



RANCHO SANTA FE FIRE PROTECTION DISTRICT BOARD OF DIRECTORS MEETING AGENDA

Rancho Santa Fe FPD
Board/Community Room – 16936 El Fuego
Rancho Santa Fe, California 92067

May 12, 2010
Regular Session 1:00 pm

RULES FOR ADDRESSING BOARD OF DIRECTORS

Members of the audience who wish to address the Board of Directors are requested to complete a form near the entrance of the meeting room and submit it to the Board Clerk.

Any person may address the Board on any item of Board business or Board concern. The Board cannot take action on any matter presented during Public Comment, but can refer it to the Administrative Officer for review and possible discussion at a future meeting. As permitted by State Law, the Board may take action on matters of an urgent nature or which require immediate attention. The maximum time allotted for each presentation is FIVE (5) MINUTES.

Pledge of Allegiance

- 1. Roll Call**
- 2. Public Comment**

All items listed on the Consent Calendar are considered routine and will be enacted by one motion without discussion unless Board Members, Staff or the public requests removal of an item for separate discussion and action. The Board of Directors has the option of considering items removed from the Consent Calendar immediately or under Unfinished Business.

3. Motion waiving reading in full of all Resolutions/Ordinances

4. Consent Calendar

- a. Board of Directors Minutes
 - i) Board of Directors minutes of April 21, 2010
 - ii) Board of Directors minutes of May 6, 2010
- ACTION REQUESTED: **Approve**

b. Receive and File

i) Monthly/Quarterly Reports – ACTION REQUESTED: **INFORMATION**

(1) List of Demands

Check 20433 thru 20554 for the period April 1 – 30, 2010 totaling:	\$ 531,540.33
Payroll for the period April 1 – 30, 2010	<u>\$ 497,551.73</u>
TOTAL DISTRIBUTION	\$ 1,029,092.06

(2) Financial Reports – Quarter ending March 31, 2010

- Budget Review
- Combined Summary Statement Cash Assets-Liabilities

(3) Activity Reports – April 2010

- Fire Prevention
- Operations
- Training

(4) District Articles – April 2010

(5) Correspondence - letters/cards were received from the following members of the public:

- Rachel Donglan
- Bill Fleishmann

5. Old Business

a. None

6. New Business

a. Article XIII B California Constitution Appropriation Limit

To discuss and/or approve the change in population for the Rancho Santa Fe Fire Protection District appropriations limit – Staff Report 10-07

ACTION REQUESTED: **Select method to calculate appropriations limit**

b. AIA Document A101 – 2007 Standard Form of Agreement between Owner (Rancho Santa Fe Fire Protection District) and Contractor (Ledcor Construction Inc.)

To discuss and/or approve the contract with Ledcor Construction Inc. for the construction of the Fairbanks Ranch Fire Station

ACTION REQUESTED: **Approve**

7. Resolutions/Ordinances

a. Resolution No. 2010-02

To discuss and/or approve a resolution entitled a *Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Setting Benefit Charges for Fiscal Year 2010/2011*

ACTION REQUESTED: **Adopt**

b. Resolution No. 2010-03

To discuss and/or approve a resolution entitled a *Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District to Tax Defer Member Paid Contributions – IRC 414(h)(2) Employer Pick-Up*

ACTION REQUESTED: **Adopt**

c. Resolution No. 2010-04

To discuss and/or adopt a resolution of the Board of Directors entitled a *Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Determining the 2010/2011 Appropriations of Tax Proceeds*

ACTION REQUESTED: **Adopt**

8. Oral Reports

- a. Fire Chief – Pavone
 - i) Fairbanks Ranch Replacement Fire Station – Update
 - ii) Cooperative Management Services Agreement – Update
 - iii) District Activities
- b. Operations – Deputy Chief Michel
- c. Training – Battalion Chief Davidson
- d. Fire Prevention - Fire Marshal Hunter
- e. Administrative Manager – Rannals
 - i) Health Benefits – Update
 - (1) Retiree (Resolution No. 209)
- f. Board of Directors
 - i) North County Dispatch JPA – Update
 - ii) County Service Area – 17 – Update
 - iii) Comments

9. Adjournment



RANCHO SANTA FE FIRE PROTECTION DISTRICT
Board of Directors Regular Meeting – Agenda
Wednesday, May 12, 2010 1:00 pm PST

CERTIFICATION OF POSTING

I certify that on May 7, 2010 a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on May 7, 2010

Karlana Rannals

Karlana Rannals
Board Clerk



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
REGULAR BOARD OF DIRECTORS MEETING
MINUTES – April 21, 2010**

President Ashcraft called to order the regular session of the Rancho Santa Fe Fire Protection District Board of Directors at 2:00 pm.

Pledge of Allegiance

Battalion Chief Mike Gibbs led the assembly in the *Pledge of Allegiance*.

1. Roll Call

Directors Present: Ashcraft, Hickerson, Hillgren, Malin, Tanner

Directors Absent: None

Staff Present: Nick Pavone, Fire Chief; Tony Michel, Deputy Chief; Jim Sturtevant, Battalion Chief; and Karlana Rannals, Board Clerk

2. Public Comment

No one requested to speak to the Board.

3. Consent Calendar

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT to approve the Consent Calendar as submitted.

a. Board of Directors Minutes

i) MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the Board of Directors minutes of March 10, 2010.

ii) MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the Board of Directors minutes of April 8, 2010

b. *Receive and File*

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to receive and file:

i) Monthly/Quarterly Reports

(1) List of Demands

Check 20334 thru 20432 for the period March 1 – 31, 2010 totaling:	\$ 303,593.91
Payroll for the period March 1 – 31, 2010	<u>\$ 430,291.27</u>
TOTAL DISTRIBUTION	\$ 733,885.18

(2) Activity Reports – March 2010

- Fire Prevention
- Operations
- Training

(4) District Articles– March 2010

(5) Correspondence

- None

4. Old Business

- a. None

7. Closed Session (Time Certain 2:15)

Pursuant to the following Government Code Section, the Board of Directors convened in Closed Session from 2:10 – 2:31 pm for discussions on the following:

- a. Conference with negotiators for the following real property, pursuant to Government Code Section 54956.8

18029 Calle Ambiente, Rancho Santa Fe

Negotiating Parties: James Ashcraft, Director; John Tanner, Director; Nick Pavone, Fire Chief

Under Negotiation: Both Price and Terms of Payment

NOTE: All members of the Board and staff listed and Steve Fitch, legal counsel attended the Closed Session

Upon reconvening, President Ashcraft reported that item (a) was the only matter discussed at this session. The Board discussed the price and terms of payment for the purchase of real property at 18029 Calle Ambiente, Rancho Santa Fe.

5. New Business

- a. Purchase of Real Property

Chief Pavone and Steve Fitch, legal counsel reported that the District and the owners of the property at 18029 Calle Ambiente have agreed to a price and contract language to purchase the real property listed. Chief Pavone informed the Board that the agreed purchase price is \$1,482,480, and 50% of the cost of tenant improvements estimated at \$123,540. However, he noted that other costs are necessary such as survey, evaluation (inspection) of the structure and site. The District has 60 days to conduct the standard customary and due diligence. Staff responded to questions from the Board.

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR TANNER, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to:

- 1) Purchase real property at 18029 Calle Ambiente, Rancho Santa Fe for \$1,482,480;
- 2) Approve all necessary expenditures associated with the standard and customary “due diligence” evaluations and inspections for subject real property; and
- 3) Authorize the President to execute all documents for the REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS.

- b. Standby Charge Rate

Mr. Habib Isaac, Willdan Financial Services, made a presentation to the Board on the history of the District’s 1980 voter approved standby charge. He offered his appreciation to provide the District of his “professional opinion.” He reported that in reviewing the election material and all supporting documentation, the purpose of the standby charge identified was to be sure that the District had an adequate revenue stream to provide fire

prevention and fire protection, in the event that State's bailout monies were no longer available. If that occurred, the Board of Directors would have the ability to assess the maximum of \$10.00 per benefit unit. He noted that since the inception of the standby charge, the Board has only assessed \$2.50 per benefit unit. Since the enactment of the standby charge, state legislation has eliminated all of the District's bailout funding, thus allowing the Board of Directors to increase the standby charge. In his professional opinion, the District's Board of Directors may increase its standby charge, which is considered a special tax approved pursuant to Proposition 13 by a two-thirds vote and; therefore, complies with Proposition 218. The consultant and staff responded to questions from the Board.

The board members discussed the pro and cons of increasing the charge, which would increase the average residential property tax by less than one-half percent ($<0.5\%$ or 0.005). At the conclusion of the discussion, the Board agreed to increase the standby charge to \$10.00 per benefit unit and direct staff to prepare the appropriate resolution for consideration at the next board meeting.

d. Ad Hoc Committee Appointment - Audit

Ms. Rannals informed the Board that the audit firm has scheduled their first meeting with staff on May 26. She requested that the Board President appoint an ad hoc committee to meet with staff and the independent auditor to begin the FY10 financial audit.

President Ashcraft appointed Directors Malin and Tanner to the ad hoc committee for the FY10 financial audit.

6. Oral Reports

a. Fire Chief – Pavone

He reported on the following topics:

- Fairbanks Ranch Replacement Fire Station – Update
 - The mandatory pre-bid meeting was held April 12 attended by 20-22 contractors. The opportunity to submit a bid will close April 29. Captain Galindo has been working with the contractors and sub-contractors responding to their questions. The bid opening will be closed, and will commence on April 30. At that time, a review to determine the lowest and most responsive bidder will be done and references checked. He requested that the Board consider a special meeting to award the contract so that the project can continue to move forward. A special board meeting was scheduled for May 6, 2010 at 1pm to discuss and/or select a contractor for the replacement Fairbanks Ranch Fire Station.
- Management Services Contract – The leadership task force met to review eight alternatives to deal with the upcoming retirement of the Training Officer from the City of Encinitas. The preferred structure is:
 - Training Chief: Solana Beach Deputy Chief will provide training services for Del Mar, Encinitas, and Solana Beach
 - Fire Marshal & Management Analyst: City of Encinitas personnel will provide prevention services for Del Mar, Encinitas, and Solana Beach.
 - Administrative Battalion Chief: City of Encinitas will hire for a new position for their city.

Minutes

Rancho Santa Fe Fire Protection District Board of Directors

April 21, 2010

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He also reported that the next step is to form a board/council subcommittee to explore a long-term governance model or structure.

- District Activities
 - April 21, 2010 is the annual “Boot Drive” benefiting the Burn Institute.

b. Operations – Deputy Chief Michel

He reported on the following topics:

- Call activity:
 - No significant calls

c. Training – Battalion Chief Davidson

Chief Michel recapped the first quarter training activity. He also reported that Chief Davidson was voted by the students at the Palomar Fire Academy as top instructor. In addition, the District’s former Fire Services Assistant, James Kratz was named top recruit.

Chief Sturtevant summarized the monthly training activity, which included:

- City of Carlsbad has joined with Encinitas and Rancho Santa Fe to coordinate and participate in the annual training calendar.

d. Fire Prevention – Fire Marshal Hunter

- No report

e. Administration – Administrative Manager Rannals

- Health Benefit Committee – Update: she updated the Board on the progress of the Health Benefits Committee and summarized the presentations made by FAS (current broker) and Lawson-Hawks on behalf of FDAC-EBA.
- San Diego Taxpayers Association – she has received two requests for information regarding employer and employee contributions to the District’s retirement plans, and requested an electronic copy of the District’s budgets for the last ten years.

f. Board of Directors

- North County Dispatch JPA – Update – Director Ashcraft: No report. The next meeting is scheduled for May 27.
- County Service Area 17 – Update – Director Hickerson: No report. The next meeting is scheduled for May 4.
- Comments:
 - none.

7. Closed Session

Pursuant to the following Government Code Section, the Board of Directors convened in Closed Session from 5:00 – 5:50 pm for discussions on the following:

- b. With respect to every item of business to be discussed in closed session pursuant to Section 54957:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Fire Chief

NOTE: All members of the Board and Chief Pavone attended the Closed Session

Upon reconvening, President Ashcraft reported that Chief Pavone announced his retirement effective October 31, 2010. They congratulated and expressed their appreciation to Chief Pavone for his leadership and service to the Fire District.

He also reported that the Board discussed the preferred process to select and appoint a new fire chief. He stated that the Board intends to interview all chief officers this summer. At this time, the Board is not interested in retaining the services of an outside recruitment firm.

8. Adjournment

Meeting adjourned at 5:52 pm.

Karlana Rannals
Secretar7

James H Ashcraft
President



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
SPECIAL BOARD OF DIRECTORS MEETING
MINUTES – May 6, 2010**

President Ashcraft called to order the special meeting of the Rancho Santa Fe Fire Protection District Board of Directors at 1:00 pm.

Pledge of Allegiance

Captain Galindo led the assembly in the *Pledge of Allegiance*.

1. Roll Call

Directors Present: Ashcraft, Hickerson, Hillgren, Malin, Tanner

Directors Absent: None

Staff Present: Nick Pavone, Fire Chief; Tony Michel, Deputy Chief; Cliff Hunter, Fire Marshal; Bret Davidson, Battalion Chief; Chris Galindo, Captain; and Karlana Rannals, Board Clerk.

2. Public Comment

No one requested to speak to the Board.

3. Old Business

- a. None

4. Old Business

- a. Award Contract for Construction of the Fairbanks Ranch Fire Station

Chief Pavone introduced Captain Chris Galindo, project manager and Jeff Katz, architect for the construction of the replacement Fairbanks Ranch Fire Station. Captain Galindo and Mr. Katz summarized the process leading up to the requested action of selecting a contractor. They reported that 11 companies submitted a construction bid, ranging from (in thousands) \$4,540 to \$5,413. Ledcor Construction submitted the lowest and most responsive bid. In the performance of due diligence, reference checks were conducted, their license was confirmed current, and there are no complaints about Ledcor filed with the State Contractor's Board. It is the recommendation to select Ledcor Construction as the successful bidder for the construction of the Fairbanks Ranch Fire Station. Staff and the architect responded to questions of the Board.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR TANNER, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve and select LEDCOR Construction as the successful bidder for \$4,540,000 for the construction of the replacement Fairbanks Ranch Fire Station.

- b. Budget Authorization

Chief Pavone summarized the staff report provided. He informed the Board that leased phone lines provided connectivity for the district's current network that includes the computer network and computer aided dispatch data transmission. With the anticipated move of administration, there is an opportunity to look at other alternatives, which includes using a microwave system. He proposed the study to determine the cost, feasibility, equipment, and design parameters for a microwave metropolitan area network. The only company that staff has had discussions with does

not perform the study free; therefore, he recommends that the board authorize the expenditure. The study could result in significant savings to the District in future years.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR HICKERSON, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to authorize the expenditure of \$2,275 to fund a microwave radio site survey and engineering study.

c. District Health Benefits

i) Update: Ms. Rannals updated the Board on the progress of the committee's work and the preferred direction is to join the Fire District Association of California Employer Benefits Authority (FDAC-EBA). She distributed the costs for the recommended plans and responded to questions from the board members. At the conclusion of the discussion, the Board of Directors agreed to direct staff to begin the process of joining FDAC-EBA, which will be the entity in which the employees will select their medical coverage.

ii) Retiree Coverage: Ms. Rannals informed the Board that because of the committee work, a question was asked if a retiree predeceases their spouse, would the District continue to offer coverage. At the conclusion of the discussion, the Board requested additional information and agreed to defer any direction until the next board meeting.

iii) Notification to Meet and Confer: Chief Pavone informed the board that since the board has agreed to begin the process of joining FDAC-EBA, there is a need to meet and confer with all represented groups and discuss the MOU language for health insurance. Since the District has only offered one plan in the past, the language is appropriate. However, with the ability to offer multiple health plans, the language should either specify an amount, specify a plan or any combination. The Board agreed that it was necessary to meet with the represented employees.

5. Adjournment

Meeting adjourned at 3:00 pm.

