RANCHO SANTA FE FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA

Rancho Santa Fe FPD
Board Room – 18027 Calle Ambiente
Rancho Santa Fe, California 92067

November 8, 2017
1:00 pm PT
Regular Meeting

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

3. Motion waiving reading in full of all Resolutions

4. Consent Calendar
   a. Board of Directors Minutes
   Board of Directors minutes of September 27, 2017
   ACTION REQUESTED: Approve
   b. Receive and File
   i) Monthly/Quarterly Reports
   (1) List of Demands Check 29233 thru 29346, Electronic File Transfers (EFT), and Wire Transfer(s) for the period September 1 – 30, 2017 totaling: $ 142,415.34
   Wire Transfer(s) period September 1 – 30, 2017 $ 211,100.49
   Payroll for the period September 1 – 30, 2017 $ 584,845.74
   TOTAL DISTRIBUTION $ 938,361.57
   (2) List of Demands Check 29347 thru 29430, Electronic File Transfers (EFT), and Wire Transfer(s) for the period October 1 – 31, 2017 totaling: $ 210,833.66
   Wire Transfer(s) period October 1 – 31, 2017 $ 204,613.75
   Payroll for the period October 1 – 31, 2017 $ 883,941.00
   TOTAL DISTRIBUTION $1,299,388.41
   (3) Investment Review
   (4) Activity Reports – September – October 2017
   (a) Operations
   (b) Training
   (c) Fire Prevention

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a meeting, please contact the Secretary at 858-756-5971. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

(d) Correspondence - letters/cards were received from the following members of the public:
(i) Levin
(ii) RedZone Disaster Intelligence LLC

(5) Travel Reports
(a) James H. Ashcraft – CalPERS Conference – October 23-25, 2017
(b) Tucker Stine – CalPERS Conference – October 23-25, 2017

ACTION REQUESTED: Information

c. Acceptance of Donation

To accept a donation from *Barbara R. Levin* in recognition of district personnel their assistance with her husband. Staff Report 17-16

ACTION REQUESTED: Acknowledge donation and forward monetary donation to the Rancho Santa Fe Professional Firefighters Association

5. Old Business
   a. None

6. Resolution(s)
   a. Resolution 2017-13

   To discuss and/or approve resolution for Volunteer Recruitment Retention Coordinator

   ACTION REQUESTED: Adopt

7. New Business
   a. Potential Forced Abatement

   To discuss a potential forced abatement for APN 268-230-23-00

   ACTION REQUESTED: Information and/or direction

   b. RSF5 Design/Build Contract

   To discuss and or approve contract for the *design phase* for the design/build construction of RSF5

   ACTION REQUESTED: Select contractor for design phase to construct RSF5 and approve contract

   c. Board of Directors Meeting Calendar

   To discuss and confirm the CY17 meeting schedule. Staff Report 17-17

   ACTION REQUESTED: Confirm dates and/or modify board meeting schedule, if necessary

8. Oral Report
   a. Fire Chief – Michel
      i. District Activities
         1. CalPERS Conference – October 23-25, 2017
         2. Tribute to Elfin Forest/Harmony Grove Fire Department – November 4, 2017
         3. Pancake Breakfast – November 5, 2017
   b. Operations – Deputy Chief
   c. Volunteer – Division Chief
   d. Training – Battalion Chief
   e. Fire Prevention – Fire Marshal
   f. Administrative Manager
   g. Board of Directors
      i. North County Dispatch JPA – Update
      ii. County Service Area – 17 – Update
      iii. Comments

9. Closed Session
   a. CONFERENCE WITH LABOR NEGOTIATORS
   Agency Negotiators: Jim Ashcraft, Randy Malin, and assigned Staff
   Represented Employees: Rancho Santa Fe Professional Firefighters Association – Local 4349
   Represented Employees: Rancho Santa Fe Miscellaneous Employees
   Unrepresented Employees: Fire Chief, Deputy Chief, Battalion Chief, Fire Marshal, and Administrative Manager
   Under Negotiation: Memorandum of Understanding Amendment and Compensation
   With respect to every item of business to be discussed in closed session pursuant to Section 54957.6
   b. Employee Performance Evaluation
   Title: Fire Chief
   With respect to every item of business to be discussed in closed session pursuant to Section 54957

10. Adjournment
    The next regular meeting Board of Directors meeting to be December 13, 2017 in the Board Room located at 18027 Calle Ambiente, Rancho Santa Fe, California. The business meeting will commence at 1:00 p.m.

RANCHO SANTA FE FIRE PROTECTION DISTRICT
Board of Directors Regular Meeting Agenda
Wednesday, November 8, 2017 1:00 pm PT

CERTIFICATION OF POSTING

I certify that on November 2, 2017 a copy of the foregoing agenda was posted on the District's website and near the meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 24 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on November 2, 2017

Karlena Rannals
Board Clerk

RANCHO SANTA FE FIRE PROTECTION DISTRICT
Special *(in lieu of regular)* **Board of Directors Meeting**
Minutes – September 27, 2017

These minutes reflect the order in which items appeared on the meeting agenda and do not necessarily reflect the order in which items were actually considered.

Closed Session (Time Certain – 11:30 am)
Pursuant to section 54957, the board met in closed session from 11:40 am – 12:57 pm to discuss the following:

a. Public Employee Performance Evaluation
   Title: Fire Chief
   All board members listed at roll call and the Fire Chief attended the closed session.

Regular Session
President Ashcraft called to order the regular session of the Rancho Santa Fe Fire Protection District Board of Directors at 1:03 pm.

Pledge of Allegiance
Director Tanner led the assembly in the *Pledge of Allegiance*.

1. Roll Call

   Directors Present: Ashcraft, Hillgren, Malin, Stine, Tanner
   Directors Absent: None
   Staff Present: Tony Michel, Fire Chief; Frank Twohy, Division Chief; Dave McQuead, Battalion Chief; Marlene Donner, Fire Marshal; and Karlena Rannals, Board Clerk.

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

   MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to waive reading in full of all resolutions and/or ordinances.

3. Public Comment

   No one requested to speak to the Board.

4. Consent Calendar

   MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR STINE, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the consent calendar as submitted.

   a. *Board of Directors Minutes*
      i) Board of Directors minutes of August 09, 2017
      ii) Board of Directors minutes of September 7, 2017

b. Receive and File

i) *Monthly/Quarterly Reports*

1. List of Demands Check 29076 thru 20232, Electronic Fire Transfers (EFT), and ACH Transfer(s) for the period September 1 – 30, 2017 totaling: $ 262,680.74
   Payroll for the period September 1 – 30, 2017 $ 705,514.95
   ACH Transfer(s) period September 1 – 30, 2017 $ 222,984.49
   TOTAL DISTRIBUTION $1,191,180.18
2. Quarterly Investment Summary – June 30, 2017
3. Summary Balance Sheet – June 30, 2017 vs. June 30, 2016
4. Activity Reports –September 2017
   a) Operations
   b) Training
   c) Fire Prevention
   d) Correspondence – letters/cards were received from the following members of the public:
      1) NorCal Interagency Emergency Management Team
      2) Yosemite Mariposa County

5. Public Hearing

a. *Final Budget Fiscal Year 2017/2018*

President Ashcraft opened and closed the public hearing. Ms. Rannals informed the Board that she had not received any written correspondence regarding the final budget.

6. Announcement of Closed Session

President Ashcraft reported that the Board of Directors met to discuss the performance of the Fire Chief. There was no action was taken, although he requested that this item be continued at the next meeting of the Board of Directors as additional information from the Fire Chief was requested.

7. Old Business

a. *Article XIIIB California Constitution Appropriation Limit*

Ms. Rannals summarized the staff report provided. She reminded the board members that at the May board meeting, they accepted staff's recommendation to request the State Department of Finance recalculate the population change specific to Rancho Santa Fe Fire Protection District as a result of the reorganization with CSA-107. The Department of Finance completed the District's request for a cost of $1,000. The staff recommendation is that the Board of Directors select the following formula to calculate the District's new appropriation limit for the 2017/2018 fiscal year:

1) Change in California per capital personal income (3.69%) for the Cost of Living Factor, and
2) Change in population provided by the California Department of Finance for Rancho Santa Fe Fire Protection District (5.08%).

MOTION BY DIRECTOR TANNER, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to accept staff's recommendation for calculation of the District's appropriations limit.

8. Resolutions/Ordinances

a. Resolution No. 2017-12

Ms. Rannals informed the Board that this resolution required by the State of California reflects the Board's action of selecting the formula to calculate the District's appropriations limit.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR STINE, and ADOPTED Resolution No. 2017-12 entitled a *Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Determining the 2017/2018 Appropriations of Tax Proceeds* on the following roll call vote:

AYES:	Ashcraft, Hillgren, Malin, Stine, Tanner
NOES:	None
ABSTAIN:	None
ABSENT:	None

9. New Business

a. *Hazard Abatement – Force Abatement Contractor*

Fire Marshal Donner summarized the staff report provided. She reported that the contract for the sole source contractor has expired. She reviewed the bid submission process and of the four bids received, and all were determined to be responsive. She reported that after reviewing all schedules of fees received, "R.E. Badger and Son, Inc." was determined the lowest and most responsive bid. It was recommended that the Fire Chief or his designee be authorized to execute a service agreement with, *R.E. Badger and Son, Inc.* as the force abatement contractor for forced abatement of hazardous vegetation and rubbish within the for parcels in violation of District's Ordinance 2015-01. Staff responded to questions from the board.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to authorize the Fire Chief or his designee to enter into a service agreement with "*R.E. Badger and Son, Inc.*" for forced abatement of hazardous vegetation, and rubbish with the Rancho Santa Fe Fire Protection District for parcels in violation of the Fire District's Ordinance 2015-01.

b. *Final Budget FY18*

Karlena Rannals, Administrative Manager reviewed and summarized the differences between the preliminary budget presented in June and the final budget presented at this meeting. She reported that the primary differences were

- Revenue ($15,077,900,000): 1) tax revenue is approximately 1.6% higher over FY17 resulting from the increase in assessed valuation. She noted that all tax rate areas, resulting from the reorganization with CSA-107, was confirmed being transferred to the Rancho Santa Fe Fire Protection District. 2) Increase in grant reimbursement, noting the two SAFER grants awarded to the District; and 3) decrease in the one-time funds provided from the County of San Diego covering the potential tax and construction of RSF5.
- Operating Expenditures ($12,336,000)
    - Personnel – the increase (2.3%) is the net result of negotiated increases to salary, and the addition of four SAFER funded positions and increases to health, retirement, and workers'

compensation insurance costs.

- Other Expenditures – increases are primarily due to increased costs for services, planned maintenance to the training facility, utilities, and vehicle maintenance.

- Capital ($950,294) – she reported that the replacement Type I fire engine approved in FY16 has been ordered and the expected delivery and payment is December 2017. In addition, a replacement staff vehicle is planned during the fiscal year. If everything is purchased and delivered during the FY18 year, the District will be able to transfer approximately $778K from Fire Mitigation Funds to the District's General Fund.

