, the Design-Builder shall provide professional design, estimating, scheduling, and related services necessary to define the Project and to establish the Contract Price for Phase 2.

Phase 1 Services shall be performed collaboratively with the Owner and shall include, at a minimum, the following:

(a) Design Development

- (i) Advance the design based on the Owner's Project Criteria to a level of completion sufficient to define scope, systems, and major components;
- (ii) Prepare preliminary architectural, structural, mechanical, electrical, plumbing, fire/life safety, and site designs;
- (iii) Coordinate design disciplines to identify and resolve conflicts.

(b) Cost Estimating and Pricing

- (i) Prepare detailed cost estimates as the design progresses;
- (ii) Develop the proposed Contract Price for Phase 2 on an open-book basis;
- (iii) Participate in cost reconciliation and value alignment with the Owner.

(c) Schedule Development

- (i) Prepare and update a Project schedule identifying key milestones;
- (ii) Coordinate design and construction sequencing considerations.

(d) Constructability and Risk Analysis

- (i) Perform constructability reviews;
- (ii) Identify Project risks and propose mitigation strategies.

(e) Owner Coordination

- (i) Participate in meetings and workshops with the Owner;
- (ii) Incorporate Owner feedback into the evolving design.

The level of completion required for Phase 1 Services shall be sufficient for the Owner and Design-Builder to mutually agree upon the Contract Price and other commercial terms for Phase 2.

B.3 Phase 1 Deliverables

Phase 1 Deliverables may include, but are not limited to:

- (a) Preliminary design documents (drawings and narratives);
- (b) Outline specifications;
- (c) Updated Project schedule;
- (d) Detailed open-book cost estimate;
- (e) Basis of design documentation;
- (f) Risk and constructability analysis;
- (g) Proposed Contract Price for Phase 2.

The specific percentage of design completion or deliverable requirements shall be as mutually agreed by the Owner and Design-Builder during Phase 1.

B.4 Phase 2 Services – Final Design and Construction

Upon Owner authorization to proceed, the Design-Builder shall perform Phase 2 Services, which shall include full responsibility for final design, procurement, construction, and closeout of the Project.

Phase 2 Services shall include, at a minimum:

- (a) Completion of all design services required for permitting and construction;
- (b) Procurement of all labor, materials, equipment, and subcontracted services;
- (c) Performance of all construction services in accordance with the Contract Documents;
- (d) Coordination with authorities having jurisdiction and obtaining required permits;
- (e) Construction administration, quality control, and safety management;
- (f) Start-up, testing, and commissioning of building systems;
- (g) Project closeout, including record documents and training;
- (h) Provision of warranty services in accordance with the Contract.

B.5 Standard of Care

The Design-Builder shall perform all services in accordance with the standard of care set forth in the Agreement and consistent with DBIA Progressive Design-Build best practices.

B.6 Reliance

The Owner may rely upon the services and deliverables provided by the Design-Builder under this Exhibit for purposes of establishing the Contract Price and proceeding to Phase 2.

Exhibit C - Insurance Requirements

C.1 General Insurance Requirements

Before the Design-Builder (also referred to herein as "Contractor") performs any Work at the site of construction, or prepares, transports, or delivers materials to the site, Contractor shall furnish certificates of insurance evidencing the insurance coverages required by this Exhibit.

Such certificates shall identify each insurer, policy number, coverage limits, and effective dates, and shall state that the insurance is in full force and effect and will not be canceled, materially changed, or allowed to expire without at least thirty (30) days' prior written notice to the Fresno County Fire Protection District ("District").

Contractor shall maintain all required insurance coverages in full force and effect until the Work under the Contract is fully completed.

The requirement to carry insurance shall not relieve Contractor of its obligations to indemnify, defend, and hold harmless the District as provided in the Agreement.

C.2 Insurer Qualifications

All insurance required under this Exhibit shall be issued by companies admitted to do business in the State of California and shall maintain, throughout the duration of the Project, a policyholder's rating of not less than "A-" and a financial rating of not less than "Class VII," as set forth in the most current A.M. Best's Rating Guide.

Notwithstanding the foregoing, the District will accept the State Compensation Insurance Fund for the required Workers' Compensation coverage, subject to the District's right to require a change in insurer if the State Fund's financial rating is reduced below "B."

C.3 Required Insurance Coverages and Limits

Contractor shall procure and maintain, at its sole cost and expense, the following insurance coverages with limits not less than those set forth below:

(a) Workers' Compensation Insurance:

Coverage in accordance with the Workers' Compensation Act of the State of California, with statutory limits, and Employer's Liability coverage with limits of not less than Two Million Dollars (\$2,000,000).

(b) Commercial General Liability Insurance:

Written on a full occurrence basis, with a combined single limit of not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, death, and property damage.

(c) Automobile Liability Insurance:

Covering owned, non-owned, and hired vehicles, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

(d) Errors and Omissions (Professional Liability) Insurance:

With limits of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate, covering professional services performed in connection with the Project.

(e) Builder's Risk Insurance:

Coverage for the full insurable value of the Project, including materials, supplies, and equipment at the site and in transit, with limits and terms to be determined and approved by the District.