Karlana Rannals
Secretary

James H Ashcraft
President

Check #	Amount	Vendor	Purpose
20433	\$707.30	Accme Janitorial Service Inc	Building Monthly Service
20434	\$524.80	Allstar Fresh Water Systems Inc	Station Maintenance
20435	\$876.23	AT&T Calnet 2	Telephone
20437	\$262.50	Compressed Air Specialties Inc	BA Compressor Maintenance
20438	\$150.00	Costco Inc.	Association Dues
20439	\$1,094.46	Del Mar Blue Print Inc	FBR #3 Replacement
20440	\$12,533.77	EDD	Unemployment Insurance
20441	\$420.16	Fire ETC Inc	Boots Safety
20442	\$699.60	Galls Retail	Uniform - Safety Personnel
20443	\$990.00	Hearts & Hoses	CSA-17 - Supplies/CERT Program
20444	\$170.00	Henry Josh	Facility Training Reimbursement
20445	\$6,032.00	Jeff Katz Architecture	FBR #3 Replacement
20447	\$4,256.00	Liebert Cassidy Whitmore	Legal Services
20448	\$3,883.77	Meridian Medical Technologies Inc	Heritage Grant
20449	\$1,500.00	Michael T Metro	Suppression Local Conf/Seminars
20450	\$17,050.05	North County Dispatch JPA	Dispatching
20451	\$552.26	Olivenhain Municipal Water District	Water
20452	\$3,118.49	Parkhouse Tire, Inc.	Apparatus Parts & Supplies
20453	\$111,287.61	PERS	PERS (Employer Paid)
20454	\$2,747.95	Rannals, Karlana	Awards/Proclamations
20455	\$85.35	San Diego Daily Transcript Inc	FBR #3 Replacement
20456	\$474.93	Santa Fe Irrigation District	Water
20457	\$11.25	Scott, Mike	Prevention Meal/Lodging/Travel Exp
20458	\$60.59	So Cal Sanitation LLC	FBR #3 Replacement
20459	\$1,960.22	Stephen J Fitch & Associates Inc	Legal Services
20461	\$51.00	Terminix International	Building Monthly Service
20462	\$7,684.86	The SoCo Group Inc	Gasoline & Diesel Fuel
20463	\$1,050.00	ThyssenKrupp Elevator Inc	Building - Service/Repair
20464	\$61.00	U P S	Shipping Service
20465	\$639.46	Waste Management Inc	Trash Disposal
20466	\$38.54	Western State Design Inc	Station Maintenance

20467	\$172.88	Willis, Erwin L.	Computer Equipment/Parts
20468	\$5,100.00	WinTech Computer Services	Consulting Services
20469	\$408.95	A to Z Plumbing Inc	Building - Service/Repair
20470	\$50.95	Ace Uniforms & Accessories Inc	Uniform - Safety Personnel
20471	\$165.00	American Medical Response Inc	CSA-17 - Supplies
20472	\$750.00	Arnold A Lewin	Consulting Services
20473	\$897.90	AT&T Calnet 2	Telephone
20474	\$793.38	Complete Office of California Inc	Office Supplies
20475	\$3,172.50	County of SD/RCS	800 MHz Network Admin Fees/Radio (Portable) Repair
20476	\$2,807.00	Design Space Modular Buildings Inc	FBR #3 Replacement
20477	\$1,602.32	Engineered Mechanical Services Inc	Building - Service/Repair
20478	\$11.15	Fire ETC Inc	Apparatus Parts & Supplies
20479	\$184.89	Fitness Warehouse	Fitness Equipment Repair
20480	\$426.40	Galls Retail	Uniform - Safety Personnel
20481	\$7,827.08	Geocon Inc	FBR #3 Replacement
20482	\$641.94	Home Depot, Inc	Tools - Maintenance & Construction/Station Maintenance/Cabling
20484	\$93.35	Napa Auto Parts Inc	Apparatus Parts & Supplies
20485	\$878.28	North County EVS Inc	Apparatus Scheduled Maintenance/Repair
20486	\$148.34	North County Times	FBR #3 Replacement
20487	\$2,357.72	Physio-Control Inc.	CSA-17 - Supplies
20488	\$300.00	Rancho Santa Fe Rotary	Meetings/Meal Expenses/Association Dues
20489	\$4,685.91	San Diego Gas & Electric	Elec/Gas/Propane
20490	\$700.00	Santa Fe Irrigation District	Vehicle Site Rental
20495	\$348.75	The McGraw-Hill Companies	FBR #3 Replacement
20496	\$116.25	U P S	Shipping Service
20497	\$3,781.51	U S Bank Corporate Payment System	Cal-Card./IMPAC program
20498	\$1,261.21	Western State Design Inc	Building - Service/Repair
20499	\$128.81	AT&T	Telephone
20500	\$263.81	AT&T Calnet 2	Telephone
20501	\$2,500.00	Cnty of SD Dept.of Public Work	FBR #3 Replacement
20502	\$1,354.48	Direct Energy Business - Dallas	Elec/Gas/Propane
20503	\$59.99	Directv	FBR #3 Replacement
20504	\$18.76	FedEx	Shipping Service

20505	\$100.71	Fire ETC Inc	Apparatus Parts & Supplies
20506	\$340.50	Garrett Electric Inc	Building/Generator Repair
20507	\$110.78	Gateway Marketing Concepts	Safety Equipment
20508	\$500.00	Gray & Sons Fleet Inspect	Smog Testing
20509	\$550.12	HSBC Business Solutions	Janitorial Supplies
20510	\$35.00	Jobs Available Inc.	Advertising
20511	\$86.91	Miramar Truck Sales Inc	Vehicle Repair
20512	\$555.64	North County EVS Inc	Apparatus/Vehicle Scheduled Maintenance
20513	\$291.00	Pitney Bowes Inc	Equipment Rental
20514	\$2,540.24	The SoCo Group Inc	Gasoline & Diesel Fuel
20515	\$27.25	U P S	Shipping Service
20516	\$125.05	Uniforms Plus	Uniform - Safety Personnel
20517	\$257.40	United Imaging	Office Supplies
20518	\$100,000.00	First American Title Insurance Co	Admin Building/Parking (Escrow)
20519	\$2,725.96	Guardian Life Insurance Co	Dental Insurance
20520	\$59,441.85	Health Net	Medical Insurance
20521	\$2,500.00	Heartland Fire Training Facility	School Education/Training
20522	\$1,673.80	Liebert Cassidy Whitmore	Legal Services
20524	\$138.75	Rose Business Solutions Inc	Consulting Services
20525	\$600.63	The Lincoln National Life Ins Co	Disability/Life Insurance
20526	\$213.53	Willis, Erwin L.	Program Upgrade/Software Enhancement/Computer Equipment/Parts
20527	\$147.90	ALS Laboratory Group	Smog Testing
20528	\$0.63	AT&T	Telephone
20529	\$47.66	AT&T	Telephone
20530	\$181.66	AT&T Calnet 2	Telephone
20532	\$136.50	C.A.P.F.	Disability/Life Insurance
20533	\$2,500.00	Cnty of SD Dept.of Public Work	FBR #3 Replacement
20534	\$1,982.48	Enternmann-Rovin Co Inc.	Awards/Proclamations/Miscellaneous Reimbursable
20535	\$3,200.00	First American Corelogic Inc	Computer - License/Software
20536	\$224.00	Foster, Richard S.	Building - Repair
20537	\$648.37	HSBC Business Solutions	Janitorial Supplies
20538	\$147.00	Lorenzo, Paul	ALS Expense to Reserve
20539	\$600.00	Lynx Technologies Inc	Mapping Services (ERM)

20541	\$239.00	New Earth Enterprises Inc	Landscaping Maintenance Service
20542	\$38.94	Parkhouse Tire, Inc.	Tires & Tubes
20543	\$108,394.55	PERS	PERS (Employer Paid)
20545	\$195.50	Progressive Business Publications	Subscriptions
20547	\$770.00	Teleque on Fire	Building - Service/Repair
20548	\$230.00	Terminix International	Building Monthly Service
20549	\$2,452.41	The SoCo Group Inc	Gasoline & Diesel Fuel
20550	\$2,617.00	The Treekeeper Inc	Weed Abatement
20551	\$1,260.00	ThyssenKrupp Elevator Inc	Elevator Service
20552	\$22.00	U P S	Shipping Service
20553	\$122.88	U S Postal Service	Postage
20554	\$1,500.17	Verizon Wireless	MDT Broadband + ATN Line/Telephone - Cellular
Various	\$6,082.90	Various	Medical Reimbursement
Sub-total	\$531,540.33		
4/15/2010	\$ 241,648.03	Rancho Santa Fe Fire PD	Payroll
4/30/2010	\$ 255,903.70	Rancho Santa Fe Fire PD	Payroll
Sub-total	\$ 497,551.73		
Total	\$ 1,029,092.06		

RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2010
 July 1, 2009 thru March 31, 2010

	BUDGET EXPENDITURES FY10	ESTIMATED EXPENDITURES FY10	% OF BUDGET
PERSONNEL COSTS			
Salaries/Wages - Staff	\$4,788,008	\$3,491,228	72.9%
Holiday Pay	\$156,264	\$152,541	97.6%
Overtime	\$980,892	\$719,343	73.3%
Health Insurance + HRSA	\$996,195	\$718,278	72.1%
Life Insurance & Long Term Disability	\$9,560	\$5,254	55.0%
Paramedic Incentive Pay	\$16,800	\$12,144	72.3%
Retirement	\$1,377,544	\$924,387	67.1%
Social Security Tax	\$1,798	\$1,455	80.9%
Unemployment Insurance	\$14,630	\$780	5.3%
Medicare Tax	\$73,102	\$50,447	69.0%
Workers' Compensation	\$127,264	\$39,660	31.2%
Labor (Temporary)	<u>\$17,200</u>	<u>\$16,416</u>	95.4%
PERSONNEL (Subtotal)	\$8,559,257	\$6,131,932	71.6%

RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2010
July 1, 2009 thru March 31, 2010

	BUDGET EXPENDITURES FY10	ESTIMATED EXPENDITURES FY10	% OF BUDGET
CONTRACTURAL			
Administrative Fees	\$154,072	\$41,048	26.6%
Advertising	\$2,278		0.0%
Apparatus	\$4,000		0.0%
Association Dues	\$7,372	\$7,021	95.2%
Building/Facility Lease	\$12,000		0.0%
Dispatching	\$114,146	\$96,617	84.6%
Equipment Rental	\$1,509	\$600	39.8%
Equipment Repair	\$27,450	\$3,696	13.5%
Insurance	\$63,450	\$61,276	96.6%
Laundry Service	\$0		
Legal Services	\$25,000	\$13,206	52.8%
Local Meeting/M meal Expense	\$7,084	\$4,474	63.2%
Mileage Reimbursement	\$854	\$305	35.8%
Other Contractual Services	\$57,984	\$24,466	45.9%
Other Professional Services	\$146,376	\$63,242	43.2%
Permits	\$6,135	\$2,906	47.4%
Service Agreements	\$49,916	\$26,612	53.3%
Soil Contamination Cleanup	\$5,000	\$786	15.7%
Subscriptions	\$2,526	\$1,204	47.7%
Training	\$77,793	\$39,431	50.7%
Utilities			
Electricity	\$85,111	\$54,183	63.7%
Sewer	\$12,849	\$8,836	68.8%
Telephone	\$54,309	\$28,336	52.2%
Trash	\$9,574	\$6,482	67.7%
Water	\$14,723	\$11,580	78.7%
Vehicle Maintenance (Scheduled)	\$61,800	\$28,866	46.7%
Vehicle Repair	<u>\$71,600</u>	<u>\$30,880</u>	43.1%
CONTRACTURAL COSTS (Subtotal)	\$1,074,911	\$556,054	51.7%

RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2010
July 1, 2009 thru March 31, 2010

	BUDGET EXPENDITURES FY10	ESTIMATED EXPENDITURES FY10	% OF BUDGET
MATERIALS & SUPPLY			
Apparatus	\$32,375	\$18,606	57.5%
Audio Visual	\$1,250		0.0%
Books	\$4,500	\$490	10.9%
Cellular	\$1,250	\$2,041	163.3%
Computer	\$52,588	\$31,785	60.4%
Electrical Supplies	\$417		0.0%
Fire Hose, Nozzles & Supply	\$5,000		0.0%
Firefighting Foam	\$3,500	\$1,048	29.9%
Food for Major Emergencies	\$1,000	\$243	24.3%
Fuel	\$70,300	\$35,429	50.4%
Furnishings/Equipment	\$4,500		0.0%
Grants	\$11,000		0.0%
Hydrant Maintenance	\$600	\$592	98.7%
Janitorial	\$20,500	\$4,804	23.4%
Knox Replacement	\$0		
Landscape	\$0	\$29	
Lumber/Screws/Nails	\$0	\$7	
Maps	\$750	\$379	50.5%
Medical Supplies	\$45,680	\$14,557	31.9%
Miscellaneous	\$3,254		0.0%
Office - General	\$46,351	\$23,462	50.6%
Paint	\$0		
Program Supplies	\$3,500	\$2,339	66.8%
Public Education	\$7,000	\$1,296	18.5%
Radio	\$25,200	\$17,182	68.2%
Rock, Sand, Gravel	\$500		0.0%
Safety	\$47,625	\$25,070	52.6%
Special Events & Awards	\$5,000	\$28	0.6%
Station Maintenance	\$38,466	\$9,111	23.7%
Station Supplies/Replacements	\$4,000	\$530	13.3%
Street Signs & Markers	\$500	\$22	4.3%
Tools	\$1,000		0.0%
Training (Expendable Supplies)	\$9,000	\$5,478	60.9%
Uniforms	\$27,500	\$12,851	46.7%
MATERIAL & SUPPLY (Subtotal)	\$474,106	\$207,377	43.7%
OPERATING COST SUMMARY			
Personnel	\$8,559,257	\$6,131,932	71.6%
Contractural	\$1,074,911	\$556,054	51.7%
Material & Supply	\$474,106	\$207,377	43.7%
Depreciation	\$629,263	\$0	0.0%
TOTAL COSTS	<u>\$10,737,537</u>	<u>\$6,895,364</u>	64.2%
BEFORE CAPITAL OUTLAY			

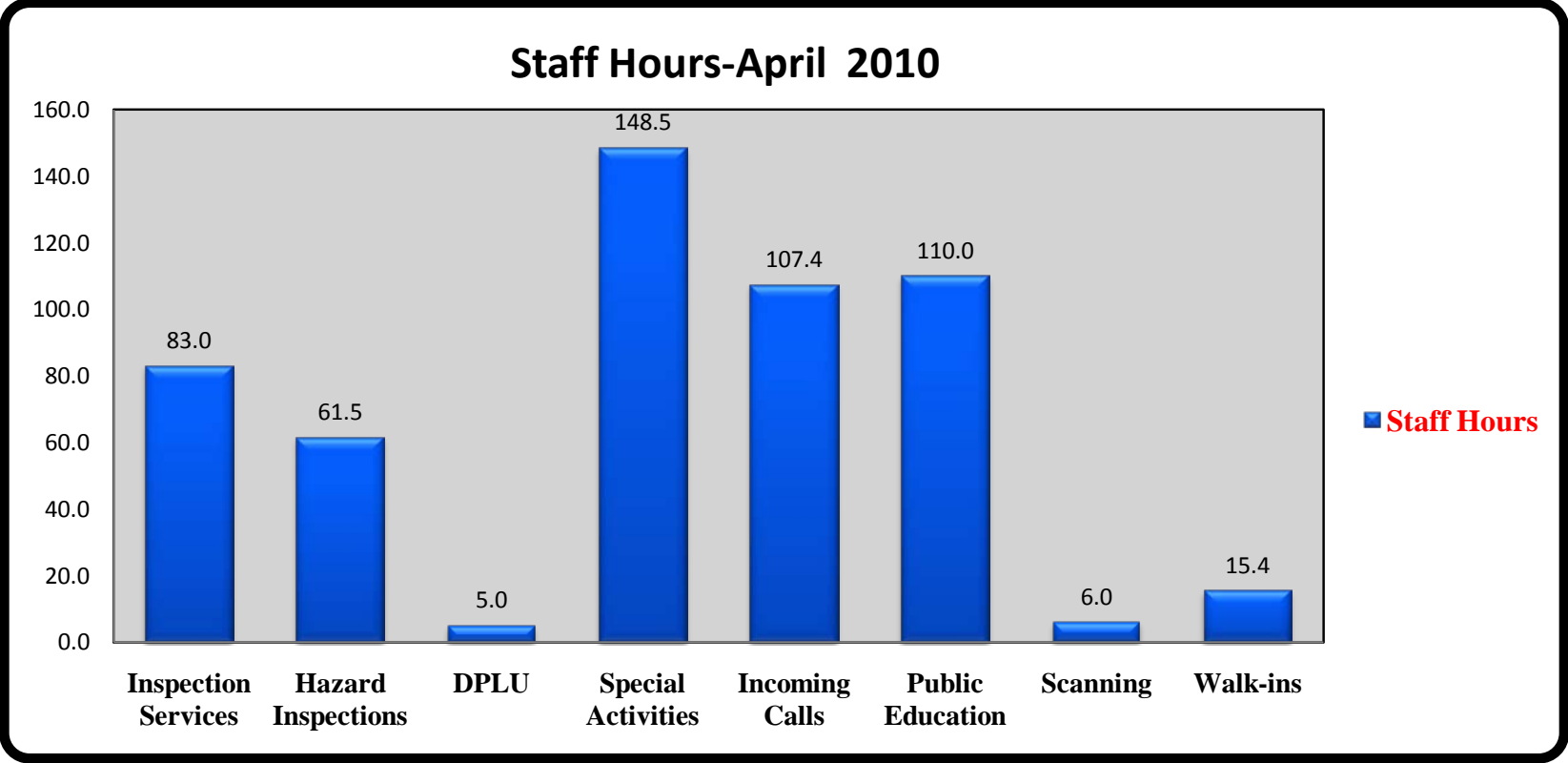
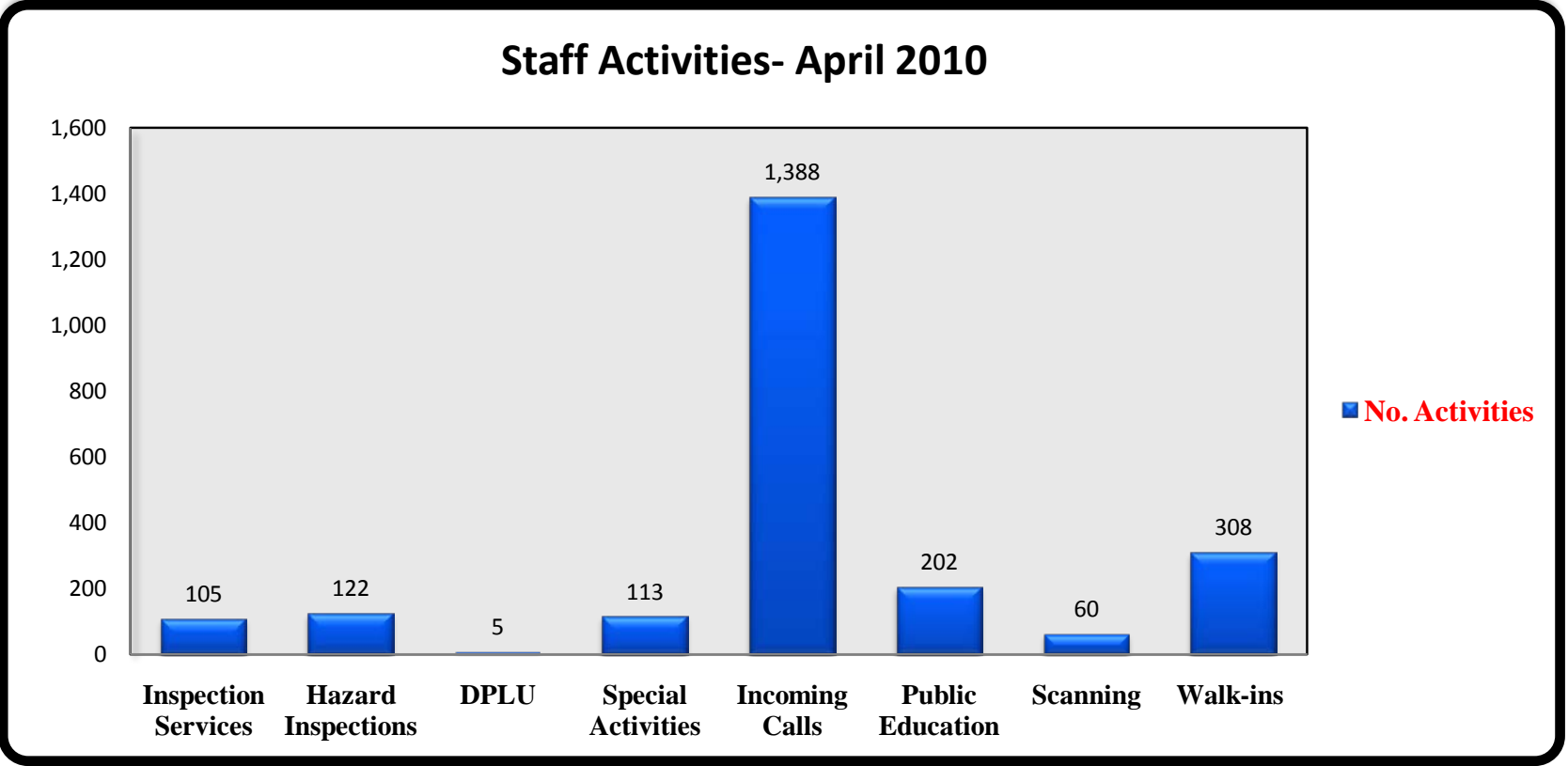
RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2010
 July 1, 2009 thru March 31, 2010