She responded to questions from the board.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR TANNER, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve Fiscal Year 2017/2018 Budget as presented.

10. Oral Report

a. Fire Chief – Michel

i) District Activities

He reported that he has been very busy since the last meeting. He discussed the following with the board on the following:

- Ambulance Plan – the County of San Diego is designing a plan improve the ambulance service to the underserved areas of the County. By staff attending meetings, they learned that the Harmony Grove area was to be combined with Valley Center creating a Unified Service Area (USA). District staff has objected to this proposed plan because 1) this potentially can increase response times, and 2) there are other options available. He attended the County's EMCC committee meeting, in which the matter has been tabled for now, but he plans to monitor this matter closely.
- North Zone Strategic Plan – he informed the board that his is leading the Fire Prevention Section looking for opportunities and creating goals and objectives on a regional basis in fire prevention efforts.
- RSF5 Design/Build – he has started discussions on costs of construction with the preferred vendor for design/build construction of RSF5. Thru concessions on both sides, he believes that the costs will be closer to 6 million. His plan is to have a contract ready for review and approval at the next Board of Directors meeting.
- RSF Leadership – he met with the leaders of Santa Fe Irrigation District, Rancho Santa Fe Association, and Rancho Santa Fe School District. The purpose of the meeting is to establish dialogue on projects that each agency is facing and maintain open lines of communication. The first meeting was very productive.

b. Operations – Deputy Chief

Chief McQuead reported on behalf of Chief Cox and summarized the previous month's activity, noting district personnel responded to 291 calls. He reported that the fuel moisture is approximately 40%, and he provided a report on significant calls that occurred in the previous month.

c. Elfin Forest Volunteer Division – Division Chief
Chief Twohy reported that we have hired a person for professional services to provide a conceptual design and site plan for the remodel of RSF6. They are moving forward with the cabling project to improve the computer network, and they are moving forward to improve the septic system.

d. Training – Battalion Chief
Chief McQuead reported that personnel participated in a new hire academy, completed and Engineer's exam, and a leadership development training for all personnel. He is also preparing for the Captain's test and the new hire testing for the SAFER Grant funded employees.

e. Fire Prevention – Fire Marshal
FM Donner reported 57,000 square feet of new construction, and that prevention staff has been busy with inspections. The two weed abatement inspectors has sent 515 notices this season, with a good response in compliance. She also discussed reviewing maps of proposed new development within the fire district. Julie Taber is preparing for Fire Prevention month, and has several schools scheduled for presentations. Chief Michel complimented the Fire Prevention staff for their participation in numerous public education opportunities.

f. Administrative Manager
Ms. Rannals reported the following:
    1. Summary Balance Sheet – she reviewed the comparative balance sheet with the board members and responded to their questions.
    2. Board of Directors meeting October 11, 2017 – she will not attend, as she will be at an accounting conference with the Accounting Specialist.

g. Board of Directors
    i) North County Dispatch JPA – Update: Ashcraft – no report.
    ii) County Service Area – 17 – Update: Hillgren – no report.
    iii) Comments
        1. Ashcraft – distributed an article entitled *The Graying of America.*

11. Adjournment

Meeting adjourned at 3:00 pm.

_____ _____

Karlena Rannals
Secretary

James H Ashcraft
President

Check No.	Amount	Vendor	Purpose
29233	$2,528.00	CDW Government Inc.	Computer Equipment/Parts
29234	$242.50	Ciuchta, Brian	CSA-17 Contract
29235	$3,506.20	County of SD/RCS	CAP Code Paging Service-Monthly Service
29235	$3,506.20	County of SD/RCS	800 MHz Network Admin Fees
29236	$200.78	Cox Communications	Telephone RSF3, 2
29238	$900.00	Jauregui & Culver Inc	Refuel Facility Repair
29239	$903.21	Johnson Equipment Co	Repair - ID 1281
29241	$549.46	Palomar Sign Company	Apparatus: Miscellaneous
29242	$99.00	PharmaLink	CSA-17 Contract
29243	$198.62	Rincon Del Diablo Municipal Water Di	Water RSF5
29244	$2,261.38	SoCo Group Inc	Fuel: Gasoline & Diesel
29245	$27.38	U P S	Shipping Service
29246	$11,622.42	U S Bank Corporate Payment System	Cal-Card./IMPAC program
29247	$1,866.68	Waste Management Inc	Trash RSF1, 2, 3, 4 NCDJPA Rebill
29248	$236.00	Western State Design Inc	Station Maintenance - RSF3
29249	$64.64	Willis, Erwin L.	Computer Equipment/Parts
29250	$6,350.00	WinTech Computer Services	Consulting Services
29251	$354.00	Accme Janitorial Service Inc	Building ADMIN
29252	$115.50	Airgas Inc	Safety: Breathing Air
29253	$480.23	Allstar Water Systems Inc	Building RSF2
29254	$2,106.32	AT&T Calnet 2/3	Telephone RSF
29255	$375.00	Box Cbad	Suppression - Local Conf/Seminars
29256	$155.91	Complete Office of California Inc	Office Supplies
29257	$687.81	COR Security Inc	Omnilock Supplies/Repair
29258	$360.00	Donner, Marlene	Medical Reimbursement
29259	$184.15	EDCO Waste & Recycling Inc	Trash RSF5
29260	$667.65	FailSafe Testing	Ladder Testing
29261	$540.00	Fitch Law Firm Inc	Legal Services
29262	$990.00	Garrett Electric Inc	Building RSF3
29263	$87.99	Gloria J Murphy	Training Equipment/Supplies Volunteer Di
29264	$53.86	Griffin Hardware Co.	Station Maintenance - RSF2
29265	$911.11	Home Depot, Inc	Fleet Equip Maintenance/Repair-Port Gen/
29266	$180.94	Konica Minolta Business Inc	Copier Maintenance Contract

29267	$150.00	Kratz Truck & Tire - Mobile	Apparatus: Miscellaneous
29268	$430.00	Kronos - Telestaff	TeleStaff Maintenance
29269	$139.98	Napa Auto Parts Inc	Apparatus: Parts & Supplies
29270	$1,485.77	Olivenhain Municipal Water District	Water RSF3, 2, 4, 6
29271	$132.95	Orion Broadband	Telephone RSF1
29272	$1,236.71	Parkhouse Tire, Inc.	Apparatus: Tires & Tubes
29273	$4,800.00	Pun Group	Accounting-Audit Services
29274	$75.00	Rancho Santa Fe Rotary	Association Dues
29275	$700.00	Santa Fe Irrigation District	NCDJPA Rebill
29276	$10,592.62	SDG&E	Elec/Gas/Propane RSF
29277	$195.00	Skyriders Window Cleaning Inc	Building ADMIN
29278	$4,357.11	SoCo Group Inc	Fuel: Gasoline & Diesel
29279	$32.00	State of CA Dept of Justice	Background Investigation
29280	$66.00	Terminix International	Building RSF6
29281	$581.67	ThyssenKrupp Elevator Inc	Elevator Service
29282	$649.63	Time Warner Cable	Cable - Admin
29283	$438.00	TPx	Telephone ADMIN
29284	$8.50	Turbo Car Wash	Apparatus: Car Wash
29285	$214.50	Turnout Maintenance Company LLC	Safety Clothing (Protective)
29286	$14.85	U P S	Shipping Service
29287	$288.00	U.S. HealthWorks	Medical Services: Volunteers
29288	$927.82	Uniforms Plus	Uniform: Administration
29289	$1,608.60	United Site Services	Sewer RSF5
29290	$242.81	Verizon Wireless	Telephone - Cellular
29292	$340.00	Western State Design Inc	Station Maintenance - RSF1
29293	$680.00	A to Z Plumbing Inc	Building RSF1
29294	$176.90	Aair Purification Systems	Building RSF1
29295	$171.44	About Service Inc	Scheduled - ID 1282
29296	$8,202.66	All Star Fire Equipment, Inc.	Safety Clothing (Protective)
29297	$245.31	AT&T	Cable RSF5
29298	$2,000.00	Biglione Construction Management, In	RSF5 Station Design/Build
29300	$59.21	Complete Office of California Inc	Office Supplies
29301	$175.28	Cox Communications	Telephone RSF2
29302	$2,788.82	Engineered Mechanical Services Inc	Building RSF1

29303	$126.92	Form-Craft Business Systems, Inc.	Office Supplies
29304	$3,698.57	Guardian Life Insurance Co	Medical Insurance
29305	$1,300.35	Jauregui & Culver Inc	Refuel Facility Repair
29306	$455.00	K & K Coatings	Station Maintenance - RSF1
29307	$200.00	Krueger, Trever	CSA-17 Contract
29308	$210.00	Liebert Cassidy Whitmore	Legal Services
29309	$673.32	Lincoln National Life Ins Co	Life Insurance/EAP
29310	$333.35	Metro Fire & Safety Inc	Safety: Extinguishers (Service & Purchas
29312	$3,306.80	Motorola Solutions Inc	Radio Equipment Replacement
29313	$730.00	Power Plus!	Elec/Gas/Propane RSF5
29314	$70.00	RSF Mail Delivery Solutions	Mail Delivery Service
29315	$2,467.18	SDG&E	Elec/Gas/Propane RSF2
29316	$846.35	SoCo Group Inc	Fuel: Gasoline & Diesel
29317	$50.00	Terminix International	Building RSF5
29318	$768.00	TinyFrog Technologies Inc.	Website Hosting
29319	$14.85	U P S	Shipping Service
29320	$1,316.41	Uniforms Plus	Uniforms: Safety Personnel
29322	$28.15	Willis, Erwin L.	Computer Equipment/Parts
29323	$163.09	AT&T	Telephone RSF2
29324	$821.20	AT&T Calnet 2/3	Telephone RSF1
29325	$1,500.00	Bartel Associates, LLC	Accounting-Audit Services
29326	$1,323.00	C.A.P.F.	Disability Ins Short & Long
29327	$557.78	CDW Government Inc.	Computer Equipment/Parts
29329	$2,370.00	Cielo Village Partners LP	Cielo HOA Fees
29330	$74.99	Cox Communications	Telephone RSF3
29331	$2,138.76	Direct Energy Business - Dallas	Elec/Gas/Propane RSF1
29332	$100.81	Dish	Cable RSF6
29333	$251.10	EDCO Waste & Recycling Inc	Trash RSF6
29334	$1,451.00	Engineered Mechanical Services Inc	Building RSF
29335	$4,500.00	FireStats	GIS Services/Response Criteria Services
29336	$5,824.00	Palomar Community College	In-Service Training Program-Regional FF
29337	$210.00	SDCFCA - FPO Section	FP - Local Conference/Seminars
29338	$2,826.84	SoCo Group Inc	Fuel: Gasoline & Diesel
29340	$250.00	Terminix International	Building RSF