C.4 Minimum Coverage Forms

Commercial General Liability and Automobile Liability insurance shall be at least as broad as the following forms:

(a) Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 (Occurrence

Form);

(b) Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01, covering any auto.

C.5 Subcontractor Insurance

Contractor shall either:

(a) Include all subcontractors engaged in any Work relating to the Contract as additional insureds under Contractor's insurance policies; or

(b) Require each subcontractor to procure, maintain, and submit evidence of insurance of the same types, limits, and terms required of Contractor under this Exhibit, including all required endorsements.

Contractor shall not permit any subcontractor to commence Work unless and until evidence satisfactory to the District is provided demonstrating compliance with these insurance requirements. The District may withhold payment for subcontractor-performed Work until such evidence is provided.

All subcontractor insurance policies shall be endorsed as required under this Exhibit.

C.6 Inspection of Policies and Payment of Premiums

The District or its authorized representatives shall have the right, at any time, to inspect and receive certified copies of all insurance policies required under this Exhibit.

Contractor shall be responsible for the payment of all premiums associated with the required insurance coverages.

Exhibit D – Owner’s Permit List

D.1 Purpose and Applicability

Pursuant to Article 3.5 of the General Conditions of Contract, this Exhibit D identifies those permits, approvals, licenses, governmental charges, and inspection fees that shall be obtained and paid for by the Owner. All permits not expressly listed in this Exhibit shall be the responsibility of the Design-Builder.

D.2 Planning, Entitlement, and Land Use Approvals

The Owner shall obtain and pay for the following planning, entitlement, and land use approvals, as applicable:

- (a) Conditional Use Permit (CUP), if required;
- (b) General Plan compliance approvals;
- (c) Zoning approvals or variances;
- (d) Site plan approval, if processed separately from the building permit;
- (e) California Environmental Quality Act (CEQA) determination, documentation, and filing, including Notice of Determination.

D.3 Environmental and Agency-Level Approvals

The Owner shall obtain and pay for environmental and agency-level approvals related to pre-existing site conditions, including:

- (a) CEQA environmental review and mitigation monitoring;
- (b) State or federal environmental permits triggered by site conditions, if any, including biological, habitat, cultural, or archaeological clearances;
- (c) Hazardous materials regulatory approvals associated with pre-existing site conditions.

D.4 Owner-Specific Agency Approvals

The Owner shall obtain and pay for approvals required by Owner-specific agencies or authorities, including:

- (a) Fire Protection District governing board approvals, if applicable;
- (b) County or Owner internal capital project approvals;
- (c) State Fire Marshal approvals where required due to Owner occupancy or use classification.

D.5 Utility Master Agreements and Capacity Fees

The Owner shall obtain and pay for utility master agreements and capacity-related fees, including:

- (a) Utility service agreements or master service applications initiated by the Owner;
- (b) Water service capacity fees;
- (c) Sewer capacity or connection fees;
- (d) Utility relocation agreements for existing Owner-owned or utility-owned infrastructure.

The Design-Builder shall remain responsible for construction permits, inspections, and coordination related to utility work.

D.6 Owner-Furnished Permits (If Applicable)

The Owner shall obtain and pay for the following permits, if applicable:

- (a) Encroachment permits required for Owner-directed work outside the Project site;
- (b) Temporary access or easement permits secured by the Owner;
- (c) Off-site improvement agreements required by the Owner’s governing authority.

D.7 Fees and Charges Paid by Owner

The Owner shall pay all governmental fees and charges associated with the permits and approvals listed in this Exhibit, including:

- (a) Planning and entitlement fees;
- (b) Environmental review and filing fees;
- (c) Utility capacity, impact, or buy-in fees;
- (d) Governing authority review fees not directly tied to construction permitting.

D.8 Design-Builder Assistance

The Design-Builder shall provide reasonable assistance to the Owner in obtaining the permits and approvals listed herein, including preparation of technical exhibits, narratives, and supporting documentation, consistent with Article 3.5.2 of the General Conditions.

D.9 Exclusions and Cost Responsibility Allocation

Except as expressly listed in this Exhibit, the Design-Builder shall obtain all construction-related permits, approvals, licenses, and inspections required for the prosecution of the Work.

Notwithstanding the foregoing, the Owner shall pay all government-imposed permit, plan review, inspection, re-inspection, and special testing fees associated with the following permits and activities obtained and coordinated by the Design-Builder:

- (a) Building permit(s);
- (b) Grading permit(s);
- (c) Mechanical, Electrical, and Plumbing permits;
- (d) Fire sprinkler and fire alarm permits;
- (e) Deferred submittal permits required by the Authority Having Jurisdiction;
- (f) Certificate of Occupancy fees;
- (g) Construction-related inspection and re-inspection fees;
- (h) Special inspection and testing fees required under the California Building Code, including but not limited to structural inspections, geotechnical testing, concrete, masonry, steel, welding, fireproofing, fire-resistant materials testing, and non-destructive testing.

The Design-Builder shall be responsible for preparing and submitting complete permit and testing applications, coordinating plan check responses, scheduling inspections and testing, and managing permit and inspection closeout.

Owner payment of fees shall not relieve the Design-Builder of responsibility for code compliance, means and methods, sequencing, or correction of non-conforming Work.