	BUDGET EXPENDITURES FY10	ESTIMATED EXPENDITURES FY10	% OF BUDGET
CAPITAL and PLANNED PROJECTS			
RSF3 - FBR Station			
Engineering Services	\$201,646	\$104,181	51.7%
Architectural Services	\$319,334	\$61,198	19.2%
Temporary Facility	\$139,971	\$106,463	76.1%
Construction	\$3,000,000	\$115,805	3.9%
Admin Building Remodel	\$191,096	\$0	0.0%
Dept Operation Center (DOC)	\$4,200	\$0	0.0%
Admin/Hqtrs Parking	\$3,000,000	\$11,103	0.4%
Copier Replacement	\$26,000	\$19,922	76.6%
0383 - Command	\$38,321	\$18,313	47.8%
Total Capital & Projects	<u>\$6,920,568</u>	<u>\$436,984</u>	6.3%

COMBINED SUMMARY STATEMENT CASH ASSETS LIABILITIES

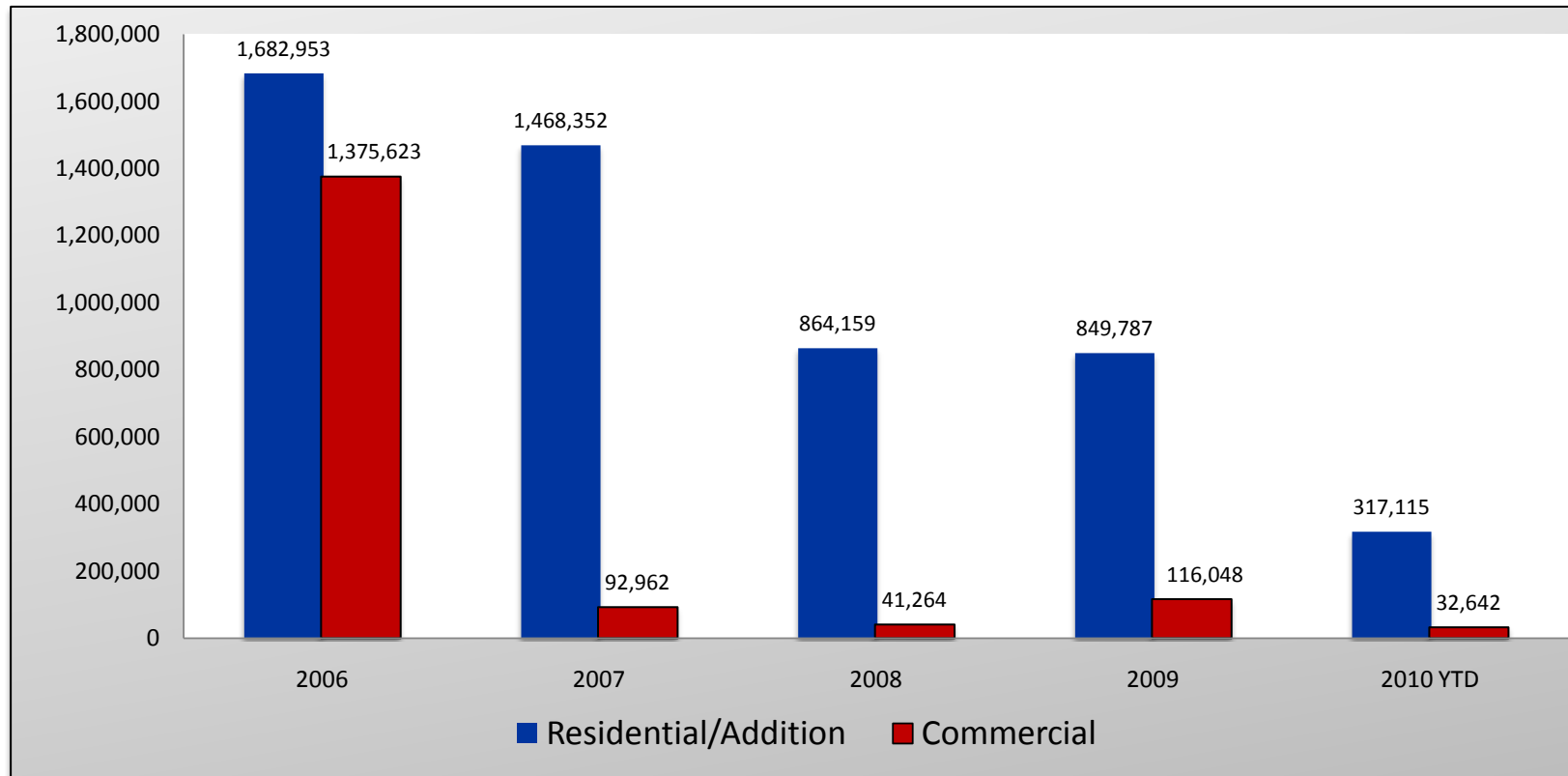
Rancho Santa Fe Fire Protection District
FY 10

	PERIODS					
	30-Jun-09	31-Jul-09	30-Sep-09	31-Dec-09	31-Mar-10	31-Mar-09
Assets						
Current Assets						
Cash	\$ 9,299,704	\$ 8,434,044	\$ 7,240,337	\$ 9,004,219	\$ 8,853,975	\$ 7,645,617
GF Accounts Receivable	\$ 489,298	\$ 453,385	\$ 83,207	\$ 182,651	\$ 125,223	\$ 94,672
ALS (Paramedic)	\$ 41,714	\$ 41,865	\$ 49,219	\$ 49,377	\$ 49,508	\$ 41,511
MDC Reserve	\$ 47,399	\$ 71,571	\$ 71,571	\$ 71,571	\$ 71,727	\$ 47,399
PASIS (Workers Compensation)	\$ 546,014	\$ 547,978	\$ 572,979	\$ 572,979	\$ 572,979	\$ 551,925
PREPAID (Cap Assets)	\$ 58,788	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ASSETS	\$ 10,482,917	\$ 9,548,844	\$ 8,017,313	\$ 9,880,796	\$ 9,673,412	\$ 8,381,124
Liabilities						
Current Liabilities						
Accounts Payable	\$ 268,026	\$ 5,102	\$ 3,295	\$ 3,295	\$ 3,295	\$ 176,332
Accrued Expenses	\$ 210,347	\$ 356,115	\$ 292,799	\$ 212,167	\$ 293,103	\$ 291,577
Other Payables	\$ 62,978	\$ 7,353	\$ -	\$ -	\$ -	\$ 128,726
TOTAL LIABILITIES	\$ 541,350	\$ 368,571	\$ 296,094	\$ 215,461	\$ 296,397	\$ 596,635
Long Term Liabilities						
Contract Compensation	\$ 516,993	\$ 516,993	\$ 511,195	\$ 527,446	\$ 527,446	\$ 405,489
IBNR Liability (Workers Compensation)	\$ 111,199	\$ 111,199	\$ 111,199	\$ 111,199	\$ 111,199	\$ 86,037
Soil Contamination	\$ 6,106	\$ 6,106	\$ 6,106	\$ 6,106	\$ 6,106	\$ 6,106
TOTAL LONG TERM LIABILITIES	\$ 634,298	\$ 634,298	\$ 628,500	\$ 644,751	\$ 644,751	\$ 497,632
Fund Balance						
Restricted Reserves						
ALS / MDC Funds	\$ 82,083	\$ 106,256	\$ 113,610	\$ 113,610	\$ 113,610	\$ 88,912
CalPERS	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ -
PASIS (Workers Compensation)	\$ 436,779	\$ 436,779	\$ 436,779	\$ 436,779	\$ 436,779	\$ 467,452
General Fund Reserves						
Capital Replacement	\$ 3,272,646	\$ 4,048,918	\$ 4,048,918	\$ 4,048,918	\$ 4,048,918	\$ 3,000,000
Operating	\$ 4,250,000	\$ 3,477,273	\$ 1,931,818	\$ 3,477,273	\$ 1,159,091	\$ 1,090,909
Fund Balance Overage/(Deficit)	\$ 1,265,760	\$ (23,251)	\$ 61,594	\$ 444,004	\$ 2,473,865	\$ 2,639,583
TOTAL FUND BALANCE	\$ 9,307,269	\$ 8,545,976	\$ 7,092,720	\$ 9,020,584	\$ 8,732,263	\$ 7,286,856
TOTAL LIABILITIES & FUND BALANCE	\$ 10,482,917	\$ 9,548,844	\$ 8,017,313	\$ 9,880,796	\$ 9,673,412	\$ 8,381,123
Restricted Cash						
Fire Mitigation	\$ 4,809,821	\$ 4,927,093	\$ 4,564,579	\$ 4,683,131	\$ 4,803,657	\$ 4,706,036
FMF Accounts Payable	\$ (362,514)	\$ (362,514)	\$ -	\$ -	\$ -	\$ -
FMF Accounts Receivable	\$ 117,272	\$ -	\$ 118,552	\$ 120,526	\$ 106,647	\$ 80,891
FMF Deposit In Transit	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ 22,695.00
	\$ 4,564,580	\$ 4,564,580	\$ 4,683,131	\$ 4,803,657	\$ 4,910,304	\$ 4,809,622
Combined Fund Total	\$ 15,047,496	\$ 14,113,424	\$ 12,700,444	\$ 14,684,454	\$ 14,583,716	\$ 13,190,745



2010 Total Monthly Hours/Activities

2010	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<i>Activities</i>			2243	2303								
<i>Hours</i>			683.8	536.8								



Year	Res/Add	Comm	Total
2006	1,682,953	1,375,623	3,058,576
2007	1,468,352	92,962	1,561,314
2008	864,159	41,264	905,423
2009	849,787	116,048	965,835
2010 YTD	317,115	32,642	349,757

Comparison 2009/2010 Total Square Footage

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009	68,294	65,561	47,061	62,307	171,971	53,878	148,534	68,269	117,324	7,950	42,794	111,892
2010	64,770	128,133	30,284	126,570								

PLAN REVIEW

RESIDENTIAL PLAN REVIEWS	Number of Structures	Sq Footage
TOTAL	25	98,795
RESIDENTIAL ADDITIONS	Original Sq Footage	Added Sq Footage
TOTAL	24,109	2,381
COMMERCIAL PLAN REVIEWS	Number of Structures	Sq Footage
TOTAL	7	25,394
TOTAL NEW CONSTRUCTION		Sq Footage
Based on permitted Sq footage	Total Added	126,570
FIRE SPRINKLER REVIEWS	Commercial	Residential
TOTAL	3	6
TENANT IMPROVEMENTS	Number of Structures	Sq Footage
TOTAL	3	0
LANDSCAPE REVIEWS	Number of Reviews	Staff Hours
TOTAL	27	31.0

SERVICES PROVIDED- FIRE PREVENTION

DPLU -All Staff	Number	Staff Hours
Project Availability Forms	1	1.0
Approval Letters	4	4.0
TOTAL	5	5.0
INSPECTION SERVICES- All Staff	Number of Inspections	Staff Hours
Undergrounds	3	3.0
Hydros (Fire Sprinklers)	11	11.0
Finals (Structures)	40	21.0
Landscape	6	6.0
Reinspections	7	5.0
Tents/Canopy	3	3.0
Department of Social Service Licensing	3	3.0
Knox/Strobe	7	7.5
Code Enforcement	4	5.5
Engine Company Follow Up	16	13.0
Misc.	5	5.0
TOTAL	105	83.0
HAZARD INSPECTIONS - All Staff	Number of Inspections	Staff Hours
Weed Abatement Inspection	71	16.0
Weed Abatement Reinspection	20	14.0
1st Notice	12	5.0
2nd Notice	8	4.0
Final Notice	3	1.5
Annual Mailers	3	18.0
Homeowner Meeting	5	3.0
TOTAL	122	61.5
GRADING -All Staff	Number of Inspections	Staff Hours
Plan Review	6	6.0
TOTAL	6	6.0

ADMINISTRATIVE SERVICES- FIRE PREVENTION

SPECIAL ACTIVITIES/EDUCATION-All Staff	Number	Staff Hours
Fire Protection Review	1	2.5
Hazmat	1	2.0
Training Classes	16	81.5
Meetings	32	30.5
Scanning	60	6.0
Supervision	3	24.0
TOTAL	113	148.5
FIRE PREVENTION -All Staff	Number	Staff Hours
Incoming Phone Calls	1,388	107.4
Consultations	23	25.0
General Office	50	25.0
TOTAL	1,461	157.4
PUBLIC EDUCATION - PRC	Number	Staff Hours
Update existing info & documents	0	4.0
Compile & write new information	0	4.0
Website Hits	2404	
Social Media (Facebook,Twitter)	173	8.0
Design/Write Brochures , Flyers, etc.	0	2.0
Fire Wire (Quarterly)	0	18.0
Press Releases	0	4.0
Childrens Programs	4	8.0
Child Safety Seat Installations	24	22.0
Prevention Related	0	34.0
Meeting Minutes	1	6.0
TOTAL	202	110.0