29341	$687.00	ThyssenKrupp Elevator Inc	Elevator Service
29342	$14.85	U P S	Shipping Service
29343	$222.00	U.S. HealthWorks	Medical Services: Volunteers
29344	$836.90	Uniforms Plus	Uniforms: Safety Personnel
29345	$1,900.82	Verizon Wireless	Telephone - Cellular
29346	$242.50	Wood, Tim	CSA-17 Contract
EFT000000000346	$48.48	Rannals, Karlena	Meetings/Meal Expenses
Misc	$9,984.89		
Subtotal	**$ 142,415.34**		
ACH Transfer	$ 152,066.52	CalPERS	Retirement Sep 2017
ACH Transfer	$ 59,033.97	CalPERS	Health Oct 2017
Subtotal	**$ 211,100.49**		
9/15/2017	$ 333,293.91	RSFFPD	Payroll
9/30/2017	$ 251,551.83	RSFFPD	Payroll
Subtotal	**$ 584,845.74**		
Total	**$ 938,361.57**		

Check No.	Amount	Vendor	Purpose
29347	$587.00	A to Z Plumbing Inc	Building RSF1
29348	$2,699.54	Accountemps	Temporary Labor
29349	$851.23	Alert-all Corporation	Public Education Material
29350	$1,594.31	BW Printworks	Office Supplies
29351	$1,853.03	California Health & Safety	SCBA Maint & Repair/ Flow Test/ Hydro Te
29352	$4,904.94	CDW Government Inc.	Equipment - Minor
29353	$437.70	Complete Office of California Inc	Office Supplies
29354	$3,178.00	County of SD/RCS	800 MHz Network Admin Fees
29355	$200.78	Cox Communications	Telephone RSF2, 3
29356	$2,111.26	Discount Tire	Apparatus: Tires & Tubes
29357	$6.00	Donner, Marlene	Apparatus: Car Wash
29358	$152.35	EDCO Waste & Recycling Inc	Trash RSF5
29359	$3,959.57	JG Communications	Computer: Cabling
29360	$125.00	K & K Coatings	Station Maintenance - RSF2
29361	$4,810.00	Mike Kraus	Suppression - Local Conf/Seminars
29362	$22,886.59	Motorola Solutions Inc	Radio Equipment Replacement
29363	$140.00	NCB-North County Beverage Inc	Repair Machines & Office Equipment
29364	$642.78	Parkhouse Tire, Inc.	Apparatus: Tires & Tubes
29365	$4,125.00	R.E. Badger & Son, Inc.	Weed Abatement
29366	$176.54	Rincon Del Diablo Municipal Water Di	Water RSF5
29367	$449.48	San Dieguito Trophy Inc	Awards/Proclamations
29368	$720.87	SDG&E	Elec/Gas/Propane RSF6
29369	$2,316.12	SoCo Group Inc	Fuel: Gasoline & Diesel
29370	$66.00	Terminix International	Building RSF2
29371	$242.50	Thompson, Cole T.	CSA-17 Contract
29372	$544.99	Time Warner Cable	Telephone ADMIN
29373	$14.85	U P S	Shipping Service
29374	$19,528.48	U S Bank Corporate Payment System	Cal-Card./IMPAC program
29375	$641.30	Uniforms Plus	Uniforms: Safety Personnel
29376	$989.59	United States Latex Prod. Inc	CSA-17 Contract
29377	$1,913.90	Waste Management Inc	Trash RSF
29378	$6,350.00	WinTech Computer Services	Consulting Services
29379	$242.50	Worley, Tanner	CSA-17 Contract

29380	$27.98	4S Ranch Gasoline & Carwash LP	Apparatus: Car Wash
29381	$384.00	A to Z Plumbing Inc	Building RSF1
29382	$55.65	A-OK Power Equipment	Fleet Equip Maintenance/Repair-Port Gen/
29383	$347.33	Aair Purification Systems	Building RSF3
29383	$347.33	Aair Purification Systems	Building RSF4
29384	$682.24	About Service Inc	Scheduled Apparatus Repair
29385	$442.50	Accme Janitorial Service Inc	Building ADMIN
29386	$665.64	Accountemps	Temporary Labor
29387	$111.65	Airgas Inc	Safety: Breathing Air
29388	$3,994.04	Armanino LLP	Consulting Services
29389	$245.65	AT&T	Telephone RSF5
29390	$1,694.99	AT&T Calnet 2/3	Telephone RSF
29392	$60.21	Complete Office of California Inc	Office Supplies
29393	$41,734.86	Debra L. Reilly	Human Resource Services
29395	$31.80	EDCO Waste & Recycling Inc	Trash RSF6
29396	$12,571.47	Enerspect Medical Solutions LLC	CSA-17 Contract
29397	$422.98	Ferrellgas Inc	Elec/Gas/Propane RSF5
29398	$1,612.55	Fire ETC Inc	Safety: Equipment & Boots
29399	$2,160.00	Fitch Law Firm Inc	Legal Services
29400	$168.39	Gloria J Murphy	Training Equipment/Supplies Volunteer Di
29401	$71.08	Griffin Hardware Co.	Miscellaneous
29402	$3,661.08	Guardian Life Insurance Co	Medical Insurance
29403	$349.51	Home Depot, Inc	Radio Batteries-Motorolla, Dble AA for C, Station Maintenance
29404	$587.82	Konica Minolta Business Inc	Copier Maintenance Contract
29405	$752.50	Kronos - Telestaff	Computer - License/Software
29406	$2,091.77	L N Curtis & Sons Inc	Safety Equipment
29407	$149.97	Leading Locksmith Co	Building ADMIN
29408	$396.00	Lincoln National Life Ins Co	Life Insurance/EAP
29409	$681.84	Michel, Tony J	Admin - Meal/Lodging/Travel
29410	$5,558.07	Olivenhain Municipal Water District	Sewer/water RSF
29411	$132.95	Orion Broadband	Telephone RSF1
29412	$269.46	Pitney Bowes Inc	Equipment Rental
29413	$730.00	Power Plus!	Elec/Gas/Propane RSF5
29414	$1,030.00	R.E. Badger & Son, Inc.	Building RSF2

29415	$325.00	Rancho Santa Fe Rotary	Association Dues
29416	$70.00	RSF Mail Delivery Solutions	Mail Delivery Service
29417	$1,378.25	Santa Fe Irrigation District	Water
29418	$150.00	SDCFCA - FPO Section	Association Dues
29419	$11,676.67	SDG&E	Elec/Gas/Propane RSF
29420	$2,797.17	SoCo Group Inc	Fuel: Gasoline & Diesel
29420	$2,797.17	SoCo Group Inc	Fuel: Gasoline & Diesel
29420	$2,797.17	SoCo Group Inc	Fuel: Gasoline & Diesel
29421	$23.60	Solarplacard Inc	Safety Equipment
29422	$32.00	State of CA Dept of Justice	Background Investigation
29423	$66.00	Terminix International	Building RSF6
29424	$107.48	Time Warner Cable	Cable RSF4
29424	$107.48	Time Warner Cable	Cable - Admin
29425	$441.58	TPx	Telephone ADMIN
29426	$44.69	U P S	Shipping Service
29426	$44.69	U P S	Shipping Service
29427	$598.00	U.S. HealthWorks	Medical Services: Volunteers
29427	$598.00	U.S. HealthWorks	Medical Services: Volunteers
29428	$2,055.40	Uniforms Plus	Uniforms: Safety Personnel
29428	$2,055.40	Uniforms Plus	Uniforms: Safety Personnel
29428	$2,055.40	Uniforms Plus	Uniforms: Safety Personnel
29428	$2,055.40	Uniforms Plus	Uniforms: Safety Personnel
29429	$1,608.60	United Site Services	Sewer RSF5
29430	$249.56	Verizon Wireless	Cellular: Phones - New/Replacement
EFT000000000355	$533.62	Havens, Burgen	Admin - Meal/Lodging/Travel
Misc	$2,479.82		Medical Reimbursements
Subtotal	**$210,833.66**		

ACH Transfer	$59,369.02	CalPERS	Nov 2017 Health
ACH Transfer	$143,144.73	CalPERS	Sep 2017 Retirement
ACH Transfer	$2,100.00	CalPERS	GASB-68 FY18
Subtotal	**$204,613.75**		

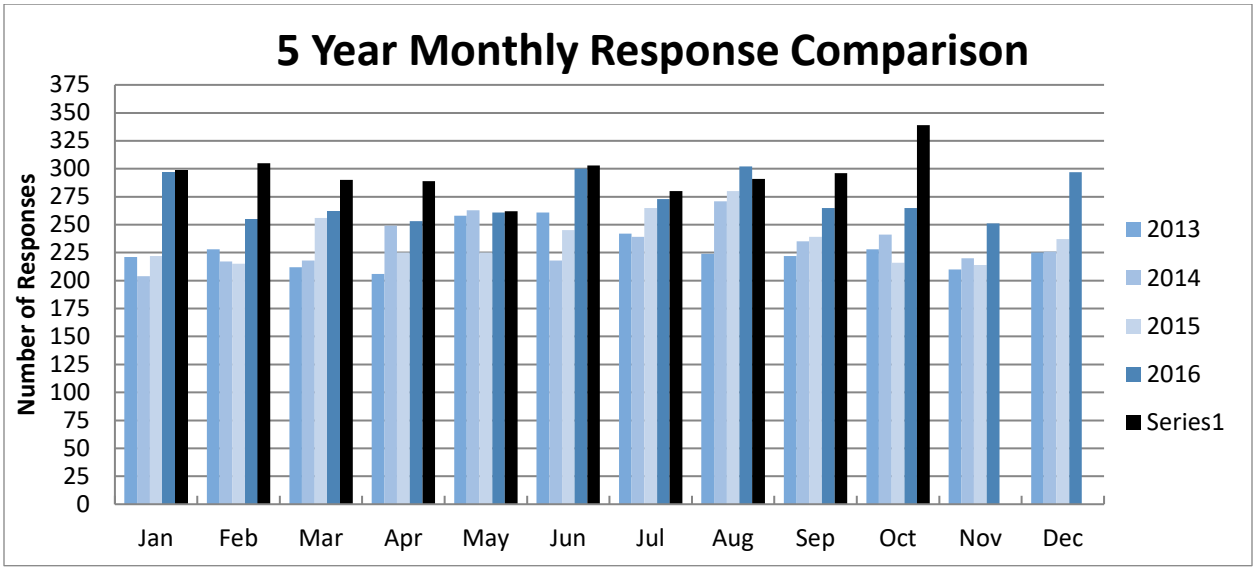
10/15/2017	$450,804.44	RSFFPD	Payroll
10/26/2017	$7,424.05	RSFFPD	Payroll
10/31/2017	$425,712.51	RSFFPD	Payroll
Subtotal	**$883,941.00**		
Total	**$1,299,388.41**		

Rancho Santa Fe Fire Protection District
Investment Portfolio - Listing

	County of San Diego			Local Agency Investment Fund			Bank of America			CalTrust Investment		
Date	Average Daily Cash Balance	Interest Rate - %	Qtrly Earnings	Account Balance	Interest Rate - %	Qtrly Earnings	Account Balance	Interest Rate - %	Qtrly Earnings	Account Balance	Share Value	Qtrly Earnings
FY16												
9/30/2015	9,116,014	0.1207499	11,007.58	2,507,708	0.3200	2,019.12	68,654.93	0.000200	3.47			
12/31/2015	7,972,012	0.1723940	13,743.27	2,509,727	0.3700	2,322.84	68,654.40	0.000200	3.47			
3/31/2016	10,342,559	0.1391914	14,395.95	2,512,050	0.4600	2,899.70	68,661.81	0.000200	3.41			
6/30/2016	11,809,274	0.1433726	16,931.26	2,514,950	0.5500	3,421.54	68,665.23	0.000200	3.42			
	Annual Rate	0.5757079	$ 56,078.06	Annual Rate	0.4250	$ 10,663.20	Annual Rate	0.000200	$ 13.77	Avg Share Value	0.000000	$ -
FY17												
9/30/2016	9,720,648.93	0.2181028	21,201.01	2,518,371.32	0.6000	3,826.52	68,668.68	0.000200	3.45	4,531,619.73	10.100000	124.73
12/31/2016	10,718,806.24	0.2148859	23,033.20	2,522,197.84	0.6800	4,296.15	68,672.13	0.000200	3.42	4,512,312.82	10.090000	12,123.83
3/31/2017	11,627,772.17	0.2929174	34,059.77	2,526,493.99	0.7800	4,833.54	68,675.52	0.000200	3.39	4,557,077.20	10.090000	13,333.64
6/30/2017	13,078,710.09	0.2982185	40,097.61	2,531,527.53	0.9200	5,829.30	68,678.95	0.000200	3.43	4,566,555.96	10.090000	14,268.88
	Annual Rate	1.0241246	$ 118,391.59	Annual Rate	0.7450	$ 18,785.51	Annual Rate	0.000200	$ 13.69	Avg Share Value	10.092500	$ 39,851.08
FY18												
9/30/2017	11,283,998.32	0.3140160	35,433.56	2,537,156.83	1.0700	6,866.96	68,682.42	0.000200	3.47	4,556,287.68	10.030000	16,430.89
12/31/2017												
3/31/2018												
6/30/2018												
	Annual Rate	0.314016	$ 35,433.56	Annual Rate	1.0700	$ 6,866.96	Annual Rate	0.000200	$ 3.47	Avg Share Value	10.0300	$ 16,430.89

September/October Incident Count

Stations 1 - 6



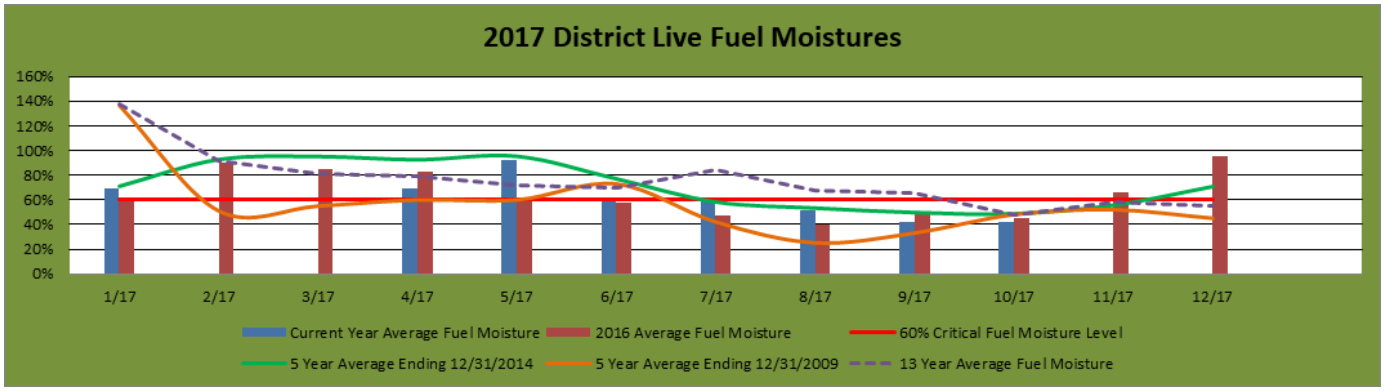
2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	299	305	290	289	262	303	280	291	296	339			2,954
YTD	299	604	894	1,183	1,445	1,748	2,028	2,319	2,615	2,954			8.0%
2016	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**YTD Responses**
Responses	297	255	262	253	261	300	273	302	265	265	251	297	3,281
YTD	297	552	814	1,067	1,328	1,628	1,901	2,203	2,468	2,733	2,984	3,281	15.6%
2015	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**YTD Responses**
Responses	222	215	256	225	225	245	265	280	239	216	214	237	2,839
YTD	222	437	693	918	1,143	1,388	1,653	1,933	2,172	2,388	2,602	2,839	1.3%
2014	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**YTD Responses**
Responses	204	217	218	249	263	218	239	271	235	241	220	226	2,801
YTD	204	421	639	888	1,151	1,369	1,608	1,879	2,114	2,355	2,575	2,801	2%
2013	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**YTD Responses**
Responses	221	228	212	206	258	261	242	224	222	228	210	225	2,737
YTD	221	449	661	867	1,125	1,386	1,628	1,852	2,074	2,302	2,512	2,737	

Incident Response Summary by Station Date Range: From 9/1/2017 To 9/30/2017	
Station: RSF1	68
Station: RSF2	90
Station: RSF3	70
Station: RSF4	43
Station: RSF5	19
Station: RSF6	6
Total Incident Count:	**296**

Incident Response Summary by Station Date Range: From 10/1/2017 To 10/31/2017	
Station: RSF1	73
Station: RSF2	127
Station: RSF3	57
Station: RSF4	44
Station: RSF5	29
Station: RSF6	9
Total Incident Count:	**339**

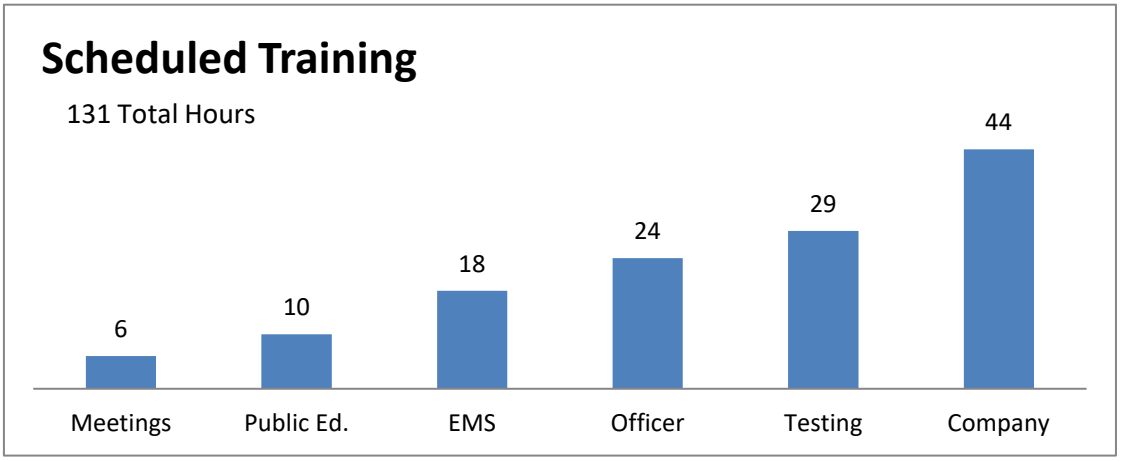
Incident Summary by Incident Type Date Range: From 9/1/2017 To 9/30/2017	
Incident Type	**Incident Count**
Fire	11
EMS/Rescue	153
Hazardous Condition	7
Service Call	34
Good Intent	73
False Call	17
Other	0
Blank or Invalid	1
Totals	**296**

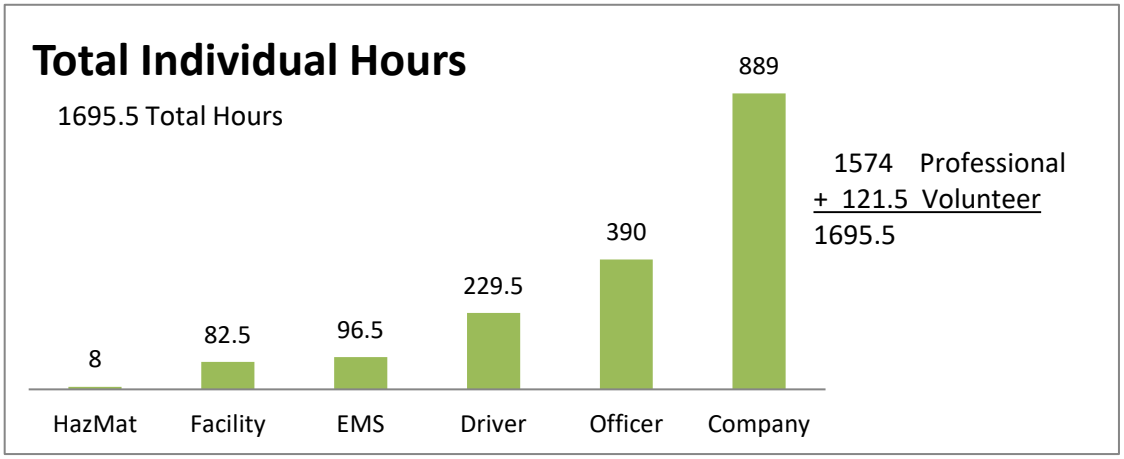
Incident Summary by Incident Type Date Range: From 10/1/2017 To 10/31/2017	
Incident Type	**Incident Count**
Fire	21
EMS/Rescue	153
Hazardous Condition	4
Service Call	32
Good Intent	89
False Call	31
Other	0
Blank or Invalid	9
Totals	**339**