ADMINISTRATIVE SERVICES- OFFICE SUPPORT

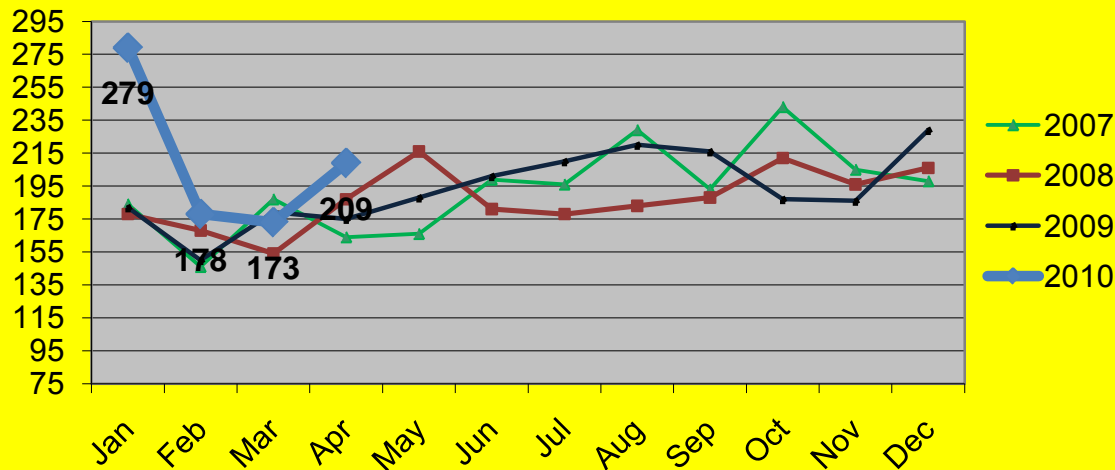
OFFICE COORDINATOR-PREVENTION	Number	Staff Hours
Phone Calls (All Administrative Staff)	1117.0	55.9
Walk in/Counter (All Administrative Staff)	308.0	15.4
Knox Application Request	3.0	0.3
UPS Outgoing Shipments	10.0	0.8
Plan Accepted/Routed	50.0	8.3
Formatting Policies	2.0	2.0
Special Projects:	7.0	10.0
Scanning Documents	60.0	6.0
Deposits	5.0	5.0
Post Office	18.0	11.5
Meetings: Admin Meeting	4.0	2.0
Training Classes: Dealing with Upset Customers	1.0	4.0
TOTAL	1585.0	121.2

Rancho Santa Fe Fire Protection District

Incident Response Report

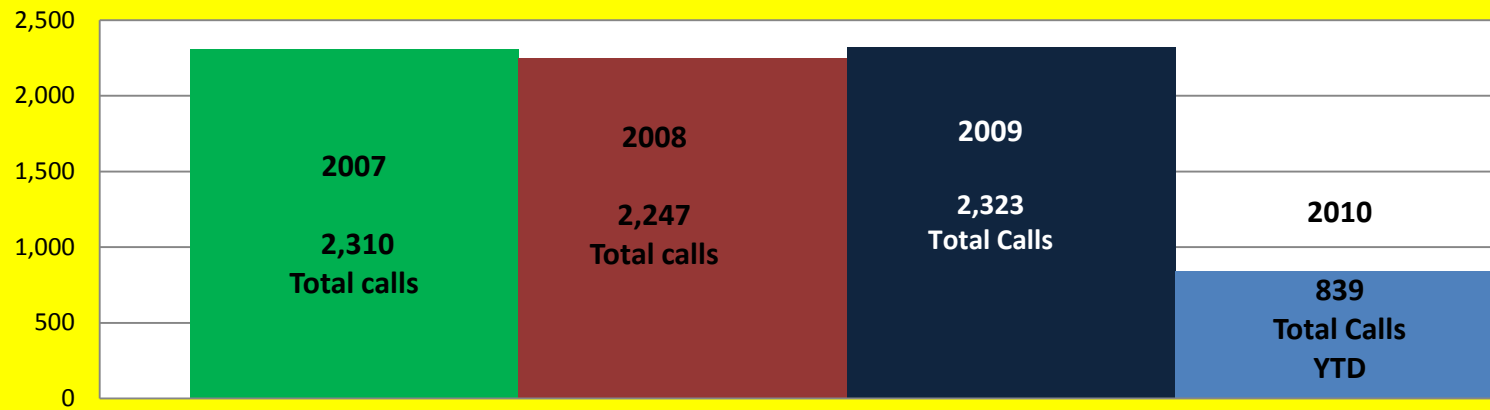
May 2010 Board Report

Four Year Monthly Response Comparison



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Responses
2007													
Responses	184	146	187	164	166	199	196	229	193	243	205	198	2,310
YTD	184	330	517	681	847	1,046	1,242	1,471	1,664	1,907	2,112	2,310	21% increase
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
2008													
Responses	178	168	154	187	216	181	178	183	188	212	196	206	2,247
YTD	178	346	500	687	903	1,084	1,262	1,445	1,633	1,845	2,041	2,247	2.7% decrease

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
2009													
Responses	182	150	179	175	188	201	210	220	216	187	186	229	2,323
YTD	182	332	511	686	874	1,075	1,285	1,505	1,721	1,908	2,094	2,323	3.4% increase
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Responses
2010													
Responses	279	178	173	209									839
YTD	279	457	630	839	839	839	839	839	839	839	839	839	839



Total Calls

Incident Summary by Incident Type

Date Range: From 04/01/2010 To 04/30/2010

Incident Type(s) Selected: All

Incident Type	Incident Count	Used in Ave. Resp.	Average Response Time hh:mm:ss	Total Loss	Total Value
Fire	10	9	00:07:01	\$2,000.00	\$6,000.00
EMS/Rescue	87	86	00:05:55	\$0.00	\$0.00
Hazardous Condition	10	9	00:06:41	\$0.00	\$0.00
Service Call	36	22	00:05:36	\$0.00	\$0.00
Good Intent	45	3	00:05:18	\$0.00	\$0.00
False Call	21	21	00:06:57	\$0.00	\$0.00
Blank or Invalid	7	0		\$0.00	\$0.00
Totals	216	150		\$2,000.00	\$6,000.00


Note: The incident count used in averages does not include the following:

Not Completed incidents, Mutual Aid Given, Other Aid Given, Cancelled in Route, Not Priority, Fill-In Standby, No Arrival and Invalid Dates/Times.

April 2010

April 2010							May 2010						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					


	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Mar 28 - Apr 3	Mar 28	29	30	31	Apr 1	2	3
					9:30am Live Fire Trair 12:00pm Pizza Party; R 1:30pm Live Fire Trair	9:00am RT-130 E2611 1:30pm RT-130 E2612	9:00am RT-130 E2611 1:30pm RT-130 E2612
Apr 4 - 10	4	5	6	7	8	9	10
		9:00am RT-130 E2611 1:30pm RT-130 E2612	8:30am 2611 - New C	9:00am Shift Meeting 1:00pm SCBA Fit testi	9:30am Live Fire Trair 1:30pm Live Fire Trair	9:30am Live Fire Trair 1:30pm Live Fire Trair	SCBA Fit Testing; Sta
Apr 11 - 17	11	12	13	14	15	16	17
	SCBA Fit Testing; Sta	ENC, Del Mar, Solana, Engineer Exam; Training-Calendar					Diesel Opacity Testin
		9:00am RCS 800 Radi	9:00am RCS 800 Radi	SCBA Fit Testing; Sta 8:00am Regional Insti 9:45am VHF Radio Te	SCBA Fit Testing; Sta 8:00am Regional Insti	8:00am ENC Engineer	
Apr 18 - 24	18	19	20	21	22	23	24
		9:00am RT-130 E2613 12:15pm 2612 - Pizza F 1:30pm RT-130 E2614	9:00am RT-130 E2613 1:30pm RT-130 E2614	8:00am Burn Run Boc 9:00am RT-130 E2613 11:00am 2611 Pizza Pa 1:30pm RT-130 E2614	9:00am RCS 800 Radi	9:00am RCS 800 Radi	Co Wildland Drill; Vej
Apr 25 - May 1	25	26	27	28	29	30	May 1
	9:00am Solana Sushi	8:30am Driver Operat 9:00am RCS 800 Radi	8:00am ACLS make up days; ENC Sta5; Training-Calendar Co Wildland Drill; Vej	Co Wildland Drill; Vej	Co Wildland Drill; Vej	9:00am Hose lays E26 1:30pm Hose lays E26	



To all of the
wonderful guys at the
R.S.F. Fire Department. Thank you all
for the caring and compassion that
you gave to me and my family
in our time of need. It is
comforting to know that there is
such an amazing team of professionals
at our local station.

So, please enjoy these
cookies as a sign of my
gratitude.

Many thanks,
Rachel Douglass



4/10/2010.

To Dale Mosby and the crew.

Thank you for your quick attention and advice to go to the hospital. April 4th.

I was discharged Monday at 4:30 PM and I am feeling much better after the checking on Easter Day.

Please accept this check as my token of appreciation.

Bob Fleichman.
3810 Lone Verde Dr.
Pancho Santa Fe
Co. Box 427

STAFF REPORT

NO. 10-07

TO: BOARD OF DIRECTORS
NICHOLAS PAVONE, FIRE CHIEF

FROM: KARLENA RANNALS, ADMINISTRATIVE MANAGER

SUBJECT: GANN LIMIT COMPLIANCE

DATE: MAY 7, 2010



Pursuant to Government Code §7901, special districts may annually choose one of the following by a recorded vote of the governing body:

1. Cost of Living:
 - a. the change in California per capita personal income; or
 - b. the percentage change in the jurisdiction's assessed valuation, which is attributable to nonresidential new construction.
2. Population:
 - a. the change in population within the county;
 - b. the change in population within the unincorporated area of the county;
 - c. the use of specific formula calculations or estimates, permitted for mixed incorporated/unincorporated areas of special districts and/or special districts serving more than one county; or

Each year special districts should perform necessary calculations to determine if year-end proceeds of taxes subject to the limit have exceeded the limit. Preliminary calculations have been made for all revenue received to determine whether this district complies with the appropriations limits established for the current fiscal year. Preliminary calculations show that the district will comply with the appropriation limit.

The following recommendation is submitted for your consideration and/or action:

1. To select the change in California per capital personal income (-2.54%) for the Cost of Living Factor and the change in population within San Diego County Unincorporated (1.52%). (A copy of the State of California Department of Finance Price & Population Data for Local Jurisdictions and SANDAG is provided).
2. The Board may choose to submit population documentation to State Department of Finance Demographic Research Unit for certification by June 1, 2010. Note: there may be a charge by the State for this option. If this option is selected, the District can modify the Gann Limit after supporting documentation is received from the Department of Finance.

May 2010

Dear Fiscal Officer:

Subject: Price and Population Information

Appropriations Limit

The California Revenue and Taxation Code, Section 2227, mandates the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2010, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2010-2011. Enclosure I provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2010-2011 appropriations limit. Enclosure II provides city and unincorporated county population percentage changes, and Enclosure IIA provides county's and incorporated area's summed population percentage changes. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code, Section 2228 for further information regarding the appropriation limit. You can access the Code from the following website: "<http://www.leginfo.ca.gov/calaw.html>" check box: "Revenue and Taxation Code" and enter 2228 for the search term to learn more about the various population change factors available to special districts to calculate their appropriations limit. Article XIII B, Section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. Consult the following website: "http://www.leginfo.ca.gov/const/article_13B" for additional information. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No State agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. Revenue and Taxation Code Section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2010.**

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost-of-living factor to compute their appropriation limit by a vote of their governing body. The cost-of-living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the 2010-2011 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2010-2011	-2.54

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2010-2011 appropriation limit.

2010-2011:

Per Capita Cost of Living Change = -2.54 percent
Population Change = 1.03 percent

Per Capita Cost of Living converted to a ratio: $\frac{-2.54 + 100}{100} = .9746$

Population converted to a ratio: $\frac{1.03 + 100}{100} = 1.0103$

Calculation of factor for FY 2010-2011: $.9746 \times 1.0103 = .9846$

Enclosure II
Annual Percent Change in Population Minus Exclusions
January 1, 2009 to January 1, 2010 and Total Population, January 1, 2010

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2009-2010	1-1-09	1-1-10	1-1-2010
San Diego				
Carlsbad	1.66	105,055	106,804	106,804
Chula Vista	1.56	233,692	237,329	237,595
Coronado	1.64	19,065	19,377	23,916
Del Mar	1.11	4,609	4,660	4,660
El Cajon	1.14	98,512	99,637	99,637
Encinitas	1.21	64,393	65,171	65,171
Escondido	1.46	145,388	147,514	147,514
Imperial Beach	1.16	28,351	28,680	28,680
La Mesa	1.85	57,096	58,150	58,150
Lemon Grove	1.49	25,748	26,131	26,131
National City	3.91	54,153	56,272	57,799
Oceanside	1.51	180,376	183,095	183,095
Poway	1.43	51,322	52,056	52,056
San Diego	1.24	1,348,307	1,365,036	1,376,173
San Marcos	1.11	83,468	84,391	84,391
Santee	1.72	57,064	58,044	58,044
Solana Beach	1.35	13,600	13,783	13,783
Vista	1.10	96,455	97,513	97,513
Unincorporated	1.52	449,489	456,308	503,320
County Total	1.41	3,116,143	3,159,951	3,224,432

(*) Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

FY 10-11 ALTERNATIVE APPORTIONMENT of San Diego LAFCO NET OPERATING COST

Cities and Special Districts Population

Population: Cities¹

1. Carlsbad.....	104,652
2. City of Chula Vista.....	233,108
3. City of Coronado.....	23,028
4. City of Del Mar.....	4,591
5. City of El Cajon.....	98,133
6. City of Encinitas.....	64,145
7. City of Escondido.....	144,831
8. City of Imperial Beach.....	28,243
9. City of La Mesa.....	56,881
10. City of Lemon Grove.....	25,650
11. City of National City.....	56,522
12. City of Oceanside.....	179,681
13. City of Poway.....	51,126
14. City of San Marcos.....	83,149
15. City of Santee.....	56,848
16. City of Solana Beach.....	13,547
17. City of Vista.....	96,089

Population: Special Districts²

1. Alpine FPD.....	15,665
2. Bonita Sunnyside FPD.....	13,705
3. Borrego Springs FPD.....	2,901
4. Borrego Springs Park CSD ³	3,834
5. Borrego WD.....	3,359
6. Canebrake County WD.....	149
7. Cuyamaca WD.....	377
8. Deer Spring FPD.....	11,989
9. Descanso CSD.....	655
10. East County FPD ⁴	11,980
11. Fairbanks Ranch CSD.....	1,624
12. Fallbrook HCD.....	55,642
13. Fallbrook PUD.....	34,368
14. Greater San Diego RCD.....	1,348,925
15. Grossmont HCD.....	495,699
16. Helix WD.....	263,284
17. Jacumba CSD.....	392
18. Julian CSD.....	292
19. Julian-Cuyamaca FPD.....	3,519
20. Lake Cuyamaca Rec/Park.....	451

21. Lakeside WD.....	32,867
22. Lakeside FPD.....	63,192
23. Leucadia County WD.....	59,734
24. Lower Sweetwater FPD.....	2,150
25. Majestic Pines CSD.....	1,029
26. Mission RCD.....	117,610
27. Moutamai MWD.....	382
28. Morro Hills CSD.....	1,027
29. North County Cemetery.....	243,526
30. North County FPD.....	50,420
31. Olivenhain MWD.....	66,088
32. Otay WD.....	199,608
33. Padre Dam MWD.....	101,410
34. Palomar Pomerado HCD.....	498,360
35. Pauma MWD.....	146
36. Pauma Valley CSD.....	1,013
37. Pine Valley FPD.....	2,292
38. Pomerado Cemetery.....	178,552
39. Questhaven MWD.....	4
40. Rainbow MWD.....	19,149
41. Ramona Cemetery.....	35,361
42. Ramona MWD.....	34,448
43. Rancho Santa Fe CSD.....	7,224
44. Rancho Santa Fe FPD.....	27,751
45. Rincon Del Diablo MWD.....	122,319
46. Rincon Ranch CSD.....	168
47. San Diego Rural FPD.....	22,539
48. San Luis Rey MWD.....	100
49. San Miguel Con FPD.....	126,479
50. Santa Fe Irrigation District.....	19,500
51. South Bay Irrigation District.....	121,534
52. Tri City HCD.....	369,695
53. Upper San Luis Rey RCD.....	9,667
54. Vallecitos Water District.....	89,953
55. Valley Center Cemetery.....	21,232
56. Valley Center CSD.....	20,910
57. Valley Center FPD.....	14,591
58. Valley Center MWD.....	24,546
59. Vista FPD.....	18,372
60. Vista Irrigation District.....	123,815
61. Whispering Palms CSD.....	3,214
62. Wynola WD.....	87
63. Yuima MWD.....	1,674

¹ Source: Calif. Dept. of Finance E-1 City/County Population Estimates, January 2009

² Source: SANDAG estimates generated from 2009 Census; updated, January 2010

³ Borrego Springs Park CSD consolidated with Borrego WD as of February 9, 2009

⁴ East County FPD consolidated with San Miguel Cons FPD as of July 3, 2008

DRAFT AIA[®] Document A101[™] - 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the [] day of [] in the year []
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

Rancho Santa Fe Fire Protection District
16936 El Fuego
Rancho Santa Fe, California 92067

and the Contractor:
(Name, address and other information)

Ledcor Construction, Inc.
6405 Mira Mesa Blvd., Suite 100
San Diego, CA 92121

for the following Project:
(Name, location and detailed description)

Fairbanks Ranch Fire Station Construction Project
6424 El Apajo
Rancho Santa Fe, California
Demolition of existing fire station and construction of new fire station for the Fairbanks Ranch community in Rancho Santa Fe, California
Construction of the fire station project under contract and in accordance with the plans, specifications, and drawings as authorized by the Rancho Santa Fe Fire Protection District.