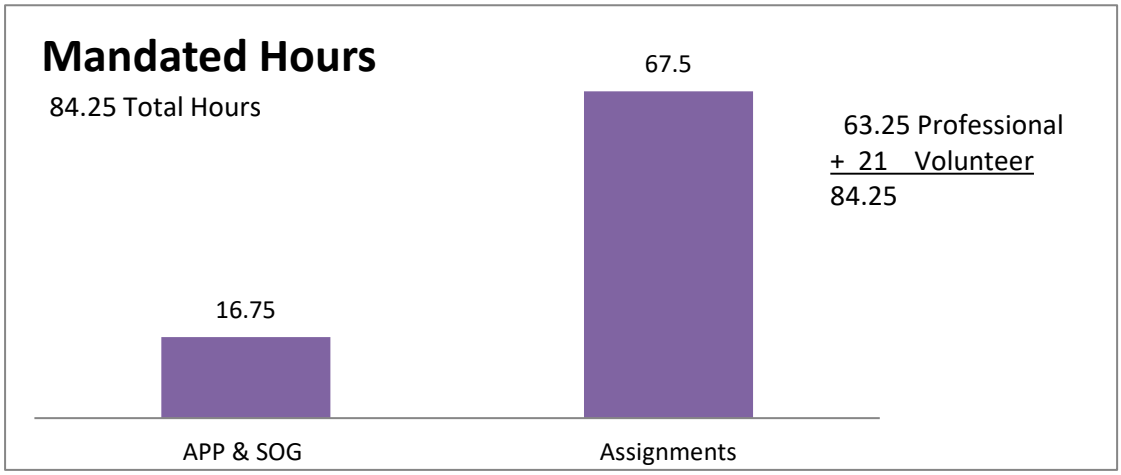


Significant Incidents/Overhead Assignments				
DATE	**Incident/ Location**	**TYPE**	**UNIT/PERSON**	**MISC**
08/30 – 09/17	Tulare Ranger Unit – Pier Fire	Wildland	B261	Mutual Aid to Tulare County
09/02 -09/08	LA County – LaTuna fire	Wildland	E263	Mutual Aid To LA County
09/02	Riverside County – Palmer Fire	Wildland	OES 336	Mutual Aid to Riverside County
09/04 – 09/25	Shasta/Trinity	Wildland	OH2692	Mutual Aid to Trinity County
09/05	Lazy River Rd	Structure	E263, T131, E264, E262, B261, M264	Structure Fire/sprinkler controlled
09/05	Cancha De Golf	Structure	E261, E238, E237, T235 B261, M494, P2650	Structure Fire/sprinkler controlled
09/26	Orange County- Canyon Fire	Wildland	WT264	Mutual Aid to Orange County
09/29	Orange County- Canyon Fire	Wildland	OES 336	Mutual Aid to Orange County
10/07	San Diego – Rice Canyon	Wildland	WT264	Mutual Aid to San Diego
10/09	San Diego – Bandy Canyon	Wildland	BR262	Mutual Aid to San Diego
10/09 -10/20	Orange – Canyon II /Napa – Southern LNU Complex	Wildland	B261, E264	Mutual aid to Orange and Napa County
10/15	Harmony Grove	Wildland	B142, E106, WT264, WT266, BR265, BR147, BR143, B261R, C2603	(2) suspicious fires in HG & EFF
10/21	County of San Diego – Church 2	Wildland	B261	Mutual Aid to San Diego County
10/22 -	October move up – RSF 2	Wildland	BR261	October Pre-Deploy Strike Team
10/28	**San Diego**	**Structure**	**E262**	**Auto Aid to S.D. (2) fatalities**

Training Division
September 2017







See next page for description.

Training Division - Descriptions

Scheduled Training

Training hours are planned annually. This is to maintain a well organized year and to help the firefighters be successful with the hours required by Federal, State, Local.

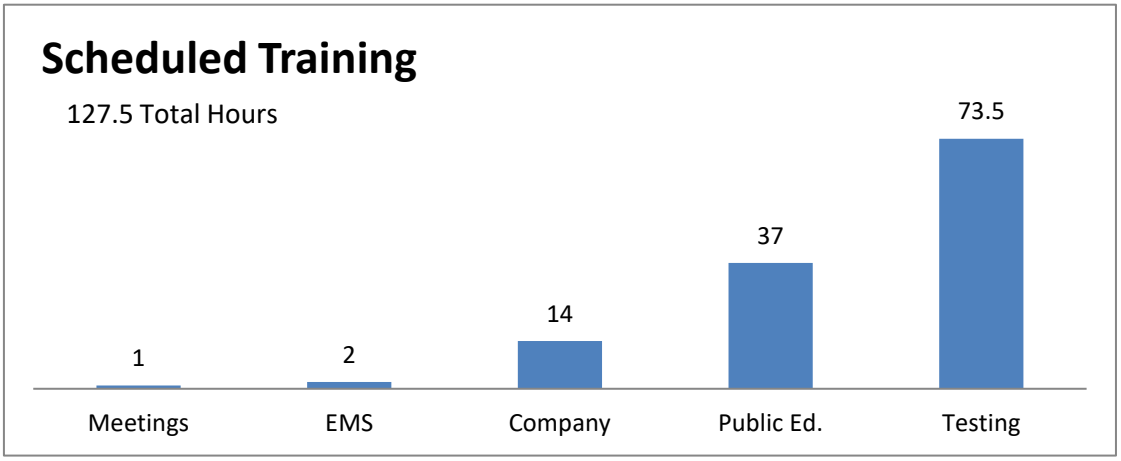
Total Individual Hours - 6 Subjects

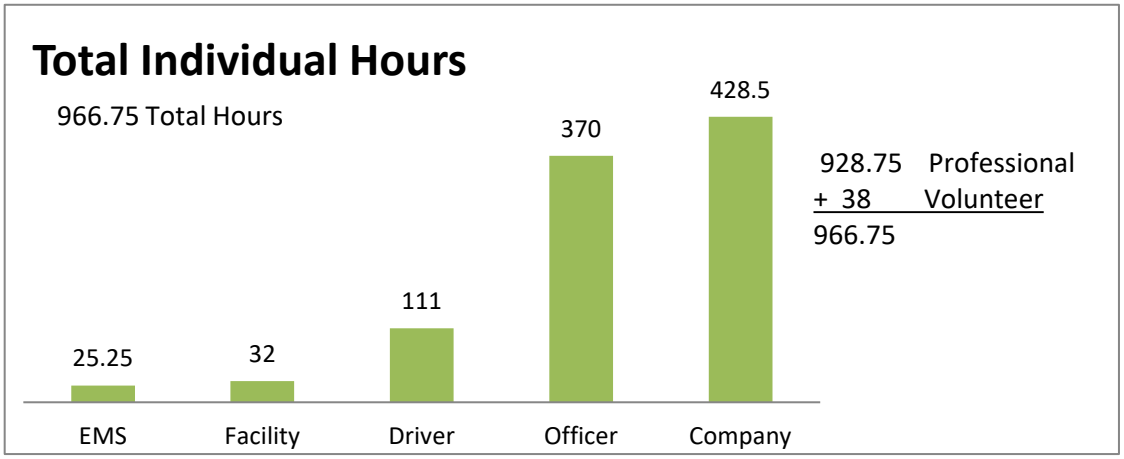
Subject	Definition	Examples
Company	Documentation of all Company Training that is not Driver, Officer, Haz-Mat, or Facility Training.	Aerial Ladder, Hose, Ladders, Physical Fitness, SCBA, Technical Rescue, Ventilation, etc.
Driver	This is for documenting Driver Training hours. Per ISO standards employees considered a "Driver" will be required to complete 12 hours of Driver Training annually. You can use this same form to record Driver Training hours for Non-Drivers and it will be counted towards Company Training.	Apparatus Inspections & Maintenance, Basic Hydraulics, Defensive Driving, Maps, Driving Heavy Vehicles, Etc.
Facility	This is live training conducted at an approved site. For the location to be approved it must have at least two acres on the property, a three story tower, and a burn facility. It is also important to note that the training must not just occur on the approved site, but the facility itself must be used. If your users are just sitting in a classroom at an approved site, this cannot count towards facility hours and the completion would need to be applied elsewhere. However, if the classroom portion was followed by utilization of the facility, the entire time could count towards Facility Training.	Company Evolutions, NFPA 1410 Driver/Operator, NFPA 1002 Fire Officer, NFPA 1021 Firefighter Skills, NFPA 1001 Hazardous Materials, NFPA 472 Live Fire, NFPA 1403 Other NFPA Fire Based Training
HazMat	This is for documenting Hazardous Materials Training hours. Per ISO standards all firefighters are required to complete 6 hours of Hazardous Materials Training annually.	DOT Guidebook Review, Decontamination Procedures, First Responder Operations, Etc.
Officer	Per ISO standards employees considered a "Officer" will be required to complete 12 hours of Officer Training annually. You can use this same form to record Officer Training hours for Non Officers and it will be counted towards Company Training.	Dispatch, General Education, Meetings, Orientation, Exam, Management Principles, Personnel, Promotional, Public Relations, Etc.
EMS	EMS is not tracked or required by Insurance service Organization for Rating. EMS Continuing Education is tracked for recertification of Paramedics (48/2yrs) and EMT (24/2yrs).Through Emergency Service Medical Administration (EMSA).	Continuing Education and SIMS

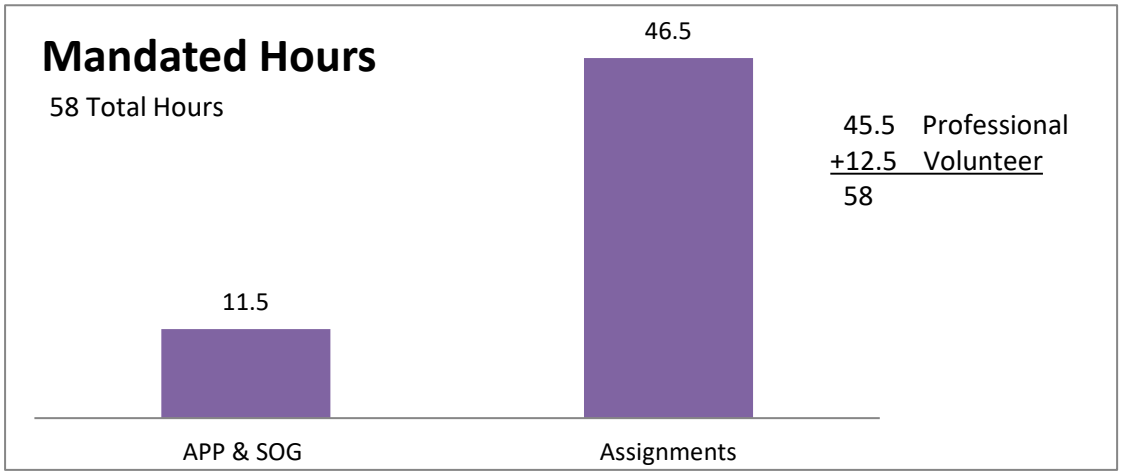
Mandated Hours

Hours completed through an assignment on an online database (Target Solutions). Mandated assignments are required by either Federal, State, Local.

Training Division
October2017







See next page for description.

Training Division - Descriptions

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Total Individual Hours - 6 Subjects

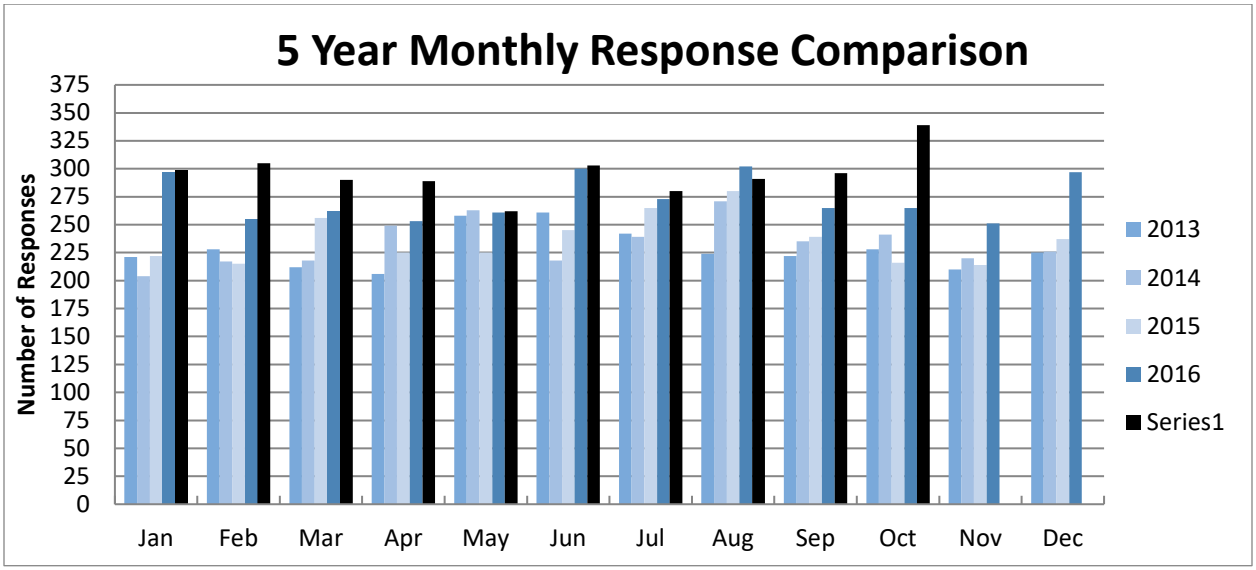
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September/October Incident Count

Stations 1 - 6



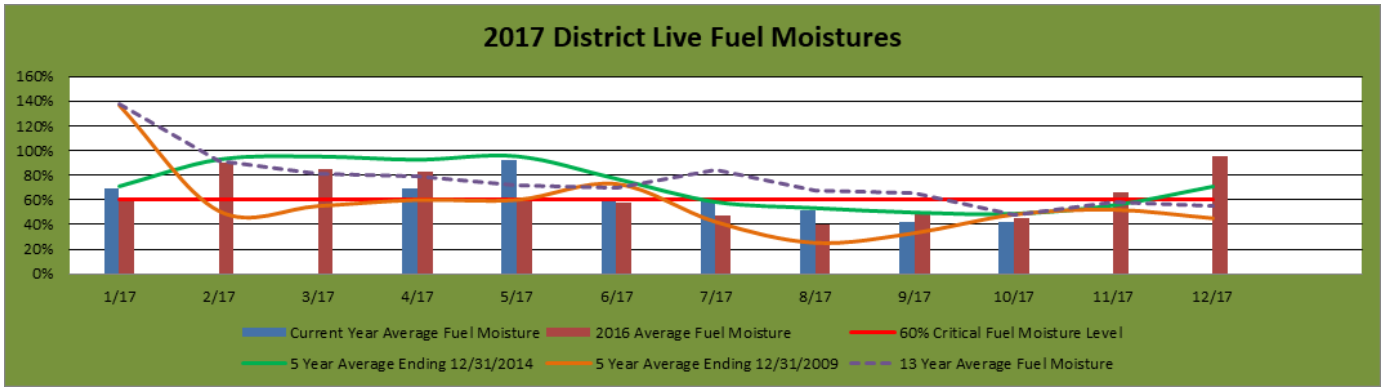
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Service Call	34
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09/05	Lazy River Rd	Structure	E263, T131, E264, E262, B261, M264	Structure Fire/sprinkler controlled
09/05	Cancha De Golf	Structure	E261, E238, E237, T235 B261, M494, P2650	Structure Fire/sprinkler controlled
09/26	Orange County- Canyon Fire	Wildland	WT264	Mutual Aid to Orange County
09/29	Orange County- Canyon Fire	Wildland	OES 336	Mutual Aid to Orange County
10/07	San Diego – Rice Canyon	Wildland	WT264	Mutual Aid to San Diego
10/09	San Diego – Bandy Canyon	Wildland	BR262	Mutual Aid to San Diego
10/09 -10/20	Orange – Canyon II /Napa – Southern LNU Complex	Wildland	B261, E264	Mutual aid to Orange and Napa County
10/15	Harmony Grove	Wildland	B142, E106, WT264, WT266, BR265, BR147, BR143, B261R, C2603	(2) suspicious fires in HG & EFF
10/21	County of San Diego – Church 2	Wildland	B261	Mutual Aid to San Diego County
10/22 -	October move up – RSF 2	Wildland	BR261	October Pre-Deploy Strike Team
10/28	**San Diego**	**Structure**	**E262**	**Auto Aid to S.D. (2) fatalities**

$500 check enclosed

Thank you to the crews who assisted my husband when he fell.

Barbara Levin

RedZone Disaster Intelligence LLC
10650 Treena Street, Suite 303
San Diego, CA 92131
www.redzone.co

September 22, 2017

Fred Cox, Deputy Chief
Rancho Santa Fe Fire Protection District
18027 Calle Ambiente, P.O. Box 410
Rancho Santa Fe, California, 92067

Dear Chief Cox,

RedZone would like to extend a big thanks to you and Fire Prevention Specialist Brandon Closs.

On Thursday September 7, 2017, RedZone received a request from the Chubb Group of Insurance Companies, one of our clients. Several Insurance Underwriters were looking to visit a "Shelter in Place" community. Their goal is to better educate their Policy Holders and Executive Staff to what a "Shelter in Place" community looks like, to learn about structure defense planning, and to understand the safety measures that have been built into the community.

Chubb Senior Vice President Kelly Rauch came to us with this request. With yours and Brandon's assistance and willingness to lead the tour, Kelly was able to provide a high quality field trip to a "Shelter in Place" community for the group of Underwriters on Wednesday September 12, 2017. During the tour, Brandon spent over an hour with the group and was able to answer their many questions so they could better understand the concept of what a "Shelter in Place" community exhibits.

Again, thank you very much for helping to make this a successful educational experience for the group of Underwriters and with such short notice.

Sincerely,

Clark W. Woodward, CEO
RedZone Disaster Intelligence, LLC

By, Douglas J. Lannon, Senior Fire Liaison

Initials: DJL

Rancho Santa Fe Fire Protection District

Fire Prevention Bureau Monthly Activity Summary

September 2017

PLAN REVIEW

RESIDENTIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	7	20,638
Fire Inspector	4	10,484
Fire Inspector/Forester	3	9,634
TOTAL	**14**	**40,756**

RESIDENTIAL ADDITIONS	Original Sq Footage	Added Sq Footage
Fire Marshal	5,928	942
Fire Inspector	964	1,074
Fire Inspector/Forester	0	762
TOTAL	**6,892**	**2,778**

COMMERCIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	0	0
Fire Inspector	0	0
Fire Inspector/Forester	0	0
TOTAL	**0**	**0**

TOTAL NEW CONSTRUCTION		Sq Footage
Based on permitted Sq footage	**Total Added**	**43,534**

FIRE SPRINKLER REVIEWS	Commercial	Residential
Fire Marshal	0	6
Fire Inspector	0	8
Fire Inspector/Forester	0	0
TOTAL	**0**	**14**

TENANT IMPROVEMENTS	Number of Structures	Sq Footage
Fire Marshal	5	0
Fire Inspector	0	0
Fire Inspector/Forester	0	0
TOTAL	**5**	**0**

LANDSCAPE REVIEWS	Number of Reviews	Staff Hours
Fire Marshal	0	0.00
Fire Inspector	0	0.00
Fire Inspector/Forester	22	10.25
TOTAL	**22**	**10.25**

Rancho Santa Fe Fire Protection District

Fire Prevention Bureau Monthly Activity Summary

September 2017

SERVICES PROVIDED- FIRE PREVENTION

DPLU -All Staff	Number	Staff Hours
Project Availability Forms	0	0.00
Use Permits	0	0.00
Zaps	0	0.00
Administrative Review	0	0.00
Habit Plans	0	0.00
Approval Letters	0	0.00
CWPP/FPP	3	3.00
TOTAL	3	3.00

INSPECTION SERVICES- All Staff	Number of Inspections	Staff Hours
Undergrounds	3	2.00
Hydros (Fire Sprinklers)	33	25.25
Finals (Structures)	38	44.00
Landscape	11	5.50
Reinspections	14	0.50
Tents/Canopy	5	9.00
Burn Permits	3	2.00
Department of Social Service Licensing	1	1.00
Knox/Strobe	0	0.00
Code Enforcement	0	0.00
Engine Company Follow Up	1	2.00
Misc.	0	0.00
TOTAL	109	91.25

HAZARD INSPECTIONS - All Staff	Number of Inspections	Staff Hours
Weed Abatement Inspection	120	9.88
Weed Abatement Reinspection	211	27.50
1st Notice	82	20.50
2nd Notice	53	12.00
Final Notice	22	5.50
Forced Abatement	0	0.00
Annual Mailers	0	0.00
Homeowner Meeting	19	11.00
WUI	0	0.00
TOTAL	507	86.38

GRADING -All Staff	Number of Reviews	Staff Hours
Plan Review	4	5.00
TOTAL	4	5.00

Rancho Santa Fe Fire Protection District

Fire Prevention Bureau Monthly Activity Summary

September 2017

ADMINISTRATIVE SERVICES- FIRE PREVENTION

SPECIAL ACTIVITIES/EDUCATION-All Staff	Number	Staff Hours
GIS Mapping	0	0.00
CalFire Crew Projects	0	0.00
Hazmat	0	0.00
Emergency Response/Support	0	0.00
Training Classes	17	188.00
Conferences	0	0.00
Meetings	29	15.0
Other	0	0.00
Supervison	0	0.00
Fuels Reduction	1	2.00
TOTAL	47	205.00

FIRE PREVENTION -All Staff	Number	Staff Hours
Incoming Phone Calls	366	91.50
Correspondence	372	93.00
Consultations	53	53.00
Plan Review	74	74.00
Scanning	200	50.00
General Office	180	180.00
TOTAL	1,245	541.50