The Architect:
(Name, address and other information)

Jeff Katz Architecture, Sole Proprietorship
6353 Del Cerro Boulevard
San Diego, CA 92120
Telephone Number: 619-698-9177

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
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- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

May 24, 2010

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than three hundred sixty-five calendar days (365) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

N/A

Portion of Work

N/A

Substantial Completion Date

May 24, 2010

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

See Addendum to Agreement

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be four million five hundred forty thousand dollars (\$ 4,540,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item

N/A

Units and Limitations

-N/A

Price Per Unit

-N/A

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

N/A

Price

-N/A

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the twenty-sixth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty days (30) days after the Architect receives the Application for Payment.

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Provision 5.1.8.1, As provided in Article 9, paragraph 9.3.1.3 of the Supplementary Conditions of the Contract for Construction: Until final completion, the Owner shall pay ninety percent (90%) of the amount due to the Contractor on account of progress payments.

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

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

The Owner's final payment shall be made no later than 35 days after the recorded Notice of Completion.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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

N/A

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

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

☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

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

per annum

§ 8.3 The Owner's representative:

(Name, address and other information)

Nicholas Pavone

16936 El Fuego

Rancho Santa Fe, California 92067

§ 8.4 The Contractor's representative:

(Name, address and other information)

Russell Hamilton

-6405 Mira Mesa Blvd., Suite 100

San Diego, CA 92121

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary Conditions	Instructions to Bidders	March 29, 2010	2
Supplementary Conditions	General Conditions	March 29, 2010	14

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit: [Fairbanks Ranch Fire Station Technical Specifications Manual \(March 29, 2010\)](#)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: [Fairbanks Ranch Fire Station Drawings \(March 29, 2010\)](#)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addenda No. 1	April 15, 2010	2 pages (13 PDF's)
Addenda No. 2	April 22, 2010	8 pages (26 PDF's)
Addenda No. 3	April 26, 2010	3 pages (2, PDF's)

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

N/A

- 2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

[.2.1 Notice to Invite Bids](#)

[.2.2 Bid Proposal Form](#)

[.2.3 Bid Schedule and Alternates](#)

.2.4 Cost Breakdown Summary
.2.5 Extended Delay Form
.2.6 Bid Security Form for Check
.2.7 Bid Security for Bond Form
.2.8 Non-Collusion Affidavit
.2.9 Worker's Compensation Certificate
.2.10 List of Subcontractors
.2.11 Information Required of Bidder
.2.12 Addendum to Agreement

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)
Labor and Materials Bond	50% of contract sum amount (\$2,270,000.00)
Performance Bond	100% of contract sum amount (\$4,540,000.00)
Bid Security Bond	10% of contract sum amount (\$454,000.00)
Insurance Requirements and Limitations	As provided in Article 11 of the Supplementary Conditions and General Conditions of the Contract AIA201-2001

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

OWNER (Signature)

[Nicholas Pavone, Fire Chief](#)
(Printed name and title)

CONTRACTOR (Signature)

[Russell Hamilton, Regional Manager](#)
(Printed name and title)

ADDENDUM TO AGREEMENT

THIS ADDENDUM modifies, deletes and adds to that certain STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR (AIA Document A101- 2007) dated May __, 2010 (including General Conditions of the Contract for Construction AIA Document A201- 2001 as well as any Supplementary Conditions, Other Conditions and Addenda referenced therein) (“Agreement”) by and between _____, a California corporation ("Contractor") and RANCHO SANTA FE FIRE PROTECTION DISTRICT, a political subdivision ("Owner").

WHEREAS, Owner and Contractor are or have entered into the Agreement for the construction of a fire station as described in the Agreement (“Project”); and

WHEREAS, Owner and Contractor agree that this addendum shall become and is a part of the Agreement.

NOW THEREFORE, the parties agree as follows:

1. Paragraph 5.3 is hereby added as follows:

5.3 Budget Problems. Contractor acknowledges and agrees that Owner is a public entity formed and operating under the Fire Protection District Law under California Health and Safety Code Section 13800 et. seq. and as such may have financial constraints due to budgetary issues and funding which may significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget. Further financial constraints due to budgetary issues and funding may result in the suspension or termination of the Agreement. In the event of suspension or termination of the Agreement Contractor shall be paid for work completed thru the date of termination or suspension.

2. Paragraph 8.7 is hereby added as follows:

8.7 Contractors Licence. Contractor warrants that it is and shall at all times will be a licensed contractor by the State of California. Contractor shall during the term of this Agreement immediately notify Owner of any suspension, revocation or disciplinary proceedings brought against its license.

3. Paragraph 8.8 is hereby added as follows:

8.8 Satisfaction. Contractor agrees to perform all work under this Agreement herein to the complete satisfaction of Owner according to a schedule specified in this Agreement.

4. Paragraph 8.9 is hereby added as follows:

8.9 Records. Contractor shall make available to Owner for examination all of its records with respect to matters covered by this Agreement and will permit Owner to audit, examine and/or copy such records as frequently as Owner deems necessary. All examines, audits and/or copying shall occur at Contractor's offices during normal business hours. Contractor shall retain all records regarding the Project including financial records for a period of not less than five (5) years after completion of the Project or termination of this Agreement whichever occurs later.

5. Paragraph 8.10 is hereby added as follows:

8.10 Performance. Contractor warrants that it shall perform all work under this Agreement in a professional and complete manner consistent with work performed by like kind contractors in the community of Owner.

6. Paragraph 8.11 is hereby added as follows:

8.11 Subcontractor Licenses. Contractor warrants and assure that at all times those subcontractors working for Contractor who are required to be licensed by the State of California are and shall remain licensed and insured. Contractor shall during the term of this Agreement immediately notify Owner of any suspension, revocation or disciplinary proceedings brought against the license of any subcontractor or said subcontractor becomes uninsured.

7. Paragraph 8.12 is hereby added as follows:

8.12 Subcontracts. The Owner shall have the authority to approve changes of, or additions of, subcontractors. Such permission shall be requested in writing and must be approved in writing. Nothing contained in the contract documents shall be held to create a direct contractual relationship between any subcontractor and the Owner.

8. Paragraph 8.13 is hereby added as follows:

8.13 Debarment of Contractors and Subcontractors. In accordance with the provisions of the California Labor Code, Contractor or subcontractors may not perform work on a

public works project with a subcontractor who is ineligible to perform to work on a public pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contract on the Project shall be returned to the District. Contractor, shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

9. Paragraph 8.14 is hereby added as follows:

8.14 Right to Withhold Payment. Owner may withhold or nullify the whole or any part of any payment due the Contractor to such extent as may be reasonably necessary to protect the District from loss as a result of:

- a. Defective work not remedied in accordance with provisions of the Contract Documents
- b. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens
- c. Failure of the Contractor to make payments properly for labor, services, materials, equipment or other facilities or to subcontractors
- d. Damage to other work or property
- e. Failure of the Contractor to maintain all records as required; to submit progress schedules, certified weekly payroll records and any other such items as may be required by these specifications

10. Paragraph 8.15 is hereby added as follows:

8.15 Guarantee. Contractor guarantees all materials and workmanship and agrees to repair at its sole cost and expense, and to the satisfaction of Owner, any and all materials adjudged defective or improperly installed as well as hold harmless and indemnify Owner against all claims, liability, loss or damage arising from said installation during a period of two year from completion and acceptance of the work covered by the contract.

11. Paragraph 8.16 is hereby added as follows:

8.16 Liens. Contractor shall at all times indemnify and save Owner harmless

against all liability for claims and liens for labor performed or materials used or furnished to be used on the job, including any costs and expenses for attorney's fees and all incidental or consequential damages resulting to Owner from such claims or liens. Further, in case suit on such claim is brought Contractor shall defend said suit at his own cost and expense, and will pay and satisfy any such lien or judgment as may be established by the decision of the court in said suit. CONTRACTOR AGREES WITHIN TEN (10) days after written demand to cause the effect of any suit or lien to be removed from the premises, and in the event Contractor shall fail so to do, Owner is authorized to use whatever in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed and the cost thereof, together with reasonable attorney's fees, shall be immediately due and payable to Owner by Contractor. Contractor may litigate any such lien or suit provided it causes the effect thereof to be removed, promptly in advance, from the premises.

It is understood and agreed that the full and faithful performance of this Agreement on the part of the Contractor (including the payment of any obligations due from Contractor to Owner, and any amounts due to labor or materialmen furnishing labor or material for said work) is a condition precedent to Contractor's right to receive payment for the work performed, and any monies paid by Owner to Contractor under the terms of this Agreement shall be impressed with a trust in favor of labor and materialmen furnishing labor and material to Contractor on the work herein sub-contracted.

12. Paragraph 8.17 is hereby added as follows:

8.17 Independent Contractor. Contractor is an independent contractor and shall, at its sole cost and expense, and without increase in the Contract Price, comply with all laws, rules, ordinance, and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits and licenses therefor; pay all manufacturers' taxes, sales taxes, processing taxes, and all federal and state taxes, insurance and contribution for Social Security and Unemployment which are measured by wages, salaries, or other remunerations paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations.

13. Paragraph 8.18 is hereby added as follows:

8.18 Damages Caused by Delays. Should Contractor default in the proper performance of its work, it shall be liable for any and all loss and damages, including liquidated damages. Contractor shall not be liable under this paragraph if such default be caused by acts of God, or other reasons beyond the control of Contractor, concerning which, however, notice of occurrence of same shall be given in writing immediately by Contractor to Owner.

Notwithstanding any contrary provision in this Contract, should any of Contractors' employees or suppliers engage in a strike or sympathy strike or cease work due to picketing or any other work stoppage or activity, such action shall not relieve Contractor of its obligation under this Contract to supply a sufficient number of skilled workmen to perform the work covered by this Contract. Should Contractor be unable to supply a sufficient number of skilled workmen to perform the work on a timely basis, Owner may at its option consider such action as a failure of performance under this Contract and Owner may exercise its rights as described in this Contract. The existence of a labor dispute shall not excuse a failure of performance nor shall it have any effect upon Owner's selection of remedies for that failure of performance.

14. Paragraph 8.19 is hereby added as follows:

8.19 LIQUIDATED DAMAGES. PRIOR TO ENTERING INTO THIS AGREEMENT, OWNER AND CONTRACTOR HAVE BEEN CONCERNED WITH THE FACT THAT SUBSTANTIAL DAMAGES WILL BE SUFFERED BY OWNER IN THE EVENT CONTRACTOR SHALL FAIL TO PERFORM ITS OBLIGATION UNDER THIS AGREEMENT TO DELIVER THE PROJECT ON TIME. WITH THE FLUCTUATION IN CONSTRUCTION COSTS, THE UNPREDICTABLE STATE OF THE ECONOMY AND OF GOVERNMENTAL REGULATIONS, AND OTHER FACTORS WHICH DIRECTLY AFFECT THE PROJECT, IT IS REALIZED BY THE PARTIES THAT IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE, IF NOT IMPOSSIBLE, TO ASCERTAIN WITH ANY DEGREE OF CERTAINTY THE AMOUNT OF DAMAGES WHICH WOULD BE SUFFERED BY OWNER IN THE EVENT OF CONTRACTORS' FAILURE TO PERFORM ITS OBLIGATION UNDER THIS AGREEMENT TO DELIVER THE PROJECT ON TIME. THE PARTIES, HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL COMPENSATORY DAMAGES OWNER WOULD SUFFER IN THE EVENT OF CONTRACTOR'S FAILURE TO PERFORM ITS OBLIGATION UNDER THIS AGREEMENT TO DELIVER THE PROJECT ON TIME, HEREBY AGREE THAT THE REASONABLE ESTIMATE OF SAID DAMAGES IS \$500 A DAY FOR THE DAYS THE PROJECT IS DELAYED, AND IN THE EVENT OF CONTRACTOR'S FAILURE TO PERFORM ITS OBLIGATION UNDER THIS AGREEMENT TO DELIVER THE PROJECT ON TIME, SO LONG AS SUCH FAILURE IS NOT CAUSED BY OWNER, OWNER SHALL BE ENTITLED TO OBTAIN FROM CONTRACTOR THE SUM OF \$500 A DAY FOR THE DAYS THE PROJECT IS

DELAYED, AS LIQUIDATED DAMAGES. PAYMENT OF SUCH AMOUNT BY CONTRACTOR SHALL CONSTITUTE LIQUIDATED DAMAGES TO OWNER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THIS SECTION 8.19 SHALL NOT APPLY TO AN ACTION FOR DAMAGES RESULTING FROM CONTRACTOR'S BREACH OF ITS INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, BUT SHALL SOLELY RELATE TO DAMAGES CAUSED BY CONTRACTOR'S FAILURE TO PERFORM ITS OBLIGATION UNDER THIS AGREEMENT TO DELIVER THE PROJECT ON TIME.

15. Paragraph 8.20 is hereby deleted and the following Paragraph 18.2 is added:

8.20 Governing Law. This Agreement shall be interpreted, construed, governed and enforced according to the laws of the State of California irrespective of California's choice of law principals.

16. Paragraph 8.21 is hereby added as follows:

8.21 Attorney's Fees. If any legal or equitable action, arbitration, or other proceeding, whether on the merits or on motion, are brought or undertaken, or an attorney retained, to enforce this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, then the successful or prevailing party or parties in such undertaking shall be entitled to recover reasonable attorneys' and other professional fees and other costs incurred in such action, proceeding, or discussions, in addition to any other relief to which such party may be entitled.

17. If the terms of this addendum are in conflict or inconsistent with the terms of the Agreement then the terms of this addendum shall control.

18. Except as modified herein, all the terms and conditions of the Agreement shall remain in full force and effect.

[signatures to follow on next page]

THIS ADDENDUM is entered into this ____ day of May, 2010, at San Diego, California.

"Owner"

RANCHO SANTA FE FIRE PROTECTION DISTRICT
a political subdivision

By: _____
Nicholas Pavone, Fire Chief

"Contractor"

a California corporation

By: _____
Name: _____
Its: _____

RSF Construction Contract 5.2010.add.wpd

SUPPLEMENTARY CONDITIONS
Instructions to the Bidders, Document A701-1997

These Supplementary Conditions, dated March 29, 2010, modify, delete or add to the preceding Instructions to the Bidders, AIA Document A701-1997, Articles 1 through 8 inclusive. Where a portion of the Instructions to Bidders is modified or deleted by the SUPPLEMENTARY CONDITIONS, the unaltered portion of the Instructions to Bidders shall remain in effect.

The Instructions to Bidders shall be amended as follows:

ARTICLE 3 - BIDDING DOCUMENTS

PARAGRAPH 3.2 - INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Modify subparagraph 3.2.2 as follows:

In line 2, **DELETE** seven and **SUBSTITUTE** ten.

ARTICLE 4 - BIDDING PROCEDURES

PARAGRAPH 4.5 - PRE-BID CONFERENCE

ADD the following text:

4.5 A mandatory Pre-Bid Conference and Job Walk is set for April 12, 2010 at 10 a.m. The conference will be held at the Rancho Santa Fe Fire Station Four Training Room, 18040 Calle Ambiente, Rancho Santa Fe, CA. A job walk of the site at 6424 El Apajo will follow immediately after the conference. It is mandatory for submitting a proposal that all contractors attend this meeting. Failure to meet with the project manager will automatically disqualify your bid.

ARTICLE 5 - CONSIDERATION OF BIDS

Delete PARAGRAPH 5.1 and substitute the following:

5.1 OPENING OF BIDS

Properly identified Bids, if received on time, will not be publicly opened and read aloud. An abstract of the Bids may be available to Bidders.

ARTICLE 6 - POST BID INFORMATION

Delete PARAGRAPH 6.1 and substitute the following:

6.1 INFORMATION REQUIRED OF BIDDER FORM

Bidders shall submit a properly completed Information Required of Bidder form at the time of submittal of bids.

ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

DELETE subparagraphs 7.1.2 and 7.1.3 and substitute:

- 7.1.2 The selected bidder shall furnish, upon execution of the contract, a Performance Bond for one hundred percent (100%) of the contract price and a separate Labor and Material Bond for fifty percent (50%) of the contract amount.

SUPPLEMENTARY CONDITIONS
General Conditions of the Contract for Construction, Document A201 - 2001

These "Supplementary Conditions", dated March 29, 2010, modify, delete or add to the preceding "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", AIA Document A201, Fifteenth Edition, date 2001, Articles 1 through 15, inclusive. Where a portion of the General Conditions is modified or deleted by these SUPPLEMENTARY CONDITIONS, the unaltered portions of the General Conditions shall remain in effect.

The General Conditions shall be amended as follows:

ARTICLE 1 - GENERAL PROVISIONS

PARAGRAPH 1.1 - BASIC DEFINITIONS:

MODIFY subparagraph 1.1.1 as follows:

Delete the last sentence and substitute the following: "The contract documents also include the following documents: Notice Inviting Bids, Instructions to Bidders, Proposal, Bid Security, Performance Bond, AIA Form, "Non-Collusion Affidavit", Worker's Compensation Certificate, Information Required of Bidder, List of Subcontractors and Vendors.

ADD subparagraph 1.1.9 as follows:

1.1.9 Miscellaneous Definitions:

1.1.9.1 Where the words "equal", "approved equal", "equivalent", "satisfactory", "directed", "designated", "selected", "as required" and words of similar meanings are used, the written approval, selection, satisfaction direction, or similar action of the District or District's authorized representative is required.

1.1.9.2 Words such as "shown", "indicated", "detailed", "noted", "scheduled", or words of similarly meaning shall mean that reference is made to the drawings unless otherwise noted.

1.1.9.3 Where the words "required", and words of similar meaning are used, it shall mean "as required to properly complete the Work and as required by the Architect/Owner", unless stated otherwise.

1.1.9.4 Where the words "provide" or "perform" are used, it is understood and intended to mean that the Contractor, at his expense, shall furnish and install the Work, complete in place and ready for use, including furnishing of necessary labor, materials, tools, equipment and transportation. These definitions apply the same to future, present and past tenses, except the word "provided" may mean "contingent upon" where such is the context.

1.1.9.5 The words "Owner", "District" shall mean the same and shall be the Rancho Santa Fe Fire Protection District.

PARAGRAPH 1.2 - CORRELATION AND INTENT:

ADD the following to subparagraph 1.2.1:

. . . In the specifications the "Summary" paragraph is intended to be a broad general statement of the construction activities covered in that section. The list of the principal construction activities covered, and the listing of related construction activities specified in other sections are not intended to be all inclusive of the construction activities included or not included, but general in nature. It shall be the responsibility of the Contractor to determine for himself/herself the full extent of all construction activities that will be required for a proper completion of the

Project. No responsibility, either direct or implied, will be assumed by either the Architect or owner for omissions or duplications by the Contractor due to the arrangement of matter in the Contract Documents. It shall be part of the Contractor's responsibility to properly coordinate such matters.

ADD subparagraph 1.2.4 as follows:

1.2.4 Drawings are intended to show general arrangement, design and extent of the Work and are partly diagrammatic. As such, they are not intended to be scaled for measurements or to serve as shop drawings.

ARTICLE 2 - OWNER

PARAGRAPH 2.2 - INFORMATION AND SERVICES REQUIRED BY THE OWNER:

DELETE subparagraph 2.2.1 in its entirety.

ADD subparagraph 2.2.3.1 as follows:

2.2.3.1 The Owner shall furnish, as indicated in the Contract Documents, the property of interests therein, upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Owner unless otherwise provided in the Contract Documents. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided that Contractor shall not enter upon nor use any property not under the control of Owner until a written temporary construction easement agreement has been executed by Contractor and the property owner and a copy of said easement furnished to Owner before said use; and Owner shall not be liable for any claims or damages resulting from Contractor's unauthorized trespass or use of any such properties.

ADD subparagraph 2.2.3.2 as follows:

2.2.3.2 The parties acknowledge the provisions of Section 4215 of the California Government Code which provides that in any contract to which a public agency as defined by Section 401 is a party, the public agency shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids. The agency will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such facilities.

Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as building, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the public agency from identifying main or trunk lines in the plans and specifications.

If Contractor, while performing the contract, discovers utility facilities not identified by the public agency in the contract plans or specifications, shall immediately notify the Owner, verbally and in writing.

DELETE subparagraph 2.2.5 and substitute the following:

2.2.5 The Contractor will be provided a Project Manual with all project documents including one (1) CD containing PDF's of all Drawings and Specifications used in bidding for the purpose of construction of the Work for a non-fundable fee of \$195.00. Additional copies may be purchased by the Contractor at the cost of reproduction.

ARTICLE 3 - CONTRACTOR

PARAGRAPH 3.1 - GENERAL

ADD subparagraphs 3.1.4 and 4.1.5 as follows:

3.1.4 Contractors State Contractor's License Number is _____.

3.1.5 Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.

PARAGRAPH 3.3 - SUPERVISION AND CONSTRUCTION PROCEDURES:

ADD the following clauses 3.3.1.1 and 3.3.1.2 to subparagraph 3.3.1:

3.3.1.1 If specific Construction or installation procedures are indicated or specified or if such procedures are recommended by the manufacturer, the Contractor shall review these procedures before implementing such procedures and shall advise the Owner, in writing:

1. if the specified or recommended procedure deviates from good construction practice.
2. if the following procedure will affect any warranties including the Contractor's general warranty;
or
3. if the Contractor has any other objections to the procedure;
4. or alternate procedures that the Contractor will warrant.

3.3.1.2 Failure to advise the Owner of objectionable procedures before implementing such procedures, will be interpreted as acceptance by the Contractor of such procedures.

PARAGRAPH 3.4 - LABOR AND MATERIALS:

ADD subparagraph 3.4.4 and 3.4.5 as follows:

3.4.4 By making request for substitution based on Subparagraph 3.4.3 above, the Contractor:

1. represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, (which if required will be paid for by the Contractor), and waives all claims for additional costs related to the substitution which subsequently became apparent; and

4. will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.4.5 Within sixty (60) calendar days after the date of "Notice to Proceed," the Contractor shall submit to the Owner copies of all invoice acknowledgement from the manufacturers or suppliers that all materials, products or equipment required under this Contract have been ordered. If, in the event any material, product or equipment cannot be obtained, submit a letter so stating from the manufacturer or supplier. Substitutions will not be granted at a later date because of unavailable materials, products or equipment, unless conditions are beyond the control of the Contractor.

PARAGRAPH 3.5 - WARRANTY:

ADD paragraph 3.5.1 as follows:

3.5.1 The Contractor shall not exempt from these warranty provisions any proprietary products or any specific construction procedures specified in these Contract Documents, unless the Contractor advises the Owner, in writing, of any objections to the products or procedures indicated or specified before installing the product or implementing the procedure.

PARAGRAPH 3.7 - PERMITS, FEES AND NOTICES:

DELETE paragraph 3.7.1 and substitute the following:

3.7.1 The Owner will secure and pay for the permits and fees listed below. The Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Contract which are legally required when bids are received or negotiations concluded.

1. County and State Plan Check fees.
2. Utility company fees and assessments.
3. Building permit fees.
4. Utility connection fees.

3.7.1.1 In addition to those permits which are customarily secured after the execution of the contract and which are legally required at the time the bids are received, the Contractor shall further secure and pay for the following permits and governmental fees, licenses and inspections necessary for the execution of the Work:

1. All other construction fees.

PARAGRAPH 3.18 - INDEMNIFICATION:

MODIFY subparagraph 3.18.1 as follows:

In line 5, after "but not limited to attorney's fees", add the following: "architects fees, engineers fees, and other professional fees, including court and arbitration costs."

ARTICLE 4 - ARCHITECT

PARAGRAPH 4.2 - ADMINISTRATION OF THE CONTRACT:

ADD the following language to 4.1.1 at the end of the paragraph as follows:

The owner may act as the Architect's authorized representative in the administration of the project.

ADD the following clause 4.2.4.1 to paragraph 4.2.4 as follows:

4.2.4.1 Direct communications between Owner and Contractor that affect the performance or administration of the contract shall be made or confirmed in writing. If such communication represents a modification of the Contract requirements, such modifications shall be documented in accordance with Article 7, changes in the Work.

MODIFY subparagraph 4.2.7 as follows:

In lines 2 and 3, delete "review and approve or take other appropriate action: and substitute "review and take appropriate action".

ARTICLE 7 - CHANGES IN THE WORK

PARAGRAPH 7.3 - CONSTRUCTION CHANGES DIRECTIVES:

MODIFY subparagraph 7.3.6 as follows:

In lines 4 and 5, delete "a reasonable allowance for profit and overhead" and substitute "an allowance for overhead and profit in accordance with the schedule set forth in subparagraph 7.3.11.

DELETE the last sentence of subparagraph 7.3.8.

ADD subparagraph 7.3.11 as follows:

7.3.11 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change over \$200.00 be approved without such itemization.

ADD subparagraph 7.3.12 as follows:

7.3.12 The allowance for overhead and profit combined, included in the total cost of the owner, shall be based on the following schedule:

1. Prime Contractor can mark up five percent (5%) for overhead and ten percent (10%) profit for any work performed by the Contractor's own forces.
2. Prime Contractor can mark up ten percent (10%) for work performed by his subcontractors on subcontractor change orders.
3. Subcontractor can mark up 5% for overhead and 10% for any work performed by the subcontractor's own forces.
4. Subcontractor can mark up ten percent (10%) for work performed by his subcontractors tier subcontractor change orders.

5. Cost to which overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.6.

ARTICLE 9 - PAYMENTS AND COMPLETION

PARAGRAPH 9.3 - APPLICATION FOR PAYMENT:

ADD the following to subparagraph 9.3.1:

. . . The form of application for payment shall be AIA Document G-702-1992, Application and Certificate for Payment, supported by AIA Document G-703-1992, Continuation Sheet.

ADD the following clause 9.3.1.3 to subparagraph 9.3.1:

9.3.1.3 Until final completion, the Owner shall pay ninety percent (90%) of the amount due the Contractor on account of progress payments.

PARAGRAPH 9.10 - FINAL COMPLETION AND FINAL PAYMENT:

DELETE subparagraph 9.10.1 and substitute the following:

9.10.1 Upon receipt of notice that the Work is ready for final inspection and acceptance, the Owner or agent will promptly make such inspection and, when the Owner or agent finds the Work acceptable under the Contract Documents, and the Work fully performed, the "Notice of Completion" will be filed. Upon receipt of a final Application for Payment, but not less than sixty (60) days after the recording of the "Notice of Completion", the Owner will issue a final certificate for Payment stating that to the best of the Owner's knowledge, information and belief, and on the basis of the Owner's observations, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate, is due and payable. The Owner's final Certificate for Payment will constitute a further representation that the conditions listed in subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

ADD the following new paragraph 9.11 to Article 9:

9.11 Liquidated damages: If the Contractor fails to substantially complete the Work within 365 calendar days (or otherwise agreed upon between owner and contractor) from the date of the Notice to Proceed, the Contractor and the Contractor's Surety, if any, shall be liable for and shall pay the Owner as liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each calendar day of delay for each building until the Work is substantially complete.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

PARAGRAPH 10.1 - SAFETY PRECAUTIONS AND PROGRAMS:

ADD the following to the last sentence in paragraph 10.1:

. . . including, but not limited to, the preparation and maintaining of a written job specific safety plan prior to commencement of the work.

PARAGRAPH 10.2 - SAFETY OF PERSONS AND PROPERTY:

ADD the following to subparagraph 10.2.1:

... This requirement will apply continuously and not be limited to normal working hours.

ADD the following clause 10.2.1.4 to subparagraph 10.2.1:

10.2.1.4 To the extent that the work is located in public right-of-way or on property which is open to the public, the Contractor shall give good and adequate warning to the public of each and every dangerous condition resulting from the work and shall take all reasonable actions to protect the public from those conditions.

ADD the following clause 10.2.4.1 to subparagraph 10.2.4:

10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the owner 48 hours advance written notice.

ARTICLE 11 - INSURANCE

PARAGRAPH 11.1 - CONTRACTOR'S LIABILITY INSURANCE:

DELETE the semicolon at the end of clause 11.1.1.1 and ADD:

... , including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;

DELETE the semicolon at the end of clause 11.1.1.2 and ADD:

... or persons or entities excluded by statute from the requirements of clause 11.1.1.1, but required by the Contract Documents to provide the insurance required by that clause;

ADD the following subparagraph 11.1.1.9 as follows:

11.1.1.9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C and U coverage as applicable).
2. Independent Contractor's Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including completed Operations.

ADD the following subparagraph 11.1.1.10 as follows:

11.1.1.10 All General Liability Coverage shall be an "Occurrence" type policy, however, if the General Liability coverage are provided by a Commercial General Liability Policy on a "claims made" basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than one (1) year following the date of Substantial Completion, certified in accordance with subparagraph 9.10.2.

ADD the following clause 11.2.1 to paragraph 11.2:

11.2.1 The insurance required by subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Worker's Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
(e.g. Longshoreman's)
 - c. Employer's Liability: \$3,000,000. per Accident
\$3,000,000. Disease, Policy Limit
\$3,000,000. Disease, Each Employee
2. Comprehensive or Commercial General Liability (including Premises-Operations, Independent Contractor's Protective, Products and Completed Operations, Broad Form Property Damage, Contractual Liability, Business Auto Liability, including owned, non-owned and hired vehicles):
 - a. Minimum \$3,000,000 combined single limit for both bodily injury and property damage.
 - b. Products and Completed Operations to be maintained for a minimum of five (5) years after final payment.
3. Personal Injury, with Employment Exclusion deleted: \$3,000,000.00 combined single limit.
4. If the General Liability coverage are provided by a Commercial Liability policy, the following will apply:
 - a. General Aggregate shall be not less than \$3,000,000.00 and it shall apply, in total, to this Project only.
 - b. Fire Legal Liability Limit shall be no less than \$150,000.00 on any one Fire.
 - c. Medical Expense Limit shall be no less than \$50,000.00 on any one person.
5. Umbrella Excess Liability:

Minimum \$5,000,000.00 (including primary policy) \$2,000,000.00 over primary insurance.

\$10,000.00 retention for self-insured hazards each occurrence.

SUBPARAGRAPH 11.2 - OWNER'S LIABILITY INSURANCE:

DELETE paragraph 11.2 and SUBSTITUTE the following:

The Contractor will not be required to purchase and maintain separate insurance covering the Owner's contingent liability, however, the Contractor will name the Owner and Architect as additional insured on all applicable general liability and excess umbrella liability policies.

PARAGRAPH 11.3 - PROPERTY INSURANCE:

ADD the following sentence to clause 11.3.1.1:

The form of policy for this coverage shall be Completed Value.

DELETE clause 11.3.1.2

DELETE clause 11.3.1.3 and SUBSTITUTE the following:

11.3.1.3 Owner's property damage will contain deductibles of \$ 1,000.00 per occurrence with a deductible aggregate of \$ 2,000.00.

DELETE clause 11.3.1.4 and SUBSTITUTE the following:

11.3.1.4 The Owner will provide insurance coverage for materials stored off-site.

DELETE subparagraph 11.3.4

DELETE subparagraph 11.3.6 and SUBSTITUTE the following:

11.3.6 Before an exposure to loss may occur, the Contractor shall file with the Owner two certified copies of the policy or policies providing this Property Insurance coverage, each containing those endorsements specifically related to the Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Contractor.

MODIFY subparagraph 11.3.7 as follows:

Substitute "Contractor" for "Owner" at the end of the first sentence.

MODIFY subparagraph 11.3.8 as follows:

Substitute "Contractor" for "Owner" as fiduciary, EXCEPT in the first sentence, where the work "this" should be substituted for the first reference to "Owner's".

MODIFY subparagraph 11.3.9 as follows:

Substitute "Contractor" for "Owner" each time the latter word occurs.

MODIFY subparagraph 11.3.10 as follows:

Substitute "Contractor" for "Owner" each time the latter word occurs.

ADD the following subparagraph 11.3.11:

11.3.11 The Contractor will be required to carry property insurance under the comprehensive or commercial liability policy. Owner will carry his own property insurance under the builder's risk coverage.

PARAGRAPH 11.4 - PERFORMANCE BOND AND PAYMENT BOND:

DELETE subparagraph 11.4.1 and SUBSTITUTE the following:

11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of the bond shall be equal to one hundred percent (100%) of the Contract Sum for the Performance Bond and fifty percent (50%) of the Contract Sum for the Labor and Material Bond.

11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than three (3) days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, before the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

ADD the following paragraph 13.8 to Article 13:

PARAGRAPH 13.8 - PROVISIONS REQUIRED BY LAW:

13.8.1 Substitution of Securities Re: Retention. Pursuant to Section 22300 of the Public Contract Code, Contractor may substitute securities for any money withheld by District to insure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with District or with a state or federally chartered bank as the escrow agent, who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the District in accordance with the provisions of Section 22300. District will not certify that the contract has been satisfactorily completed until at least thirty-five (35) calendar days after filing by District of a Notice of Completion. Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the Government Code; and to bank or savings and loan certificates of deposit; interest-bearing demand deposit accounts; standby letter of credit; or any other security mutually agreed to by Contractor and District.

13.8.2 Nondiscriminatory Practices: The Contractor shall not willfully discriminate against any employee or applicant for employment. All applicants for employment as well as current employees shall be treated equally without regard to their race, color, age, religion, ancestry, sex, national origin, local custom, habit or sexual orientation. Contractor agrees to forfeit to the District \$25.00 for each person, for each calendar day or portion thereof, upon determination of noncompliance with this provision.

13.8.3 Prevailing Wages: In accordance with the provisions of the California Labor Code Section 1770 et. Seq., the Contractor shall post a copy at the jobsite of the general prevailing rates of per diem wages in the locality in which the work is to be performed. A copy of the general prevailing rates of per diem wages in the locality in which the work is to be performed as determined by the Director of Industrial Relations (DIR) of the State of California may be obtained by contacting the DIR Division of Labor Statistics and Research at 415-703-4774 or www.dir.ca.gov.

13.8.3.1 The prevailing wage rates shall be paid for all work performed under the Contract. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Contractor shall forfeit as a penalty to the Owner \$50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for any work done under the Contract by him, or by any subcontractor under him, in violation of the provisions of the California Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

13.8.3.2 The Contractor shall make payment of travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the

California Labor Code.

13.8.3.3 The issuance of any evidence of indebtedness as payment for wages is prohibited unless the same is negotiable and payable on demand without discount. Wages must be paid at least semimonthly on regular pay days established in advance, and shall include all amounts for labor or services performed of every description. (See California Labor Code)

13.8.4 Payroll Records; Retention; Inspection; Noncompliance; Penalties; Rules and Regulations: Each Contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

13.8.4.1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

13.8.4.2 A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

13.8.4.3 A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of Industrial Relations. If the requested payroll records have not been provided pursuant to this provision, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor. Each Contractor shall file a certified copy of the records with the entity that requested the records within ten (10) days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of the Apprenticeship Standards, or the Division of Labor.