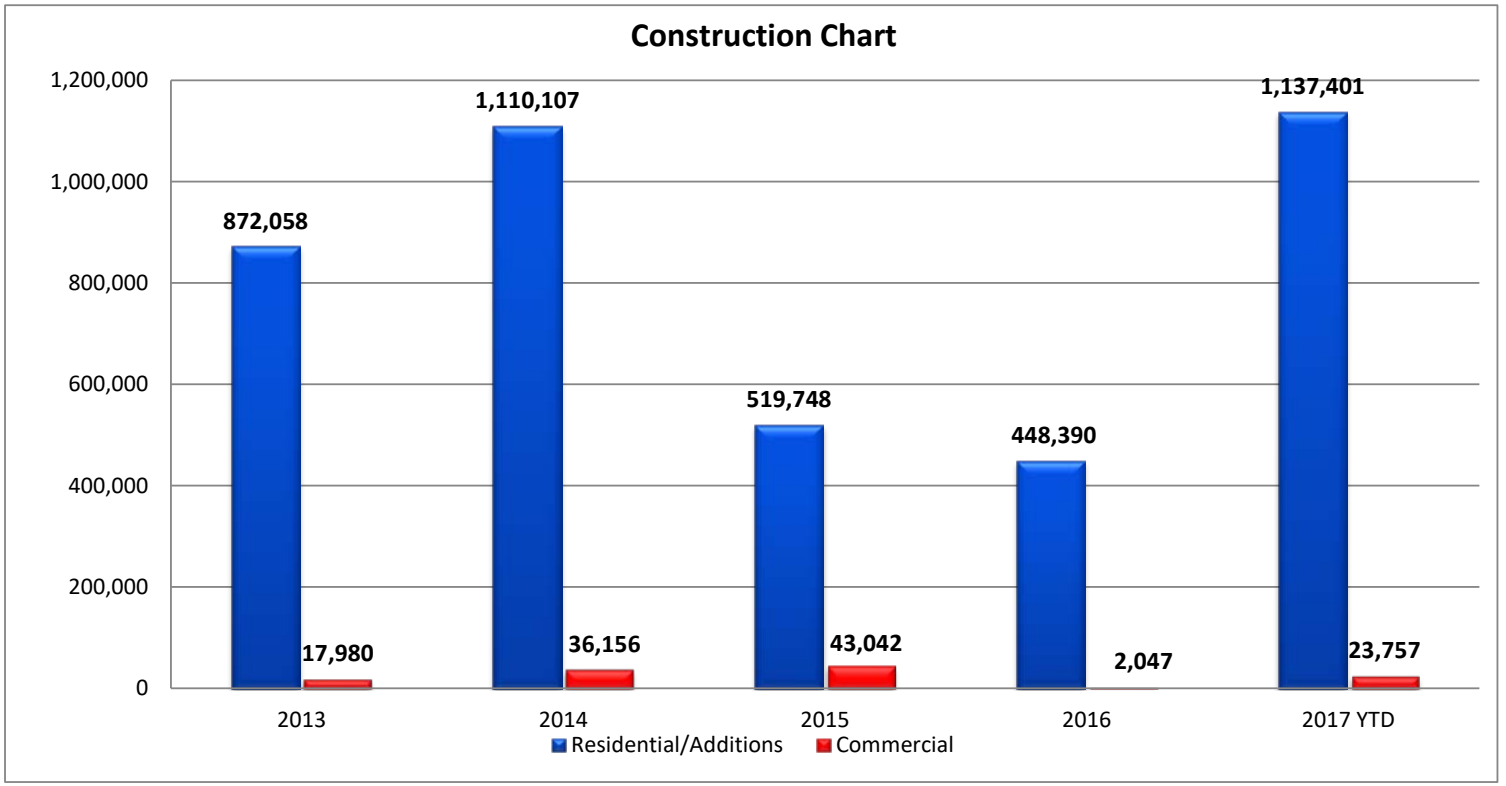
ADMINISTRATIVE SERVICES- OFFICE SUPPORT

OFFICE COORDINATOR-PREVENTION	Number	Staff Hours
Phone Calls (All Administrative Staff) Internal & External	724	36.20
Correspondence	408	102.00
Walk in/Counter (All Administrative Staff)	351	29.25
Knox Application Request	5	1.25
Burn Permits	3	1.00
UPS Outgoing Shipments	5	0.42
Plan Accepted/Routed	76	52.00
Special Projects	10	10.00
Scanning Documents/Electronic Files	450	112.50
Meetings: Admin/Prevention/Admin Shift	10	5.00
Post Office Runs	3	1.50
Deposit runs and preparations	25	12.50
TOTAL	2,070	363.62

Rancho Santa Fe Fire Protection District

Fire Prevention Bureau Monthly Activity Summary

September 2017



Year	Res/Add	Comm	Total
2013	872,058	17,980	890,038
2014	1,110,107	36,156	1,146,263
2015	519,748	43,042	562,790
2016	448,390	2,047	450,437
2016 YTD	339,785	2,047	341,832
2017 YTD	1,137,401	23,757	1,161,158

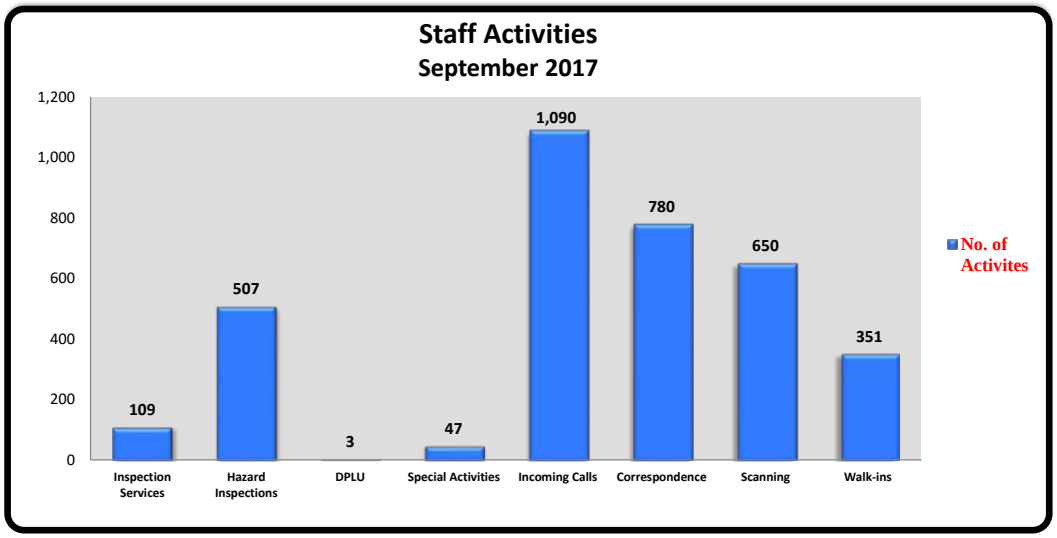
Comparison 2016/2017 Total Square Footage

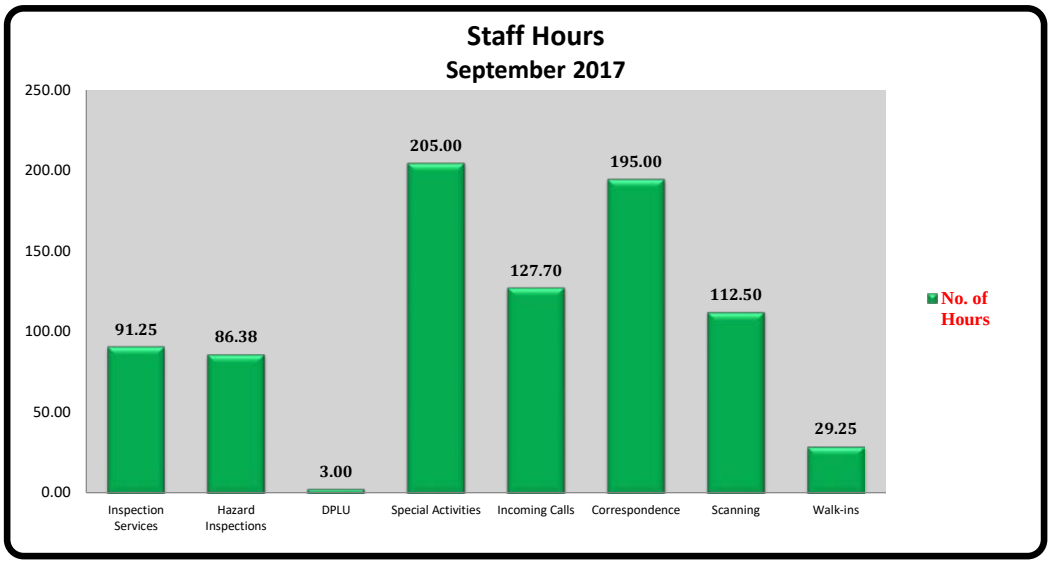
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	28,971	25,957	12,480	19,850	15,989	47,693	28,456	91,542	70,894	25,511	54,531	28,563
2017	48,435	40,807	23,518	61,889	78,701	220,963	585,112	58,173	43,534			

Rancho Santa Fe Fire Protection District

Fire Prevention Bureau Monthly Activity Summary

September 2017





Comparison 2016/2017 Total Monthly Hours/Activities

2016	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Activities	1517	1448	1473	1778	1841	3031	3081	3442	3462	3107	2491	1602
Hours	291.25	342.92	316.17	373.08	385.52	504.02	614.88	629.98	637.08	572.3	522.18	392.63

2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Activities	2187	2019	2614	2384	3137	3617	3300	3938	3537			
Hours	482.62	494.10	578.82	567.50	676.43	745.76	713.5	844.47	850.08			

NOTE: This summary report is not intended to capture all staff hours worked but only to illustrate activity.

Rancho Santa Fe Fire Protection District
Public Education Coordinator Monthly Activity Summary
September 2017

WEBSITE/INTERNET	Staff Hours
Update existing info & documents:	**4.0**
Updated home page, news, photos, etc	4.0
Compile & write new information:	**0.0**
	2.0
Social Media	**12.0**
Facebook "Fans" - 927	4.0
Instagram "Followers" - 221	4.0
Twitter "Followers" - 2,774	4.0
TOTAL	**16.0**

PUBLICATIONS	Staff Hours
Design/write brochures, flyers, etc:	**1.0**
Car Seat Form	1.0
TOTAL	**1.0**

Rancho Santa Fe Fire Protection District
Public Education Coordinator Monthly Activity Summary
September 2017

MEDIA RELATIONS	Staff Hours
On-scene Public Information Officer:	**0.0**
Press Releases:	**2.0**
Morgan Run Sprinkler Activation	2.0
Other Articles/Stories/Interviews:	**2.0**
Elfin Forest Thank you	2.0
TOTAL	**4.0**

EDUCATIONAL PROGRAMS/PRESENTATIONS	Staff Hours
Children's Programs	**36.0**
Hands-only CPR, Horizon Prep	8.0
Hands-only CPR, Oak Valley MS	8.0
Fire Prevention Month Prep	20.0
Adult Programs:	**2.0**
Fire Prevention Presentation, The Bridges	2.0
TOTAL	**38.0**

Rancho Santa Fe Fire Protection District

Public Education Coordinator Monthly Activity Summary

September 2017

EVENTS	Staff Hours
External/Community Events:	**0.0**
Internal Events:	**0.0**
TOTAL	**0.0**

CONTINUING EDUCATION	Staff Hours
Training Classes:	**12.0**
Leadership Training with Mike Kraus	12.0
Conferences:	**0.0**
Meetings:	**11.0**
Staff meetings	2.0
Shift Meetings	
CSA17 Meeting	1.0
So Cal Pub Ed	8.0
TOTAL	**23.0**