13.8.4.4 Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

13.8.4.5 The Contractor shall inform the body awarding the contract of the location of the records including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address.

13.8.4.6 In the event of noncompliance with the requirements of this provision, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this provision. Should noncompliance still be evident after the 10-day period, Contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit \$50.00 for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with these provisions lies with the Contractor.

13.8.5 Working Hours: The Contractor shall comply with all applicable provisions of Sections 1810 to 1815, inclusive, of the California Labor Code relating to working hours. Contractor shall, as a penalty to District, forfeit \$25.00 for each worker employed in the execution of the Contract by Contractor or any Subcontractor for each calendar during which such worker is required or permitted to work more than eight (8) hours in any one calendar

day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

13.8.6 Protection of Workers in trench Excavations: As required by Section 6705 of the California Labor Code in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five feet or more in depth, Contractor shall submit for acceptance by District, or by a registered civil or structural engineer employed by the District, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, or such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the District, the Architect, nor any of their officers, agents, representatives or employees.

13.8.7 Indemnity Clause re Safety: Contractor shall, at its own expense, conform to the basic safety policy of Owner, and comply with all specific safety requirements promulgated by any governmental authority, including, without limitation, the requirements of the Occupational Safety and Health Act of 1970, the Construction Safety Act of 1969, the California Labor Code, including Sections 6300 through 6604, and 7100 through 7332, inclusive, and all successors and amendments thereto, and all standards and regulations which have been or shall be promulgated by the parties or agencies which administer said Acts. Contractor shall have and exercise full responsibility for compliance hereunder by itself, its agents, employees, materialmen, and subcontractors with respect to its portion of the work on this Project; and shall directly receive, respond to, defend and be responsible for any citation, assessment, fine or penalty by reason of Contractor's failure or failure of Contractor's agents, employees, materialmen and subcontractors to so comply. Contractor shall indemnify and hold harmless Owner from and against any liability, loss, damage, cost, claims, awards, judgments, fines, expenses, including litigation expenses, reasonable attorney's fees, claims or liability for harm to persons or property, expenses incurred pursuant to or attendant to any hearing or meeting and any other applicable cost which may be incurred by Owner resulting from Contractor's failure to fulfill the covenants set forth in this paragraph.

In the event Contractor fails to comply with any citation issued by the Secretary of Labor, any order issued by the Occupational Safety and Health Review Commission or any other issued by the Division of Industrial Safety of the State of California or of any other body responsible for the administration and/or enforcement of any statute, regulation or ordinance relating to occupational health and safety within the period specified in any such citation or order, Owner may, in its discretion, exercise the rights and remedies provided them under the terms of this Contract.

13.8.8 Debarment of Contractors and Subcontractors: In accordance with the provisions of the California Labor Code, Contractor or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform to work on a public pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contract on the Project shall be returned to the District. Contractor, shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

13.8.9 Storm Water Permit for Construction Activity: It shall be the responsibility of Contractor to file a Notice of Intent and procure a State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit). Contractor shall be solely responsible for implementing the Storm Water Pollution Prevention Plan (SWPPP) prior to initiating work. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit.

13.8.10 Americans with Disabilities Act: Contractor acknowledges its obligations under the Americans with Disabilities Act (ADA) in all regulations and practices pertaining thereto, including but not limited to discrimination against qualified individuals with disabilities in employment, transportation, public accommodation, telecommunications, and in all activities, programs, and services of the contractor.

13.8.11 Non-interest of District Officials: Contractor represents that the only persons or parties interested in this transaction as principals are those named herein; that no director, officer, or employee of the District is in any manner interested directly or indirectly in this transaction or in the profits to be derived there from in violation of any law or regulation.

13.8.12 Indemnity Clause for Equal Employment Opportunities Violations: Contractor shall, at its own expense, conform to the equal employment opportunity policies of Owner, and, in addition, shall comply with all equal employment opportunity requirements promulgated by any government authority, including, without limitation, the requirements of the Civil Rights Act of 1964, 42 United States Code, Section 1983, Executive Orders 11246, 11375 and 11478, the California Fair Employment Practices Act, the California Plan, any other applicable statute or ordinances, plans or programs, inclusive, and all successors and amendments thereto, and all plans, programs, standards and regulations which have been or shall be promulgated or approved by the parties or agencies which administer said Acts or Orders (hereinafter collectively referred to as EEO laws). Contractor shall have and exercise full responsibility for compliance hereunder by itself, its agents, employees, materialmen and subcontractors with respect to its portion of the work on this Project; it shall directly receive and respond to, defend and be responsible for any citation order, claim, charge or criminal or civil actions, arising by reason of the failure of Contractor or its agents, employees, materialmen and subcontractors to so comply, regardless of whether such non-compliance results from active or passive acts or omissions or whether such non-compliance is the sole or a contributory cause of any of those matters against which Contractor is obligated hereunder to indemnify and hold harmless Owner. Contractor shall indemnify and hold harmless Owner from and against any liability loss (including any loss of profits or prospective advantage occasioned by the suspension, cancellation or termination of any contract, or Owner's eligibility therefore), damage, costs, claims, awards, judgments, fines, expenses, including litigation expenses, reasonable attorneys' fees, claims or liability for harm to persons or property, expenses incurred pursuant to or attendant to any hearing or meeting or any other applicable costs which may be incurred by Owner resulting from Contractor's failure to fulfill the covenants set forth in this paragraph. In the event Contractor fails to comply with any of the aforementioned EEO laws, or any judgment, order or award issued by the Office of Federal Contract Compliance, United States Department of Labor, or any other federal, state or local agency or any court of law, or any other body responsible for the administration and/or enforcement of any EEO laws, within the period specified in any such laws, judgment, order or award, Owner may, in its discretion, exercise the rights and remedies provided it under the terms of this Contract.

13.8.13 Independent Contractor: Contractor is an independent contractor and shall, at its sole cost and expense, and without increase in the Contract Price, comply with all laws, rules, ordinance, and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits and licenses therefore; pay all manufacturers' taxes, sales taxes, processing taxes, and all federal and state taxes, insurance and contribution for Social Security and Unemployment which are measured by wages, salaries, or other remunerations paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations. 13.8.14 Public Works Contracts; Assignment to Awarding Body: In accordance with Section 4552 of the Government Code, Contractor and subcontractors shall conform to the following requirements: in entering into a public works contract or a subcontract to supply goods, services, or material pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C.-15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, services or materials pursuant to the public works contract of the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to

Contractor, without further acknowledgment by the parties.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

ADD the following paragraph 14.5 to Article 14:

PARAGRAPH 14.5 - TERMINATION BY THE OWNER FOR CONVENIENCE:

14.5.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.5.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. Cease operations as directed by the Owner in the notice;
2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. Except for Work directed to be performed before the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.5.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in subparagraph 14.1.2.

ARTICLE 15 – CLAIMS AND DISPUTES

ADD subparagraph 15.1.2.1 as follows:

15.1.2.1 Any claims by Owner against Contractor for any alleged deficiency in product or workmanship, shall not be limited by the time limits on claims in Paragraph 15.1.2.

ADDENDUM

ADDENDUM: 01

DATE: APRIL 15, 2010

PROJECT: FAIRBANKS RANCH FIRE STATION
RANCHO SANTA FE, CALIFORNIA

PREPARED BY: Jeff Katz (jeff@jeffkatzarchitecture.com)
Jeff Katz Architecture
6353 Del Cerro Boulevard
San Diego, California 92120
(619) 698-9177 Fax (619) 698-9178

This addendum is issued before the award of contract to inform the bidders of revisions to the bidding documents. Please note that **there is no change in bid date**.

All requirements contained in the bidding documents shall apply to this addendum, and the general character of the work called for in this addendum shall be the same as originally set forth in the applicable portions of the bidding documents for similar work, unless otherwise specified under this addendum, and all incidental work necessitated by this addendum as required to complete the work shall be included in the bids, even though not particularly mentioned in this addendum.

This addendum is hereby made a part of the bidding documents and shall be signed and included in the bid package.

DRAWINGS ISSUED WITH ADDENDUM:

- () No drawings are issued with this addendum.
- (XX) The following drawings are issued with addendum and form a part hereof.

1. Sheet C3 GRADING PLAN
2. Sheet C4 GRADING PLAN
3. Sheet C5 GRADING PLAN
4. Sheet C7 SECTIONS & DETAILS

5. Sheet C8 DRAINAGE PROFILES, ELEVATIONS & SECTIONS
6. Sheet IP-1 IRRIGATION PLAN
7. Sheet IP-2 IRRIGATION LEGEND, DETAILS, AND NOTES
8. Sheet LP-1 LANDSCAPE PLAN
9. Detail D3/A1.4
10. Detail A2/A7.2
11. Detail C1/A7.5

SPECIFICATIONS

A. GENERAL ITEMS

1. The Cost Breakdown Summary is to be filled out and included with the submitted bid documents. For Item 2, Site Work, provide separate costs for each of items a., b. and c.

2. The List of Vendors included with the Bid Forms may be submitted within 24 hours of Bid Submission.

3. Supplementary Conditions Paragraph 1.1 – Basic Definitions

MODIFY subparagraph 1.1.1 as follows:

Delete the last sentence and substitute the following: "The contract documents also include the following documents: Notice Inviting Bids, Instructions to Bidders, Proposal, Bid Security, Performance Bond, AIA Form, "Non-Collusion Affidavit", Worker's Compensation Certificate, [Information Required of Bidder](#), List of Subcontractors and Vendors.

4. Supplementary Conditions Paragraph 11.2 – Owner's Liability Insurance

Delete this section from the Supplementary Conditions. The text of the General Conditions shall not be modified.

5. Supplementary Conditions Paragraph 3.7.1 – Permits, Fees and Notices

MODIFY subparagraph 3.7.1 as follows:

Delete the first sentence and substitute: “The Contractor will secure and Owner will pay for the permits and fees listed below.”

B. SECTION 01410 TESTING & INSPECTION

1. Replace Section 01410 with the attached revised 01410. The Owner will be responsible for the cost of Special Inspections required by the contract documents in accordance with the revised specification.

C. SECTION 08510 ALUMINUM WINDOWS

2. Revise Section 2.01.A.2 to read “Provide with craftsman applied grid on the exterior.”

DRAWINGS

12. Sheet C3 GRADING PLAN

1. Added additional Finished Ground Contours at 6” intervals.

13. Sheet C4 GRADING PLAN

1. Added additional Finished Ground Contours at 6” intervals.

14. Sheet C5 GRADING PLAN

1. Added additional Finished Ground Contours at 6” intervals.

15. Sheet C7 SECTIONS & DETAILS

1. Reference Note to Sheet S4.9 was added to Sections “C” and “D”.

16. Sheet C8 DRAINAGE PROFILES, ELEVATIONS & SECTIONS

1. Hydraulic Grade Lines (HGL), Flow Quantity (Q) & Velocity (V) for the 100 year storm event were added to the Storm Drain Pipe Profiles.

17. Sheet IP-1 IRRIGATION PLAN

1. Revised areas affected by grading revisions.

18. Sheet IP-2 IRRIGATION LEGEND, DETAILS, AND NOTES

1. Revised irrigation note IC-1.

19. Sheet LP-1 LANDSCAPE PLAN

1. Revised areas affected by grading revisions.

20. Sheet A1.1 SITE PLAN

1. Finished surface within HVAC enclosure at note 51 shall be concrete paving.

21. Sheet A1.4 SITE DETAILS

1. See attached revised detail D3/A1.4.

22. Sheet A4.4 WALL SECTIONS

1. Detail reference in D4/A4.4 shall read "A3/A7.5."

23. Sheet A6.1 ROOM FINISH SCHEDULE

1. Room number 109 Slide Pole shall receive note 9 "Provide high density concrete floor finish."
2. Note 13 shall read "Provide 4'-0" round 2" thick rubber mat at slide pole base."

24. Sheet A7.2 DOOR DETAILS

1. See attached revised detail A2/A7.2.

25. Sheet A7.5 ROOFING DETAILS

1. See attached revised detail C1/A7.5.

26. Sheet S4.1 STRUCTURAL DETAILS-1

1. Details 1 and 4 shall include 18" long slip dowels at 24" on center from Apparatus Bay slab to footing.

27. Sheet P1.0 PLUMBING SITE PLAN

1. Sheet note 3 shall refer to P4.3B.

28. Sheet P4.3B FUEL OIL TANK AND PIPING SYSTEM

1. Note shall be added to also reference sheet P4.3A.

END OF ADDENDUM

All bidders shall acknowledge receipt and acceptance of this Addendum No. 01 by signing in the space provided and submitting the signed Addendum No. 01 with the bid. Failure to include this addendum may be cause for the rejection of the bid.

RECEIPT ACKNOWLEDGED BY:

_____ DATE: _____

cc: All Plan Holders

ADDENDUM

ADDENDUM: 02

DATE: APRIL 22, 2010

PROJECT: FAIRBANKS RANCH FIRE STATION
RANCHO SANTA FE, CALIFORNIA

PREPARED BY: Jeff Katz (jeff@jeffkatzarchitecture.com)
Jeff Katz Architecture
6353 Del Cerro Boulevard
San Diego, California 92120
(619) 698-9177 Fax (619) 698-9178

This addendum is issued before the award of contract to inform the bidders of revisions to the bidding documents. Please note that **there is no change in bid date**.

All requirements contained in the bidding documents shall apply to this addendum, and the general character of the work called for in this addendum shall be the same as originally set forth in the applicable portions of the bidding documents for similar work, unless otherwise specified under this addendum, and all incidental work necessitated by this addendum as required to complete the work shall be included in the bids, even though not particularly mentioned in this addendum.

This addendum is hereby made a part of the bidding documents and shall be signed and included in the bid package.

DRAWINGS ISSUED WITH ADDENDUM:

- () No drawings are issued with this addendum.
- (XX) The following drawings are issued with addendum and form a part hereof.
1. Detail C1/A1.3
 2. Detail A1 and A4 A1.4
 3. Detail C1 A1.6
 4. Sheet A2.1 FIRST FLOOR PLAN

5. Detail A1/A5.3
6. Details A1/A5.6
7. Sheet A5.7 INTERIOR ELEVATIONS
8. Sheet A6.3 FINISH SCHEDULE
9. Detail B1/A3.1
10. Detail Sink/A5.1
11. Detail A1/A5.5 and B1/A5.5
12. Detail A1/A5.6
13. Detail A4/A7.1
14. Detail A2/A7.2
15. Sheet A7.8 MISC. DETAILS
16. Sheet A7.9 MISC. DETAILS
17. Sheet A7.10 MISC. DETAILS
18. Detail B/S3.2
19. Detail 2 and 12 S4.3

SPECIFICATIONS

A. GENERAL ITEMS

1. General conditions, paragraph 3.8 Allowances, subparagraph 3.8.2.2 shall read "Contractor's costs for unloading and handling at the site, labor, installation, costs, profit and other expenses contemplated for stated allowance amounts shall be included in the contract sum but not in the allowances..."

B. SECTION 02630 STORM DRAINAGE

1. Revised specification attached.

C. SECTION 07720 ROOF ACCESSORIES

1. Add 2.0.1.D "Roof Drain downspout nozzle: Watts Drainage Product RD-490 or equal, cast nickel bronze downspout with anchor flange, countersunk mounting holes, and IPS threaded or NH connection."

D. SECTION 08500 ALUMINUM WINDOWS

1. Revise Section 2.01.A as follows: "Milgard Aluminum Series windows. Windows shall be dual glazed of the types indicated (2-1/4" frame with nailing fin). Color shall be Bronze anodized, as standard with the manufacturer."

E. SECTION 08800 GLAZING

1. Revise section 2.01.D.2 to read "Insulating glass shall be 3/16" tinted glass outboard, 1/2" airspace, and 3/16" clear glass inboard, unless otherwise noted."

F. SECTION 09650 RESILIENT FLOORING

1. Omit Rubber stair treads and revise section 2.01.F to read "1/8" Rouleau rubber stair skirting. Provide smooth surface rubber skirting in color indicated. Size to fit as required."

G. SECTION 15190 FLAMMABLE LIQUID STORAGE AND DISPENSING SYSTEMS USING PROTECTED ABOVE GROUND STORAGE TANKS

2. Revised specification attached.

DRAWINGS

1. Sheet A1.4 SITE DETAILS

- A. Revised fence detail.
- B. Revised wall cap detail.

2. Sheet A1.5 SITE DETAILS

A. CMU/4 shall read CMU/3, typical

3. Sheet A1.6 FENCE ELEVATIONS

A. Added material call outs and footing to C2.

4. Sheet A2.1 FIRST FLOOR PLAN

A. Added Hall 122 room tag and removed note 22 from Hall 122.

B. Revised note 49.

5. Sheet A3.1 ELEVATIONS

A. Added notes 28 and 29.

6. Sheet A5.1 INTERIOR ELEVATIONS

A. Added integral sink details.

7. Sheet A5.3 INTERIOR ELEVATIONS

A. Revised terrazzo height and layout. Revised shower door surround.

8. Sheet A5.4 INTERIOR ELEVATIONS

A. Detail callout in elevation 4 of C1 shall read D4/A7.8 SIM instead of C4/A7.8.

9. Sheet A5.5 INTERIOR ELEVATIONS

A. Revised foyer casework and window type.

B. Revised detail callouts on elevation 2 of B1.

10. Sheet A5.6 INTERIOR ELEVATIONS

A. Revised elevation 2 of detail A1.

11. Sheet A5.7 INTERIOR ELEVATIONS

A. Updated all elevations to match actual CMU condition.

B. Added equipment call outs.

C. Revised workshop casework.

12.Sheet A6.3 FINISH SCHEDULE

- A. Updated roof and window colors.
- B. Revised CT-2.
- C. Added brick veneer.
- D. Removed SOL-1
- E. Revised CMU and stone cap references.

13.Sheet A7.1 TILE DETAILS

- A. Added 2x ledgers to A4.

14.Sheet A7.2 DOOR DETAILS

- A. Added dimension to A2.

15.Sheet A7.8 MISC DETAILS

- A. Revised details B1, B2, C1, C2, D3, and D4.
- B. Removed detail B3.

16.Sheet A7.9 MISC DETAILS

- A. Revised details B2, B4, and C1.

17.Sheet A7.10 MISC DETAILS

- A. Revised details A1, A2, B2, and D2.

18.Sheet S3.2 STRUCTURAL SECTIONS -2

- A. See attached revised detail B.

19.Sheet S4.3 STRUCTURAL DETAILS -3

- A. See attached revised details 2 and 12.

CLARIFICATIONS

1. Q. What is the on center spacing for the U shaped dowel in footings 1, 2, and 3/S4.1?

- A. Use #4 ties at 24" on center.

2. Q. Regarding sheet S1.0 note 10 reinforcing steel, clarify that all footings (excluding 3/S4.1) get #3 spacer ties at 2'-6" on center.

A. Yes, use #3 ties at 2'-6" on center as indicated in note 10 to secure reinforcing bars in place.
3. Q. What is the reinforcing at column footings 2/S4.3? Are these footings 5'-0" square?

A. Footing 2/S4.3 to be 5'-6" per plan. See attached detail 2/S4.3 showing reinforcing at this footing.
4. Q. The swing gates on the plans A1.1 are drawn as individual operating entrance/exit but it is not clear if indeed they are individual or bi-parting. Please advise if the swing gates are individual or parting. The inside card reader location on the plans A1.1 would indicate a biparting system.

A. The swing gates are simultaneous biparting gates.
5. Q. Bid form indicates daily rate x 60 days. Is this to be factored in to the award?

A. The base bid will be the basis of award. The extended overhead daily rate will not be a factor in the award of the project.
6. Q. Geocon report dated 3.12.2010 reads "Contractor shall have a minimum of 10 years experience in the installation of ground improvement system and "Contractor" shall have performed at least 20 design-build liquefaction mitigation projects in the last 5 years." Should this read "Subcontractor" in lieu of Contractor? Is this information submitted with the bid?

A. "Subcontractor" is acceptable as well and this information is not required with the bid. However, information is required as part of the submittal prior to commencement of work.
7. Q. Please clarify requirements for vendor listing that is to be submitted 24 hours after bid submission. Are there specific items required to be listed?

A. Vendor listing form is no longer required to be submitted with the bid.
8. Q. The geotechnical report prepared by Geocon clearly states three options for the mitigation and liquefaction. Please verify that all three options are available on this project.

A. Yes, all three options are available. Contractor is responsible for providing finished prepared site that meets the compaction requirements noted. Means and methods of achieving this are up to the contractor.

9. Q. 02510 Asphalt Paving is included in the project manual, sheet C6 does not show any AC paving, does this spec refer to the utility trench patches only?

A. Yes.

10. Q. Detail 5/C6 shows 4" DG, is this on native or is there any aggregate base under?

A. Native.

11. Q. 03550 High Density Concrete Floor Finish 1.03.B – is the requirement to submit background/qualification for this spec also acceptable to submit with the vendor list 24 hours after the bid date and time per general item 2 in addendum 1?

A. These items are not required with the bid. However, any system/subcontractor not meeting the qualifications will not be permitted as a substitution.

12. Q. May other than General Electronics be acceptable for the access control system?

A. Equivalent products and manufacturers will be considered. This answer also applies to the low voltage telecommunications.

13. Q. Insurance requirements appear to be high and also medical expense limit shall be no less than \$50,000. Does a certificate of insurance showing this requirement need to be submitted with the bid form?

A. A certificate of insurance referencing the required limits would be acceptable.

14. Q. List of subcontractors asks for address, phone number, license number, and percent of base bid, is it acceptable to provide the subcontractor name, trade, and location on bid day per 4104 of California Public Contract Code and provide the remainder of the information 24 hours from the bid date and time per CPPC 4104 (2) (A)?

A. Yes.

15. Reference attached Soils Report dated 3/17/2009.

16. Reference attached Geotechnical letter dated 3/12/2010.

17. All site wrought iron fencing shall be painted.

18. All gutters, downspouts and leaderboxes shall be painted.

END OF ADDENDUM

All bidders shall acknowledge receipt and acceptance of this Addendum No. 02 by signing in the space provided and submitting the signed Addendum No. 02 with the bid. Failure to include this addendum may be cause for the rejection of the bid.

RECEIPT ACKNOWLEDGED BY:

_____ DATE: _____

cc: All Plan Holders

ADDENDUM

ADDENDUM: 03

DATE: APRIL 26, 2010

FAIRBANKS RANCH FIRE STATION RANCHO SANTA FE, CALIFORNIA

PREPARED BY: Jeff Katz (jeff@jeffkatzarchitecture.com)
Jeff Katz Architecture
6353 Del Cerro Boulevard
San Diego, California 92120
(619) 6989177 Fax (619) 6989178

***** This addendum is issued before the award of contract to inform the bidders of revisions to the bidding documents. Please note that **there is no change in bid date**.

All requirements contained in the bidding documents shall apply to this addendum, and the general character of the work called for in this addendum shall be the same as originally set forth in the applicable portions of the bidding documents for similar work, unless otherwise specified under this addendum, and all incidental work necessitated by this addendum as required to complete the work shall be included in the bids, even though not particularly mentioned in this addendum.

This addendum is hereby made a part of the bidding documents and shall be signed and included in the bid package.

DRAWINGS ISSUED WITH ADDENDUM:

(XX) No drawings are issued with this addendum.

() The following drawings are issued with addendum and form a part hereof.

SPECIFICATIONS

A. SECTION 15800 HEATING, VENTILATING AND AIR CONDITIONING

1. Revise 2.1.F.1, Manufacturer, to read "Plymovent Corporation – No Substitutions Permitted".

B. SECTION 16730 FIRE ALARM SYSTEM

1. Replace with revised section attached.

DRAWINGS

1. Sheet C20 NOTES

- A. Temporary Monitoring of Existing Utilities and Improvements: As noted, the face of the Soldier Pile wall shall be monitored weekly during the course of the entire construction project. Monitoring shall be done by a licensed surveyor following the instructions noted. The cost of Temporary Monitoring shall be included in the cost of the contractor's bid.
- B. Long Term Monitoring: Monitoring shall be performed annually, as noted in Item #1, for a period of three (3) years after completion of construction. Monitoring shall be done by a licensed surveyor following the instructions noted. The cost of Long Term Monitoring shall be included in the cost of the contractor's bid.

CLARIFICATIONS

1. Addenda No. 02 clarified that any of 3 methods for liquefaction mitigation noted in Geocon's report are acceptable. Regardless of which method is used, the remedial grading requirements, including the installation of geofabric, are a project requirement.

END OF ADDENDUM

ADDENDUM NO. 03 FAIRBANKS RANCH FIRE STATION PAGE 20F3

All bidders shall acknowledge receipt and acceptance of this Addendum No. 03 by signing in the space provided and submitting the signed Addendum No. 03 with the bid. Failure to include this addendum may be cause for the rejection of the bid.

RECEIPT ACKNOWLEDGED BY:

DATE:

cc: All Plan Holders

ADDENDUM NO. 03 FAIRBANKS RANCH FIRE STATION PAGE 3OF3

(Please see attached for information regard PDF Files for all issued addenda)

NOTE

The following addenda have corresponding PDF file attachments of drawing details and sheet notes that form a part hereof:

Addenda No. 1 – 13 PDF's
Addenda No. 2 – 26 PDF's
Addenda No. 3 – 2 PDF's

PDF files of all Sheet Notes and Drawings for Addenda No. 1, Addenda No. 2, and Addenda No. 3 are available for review upon request.

RESOLUTION No. 2010-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT SETTING BENEFIT CHARGES FOR FISCAL YEAR 2010/2011

BE IT RESOLVED, that pursuant to the Rancho Santa Fe Fire Protection District Board of Directors meeting held May 12, 2010 this board has determined that charges for providing fire protection services by the Rancho Santa Fe Fire Protection District for fiscal year 2010/2011 shall appear as a separate item on tax bills and collected at the same time and in the same manner as ordinary county ad valorem taxes and caused to be prepared and filed, written reports describing real property receiving fire protection services.

The amount of charges for each parcel for fiscal year 2010/2011 have been computed in conformity with the procedure set forth in, and charges described by applicable ordinances and resolution of the fire protection district.

THEREFORE, it is hereby determined and ordered as follows:

1. That each and every charge set forth in said report is adopted;
2. That said reports are hereby confirmed;
3. That said reports as confirmed by this board be filed with the Auditor & Controller of the County of San Diego;
4. The cost for fiscal year 2010/2011 shall be \$10.00 per benefit unit.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on May 12, 2010 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JAMES H ASHCRAFT
President

ATTEST

Karlana Rannals
Secretary

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

I, KARLENA RANNALS, Secretary, Rancho Santa Fe Fire Protection District, Board of Directors hereby certify that I have compared the foregoing copy with the original resolution adopted by said board at its regular meeting on April 8, 2009, which original resolution is on file in my office; and that same contains a full, true and correct transcript there from and of the whole thereof.

Witness my hand this _____ day of _____, 2009.

KARLENA RANNALS
Secretary

RESOLUTION No. 2010-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT TO DEFER MEMBER PAID CONTRIBUTIONS – IRC 414(h)(2) EMPLOYER PICKUP

WHEREAS, the governing body of the Rancho Santa Fe Fire Protection District has the authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC); and

WHEREAS, the Rancho Santa Fe Fire Protection District has determined that even though the implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) IRC should be provided to ALL EMPLOYEES who are members of the California Public Employees' Retirement System:

NOW, THEREFORE, BE IT RESOLVED:

- I. That the Rancho Santa Fe Fire Protection District will implement the provisions of section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to California Government Code Section 20691 to the California public Employees' Retirement System on behalf of all its employees or all its employees in a recognized group or class of employment who are members of the California Public Employees Retirement System. "Employees contributions" shall mean those contributions to the Public Employees' Retirement System, which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code section 20691.
- II. That the contributions made by the Rancho Santa Fe Fire Protection District to the California Public Employees' Retirement System, although designated as employee contributions, are being paid by the Rancho Santa Fe Fire Protection District in lieu of contributions by the employees who are members of the California Public Employees Retirement System.
- III. That employee's shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the Rancho Santa Fe Fire Protection District to the California Public Employees' Retirement System.
- IV. That the Rancho Santa Fe Fire Protection District shall pay to the California Public Employees' Retirement System the contributions designated as employee contributions from the same source of funds as used in paying salary.
- V. That the amount of the contributions designated as employee contributions and paid by the Rancho Santa Fe Fire Protection District to the California Public Employees' Retirement System on behalf of an employee shall be the entire contribution required of the employee by the California Public Employees' Retirement Law (California Government Code Sections 20000, et seq.).

- VI. That the contributions designated as employee contributions made by Rancho Santa Fe Fire Protection District to the California Public Employees' Retirement System shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by the California Public Employees Retirement System.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on May 12, 2010 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

JAMES H ASHCRAFT
President

ATTEST

Karlena Rannals
Secretary

RETURN ADDRESS:
Rancho Santa Fe Fire Protection District
PO Box 410
Rancho Santa Fe CA 92067-0410

FOR CALPERS USE ONLY

RESOLUTION TO TAX DEFER MEMBER PAID CONTRIBUTIONS – IRC 414(h)(2)

Approved by: _____

Title: _____

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

I, KARLENA RANNALS, Secretary, Rancho Santa Fe Fire Protection District, Board of Directors hereby certify that I have compared the foregoing copy with the original resolution adopted by said board at its regular meeting on May 12, 2010, which original resolution is on file in my office; and that same contains a full, true and correct transcript there from and of the whole thereof.

Witness my hand this _____ day of _____, 2010.

KARLENA RANNALS
Secretary

RESOLUTION NO. 2010-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT DETERMINING THE 2010/2011 APPROPRIATIONS OF TAX PROCEEDS

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, which added Article XIII B of the Constitution to the California Constitution; and

WHEREAS, the provisions of that Article establish maximum appropriation limitations commonly called *Gann limits* for public agencies including fire districts; and

WHEREAS, the District must establish a Gann limit for the 2010/2011 fiscal year in accordance with the provision of with Article XIII B and applicable statutory law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rancho Santa Fe Fire Protection District, that the calculated maximum limit applicable to the 2010/2011 appropriations of tax proceeds is \$16,904,240 in accordance with Article XIII B of the Constitution of the State of California.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on May 12, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JAMES H ASHCRAFT
President

ATTEST:

Karlana Rannals
Secretary

RANCHO SANTA FE FIRE PROTECTION DISTRICT ARTICLE XIIIB
APPROPRIATION OF PROCEEDS OF TAX LIMITATION
DETERMINATION 2010/2011

Determination of Permitted Growth Rate in Appropriations 2010/2011

Per Department of Finance:

Per Capita Personal Income	=	-2.54%, Converted Factor	0.9746
Population Change	=	1.52%, Converted Factor	<u>1.0152</u>
Combined Factor	=		0.9894
2009/10 Appropriation Limit			\$17,085,104
2010/11 Appropriation Limit Adjustment Factor			<u>0.9894</u>
2010/11 Appropriation Limit			<u>\$16,904,240</u>

Gann Limit Calculation Method

GANN LIMIT RECALCULATIONS (Proposition 111)			
			Data by DOF
FY 05/06			
		Per Capita Change =	5.26%
		Population =	1.27%
		Factor	
16,186	12.09%	Population (LAFCO)	
		Recalculated Factor	
FY 06/07			
		Per Capita Change =	3.96%
		Population =	0.94%
1.0000		Factor	
21,884	35.20%	Population (LAFCO)	
		Recalculated Factor	
FY 07/08			
		Per Capita Change =	4.42%
		Population =	2.00%
		Factor	
21,041	-3.85%	Population (LAFCO)	
		Factor	
FY 08/09			
		Per Capita Change =	4.29%
		Population =	1.43%
		Factor	
26,859	27.65%	Population (LAFCO)	
		Factor	
FY 09/10			
		Per Capita Change =	0.62%
29,668		Population =	1.32%
		Factor	
	10.46%	Population (LAFCO)	
		Factor	

REVISED CALCULATION Dept of Finance

Revised FY Factor	Recalculated Gann Limit	Over (Under) Limit
1.0526		
<u>1.2223</u>		
1.2866	\$10,510,134	(\$3,045,322)
1.0396		
<u>1.1471</u>		
1.1925	\$12,533,599	(\$4,162,040)
1.0442		
<u>1.1411</u>		
1.1915	\$14,934,242	(\$5,587,120)
1.0429		
<u>1.0760</u>		
1.1222	\$16,758,615	(\$6,958,503)
1.0062		
<u>1.0132</u>		
1.0195	\$17,085,104	(\$7,284,992)

RESOLUTION NO. 209

A RESOLUTION OF THE RANCHO SANTA FE FIRE
PROTECTION DISTRICT BOARD OF DIRECTORS
ESTABLISHING CONTINUATION OF HEALTH BENEFITS

WHEREAS, pursuant to Health and Safety Code 13968, a District may provide for any programs, for the benefits of a district board, and

WHEREAS, pursuant to Government Code 53201, the Board of Directors may provide for the continuation of health benefits of former board members; and

WHEREAS, it is in the best interest of the Rancho Santa Fe Fire Protection District to provide benefits to former elective board members.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Rancho Santa Fe Fire Protection District, effective upon the adoption of the following:

- (1) that the District shall provide for the continuation of medical/dental benefits for the benefit of any former elective member of the Board of Directors who served in office after January 1, 1981 and whose total service at the time of termination is not less than 12 years; and
- (2) that the District shall provide for the continuation of medical/dental benefits for a time equivalent to the number of years served as a member of the district board. In the event the District is unable to provide benefits to the eligible former board members, the District shall pay to the former member an amount equal to the then cost of medical/dental benefits; and
- (3) that the cost to the District shall not exceed the cost that the District then currently pays for its employees; and
- (4) that former members of the district board elected to a term of office that begins on or after January 1, 1995, shall not be eligible for these benefits, unless the recipient participates on a self-pay basis.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on July 17, 2002 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

[Signature next page]

F J Mullins
President

ATTEST:

Karlana Rannals
Board Secretary