CLERICAL	Staff Hours
Prevention-related:	**42.0**
Mailbox, email inbox, phone calls, news clips, etc.	36.0
Phone Calls	6.0
Non-prevention/non-minute related:	**21.0**
TOTAL	**63.0**
TOTAL HOURS	**145.0**

Rancho Santa Fe Fire Protection District

Fire Prevention Bureau Monthly Activity Summary

October 2017

PLAN REVIEW

RESIDENTIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	4	22,358
Fire Inspector	2	0
Fire Inspector/Forester	13	42,437
TOTAL	**19**	**64,795**

RESIDENTIAL ADDITIONS	Original Sq Footage	Added Sq Footage
Fire Marshal	30,139	4,610
Fire Inspector	0	0
Fire Inspector/Forester	0	0
TOTAL	**30,139**	**4,610**

COMMERCIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	0	0
Fire Inspector	0	0
Fire Inspector/Forester	0	0
TOTAL	**0**	**0**

TOTAL NEW CONSTRUCTION		Sq Footage
Based on permitted Sq footage	**Total Added**	**69,405**

FIRE SPRINKLER REVIEWS	Commercial	Residential
Fire Marshal	0	3
Fire Inspector	0	3
Fire Inspector/Forester	0	0
TOTAL	**0**	**6**

TENANT IMPROVEMENTS	Number of Structures	Sq Footage
Fire Marshal	8	39,580
Fire Inspector	0	0
Fire Inspector/Forester	0	0
TOTAL	**8**	**39,580**

LANDSCAPE REVIEWS	Number of Reviews	Staff Hours
Fire Marshal	0	0.00
Fire Inspector	0	0.00
Fire Inspector/Forester	20	9.25
TOTAL	**20**	**9.25**

Rancho Santa Fe Fire Protection District

Fire Prevention Bureau Monthly Activity Summary

October 2017

SERVICES PROVIDED- FIRE PREVENTION

DPLU -All Staff	Number	Staff Hours
Project Availability Forms	1	1.00
Use Permits	0	0.00
Zaps	0	0.00
Administrative Review	0	0.00
Habit Plans	0	0.00
Approval Letters	0	0.00
CWPP/FPP	0	0.00
TOTAL	1	1.00

INSPECTION SERVICES- All Staff	Number of Inspections	Staff Hours
Undergrounds	2	2.50
Hydros (Fire Sprinklers)	33	23.00
Finals (Structures)	44	49.00
Landscape	11	6.50
Reinspections	13	0.00
Tents/Canopy	8	12.50
Burn Permits	0	2.00
Department of Social Service Licensing	0	0.00
Knox/Strobe	1	1.50
Code Enforcement	1	1.00
Engine Company Follow Up	1	0.00
Misc.	0	0.00
TOTAL	114	98.00

HAZARD INSPECTIONS - All Staff	Number of Inspections	Staff Hours
Weed Abatement Inspection	143	12.38
Weed Abatement Reinspection	198	26.50
1st Notice	93	23.25
2nd Notice	65	15.00
Final Notice	19	4.75
Forced Abatement	0	0.00
Postings	0	0.00
Annual Mailers	0	0.00
Homeowner Meeting	27	19.00
WUI	0	0.00
TOTAL	545	100.88

GRADING -All Staff	Number of Reviews	Staff Hours
Plan Review	8	13.00
TOTAL	8	13.00

Rancho Santa Fe Fire Protection District

Fire Prevention Bureau Monthly Activity Summary

October 2017

ADMINISTRATIVE SERVICES- FIRE PREVENTION

SPECIAL ACTIVITIES/EDUCATION-All Staff	Number	Staff Hours
GIS Mapping	0	0.00
CalFire Crew Projects	0	0.00
Hazmat	0	0.00
Emergency Response/Support	0	0.00
Training Classes	0	0.00
Conferences	0	0.00
Meetings	25	30.5
Other	0	0.00
Supervison	0	0.00
Fuels Reduction	0	0.00
TOTAL	25	30.50

FIRE PREVENTION -All Staff	Number	Staff Hours
Incoming Phone Calls	377	94.25
Correspondence	620	155.00
Consultations	57	57.00
Plan Review	89	89.00
Scanning	200	50.00
General Office	125	125.00
TOTAL	1,468	570.25

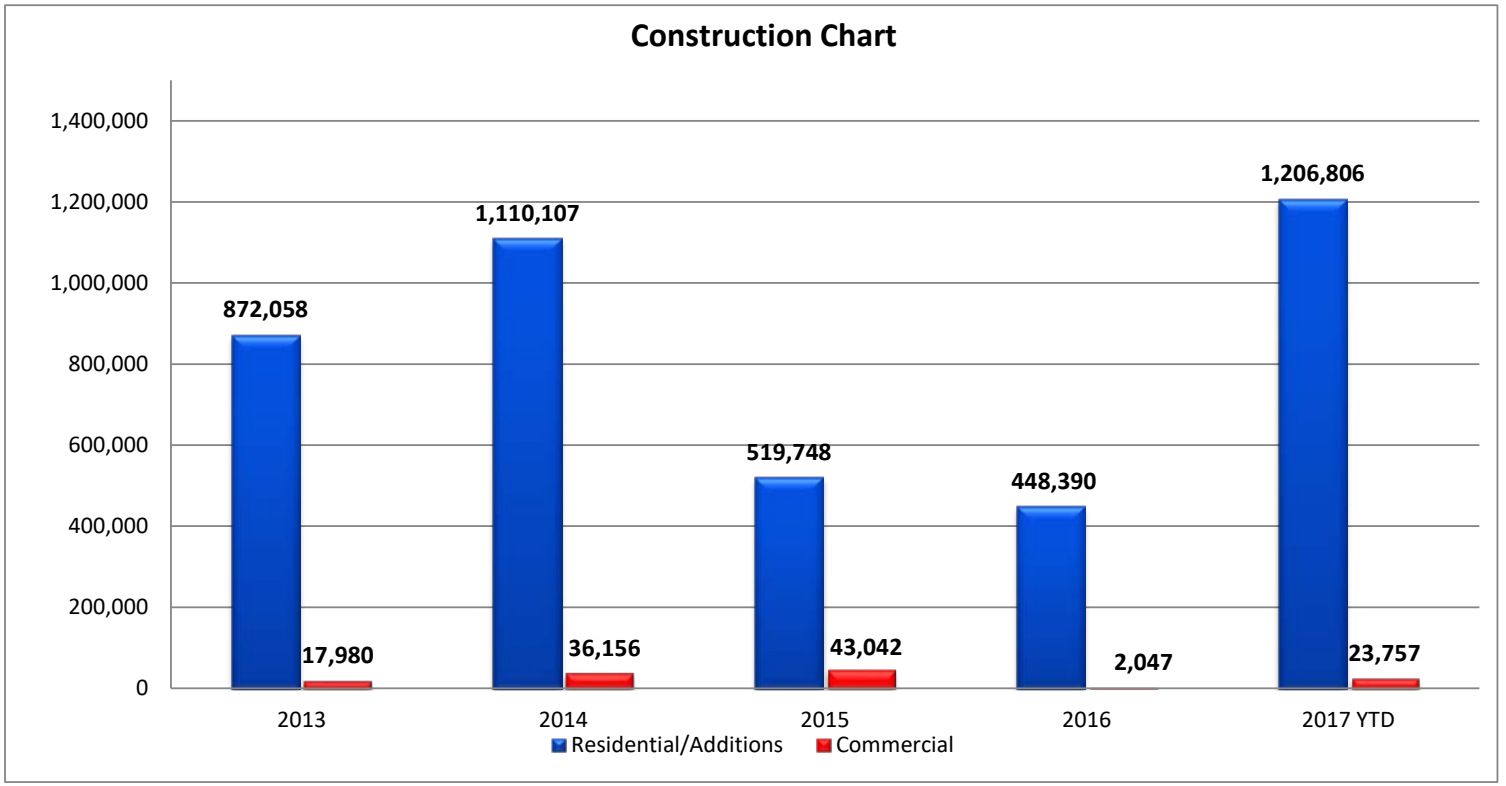
ADMINISTRATIVE SERVICES- OFFICE SUPPORT

OFFICE COORDINATOR-PREVENTION	Number	Staff Hours
Phone Calls (All Administrative Staff) Internal & External	862	43.10
Correspondence	312	78.00
Walk in/Counter (All Administrative Staff)	391	32.58
Knox Application Request	5	1.25
Burn Permits	0	1.00
UPS Outgoing Shipments	2	0.17
Plan Accepted/Routed	91	82.00
Special Projects	10	10.00
Scanning Documents/Electronic Files	450	112.50
Meetings: Admin/Prevention/Admin Shift	10	5.00
Post Office Runs	3	1.50
Deposit runs and preparations	25	12.50
TOTAL	2,161	379.60

Rancho Santa Fe Fire Protection District

Fire Prevention Bureau Monthly Activity Summary

October 2017



Year	Res/Add	Comm	Total
2013	872,058	17,980	890,038
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2015	519,748	43,042	562,790
2016	448,390	2,047	450,437
2016 YTD	339,785	2,047	341,832
2017 YTD	1,206,806	23,757	1,230,563

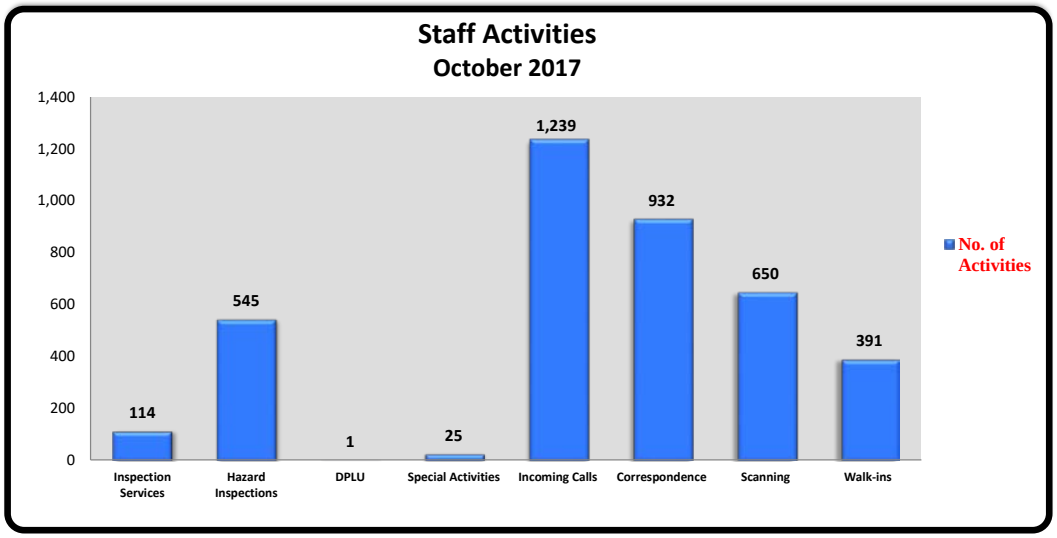
Comparison 2016/2017 Total Square Footage

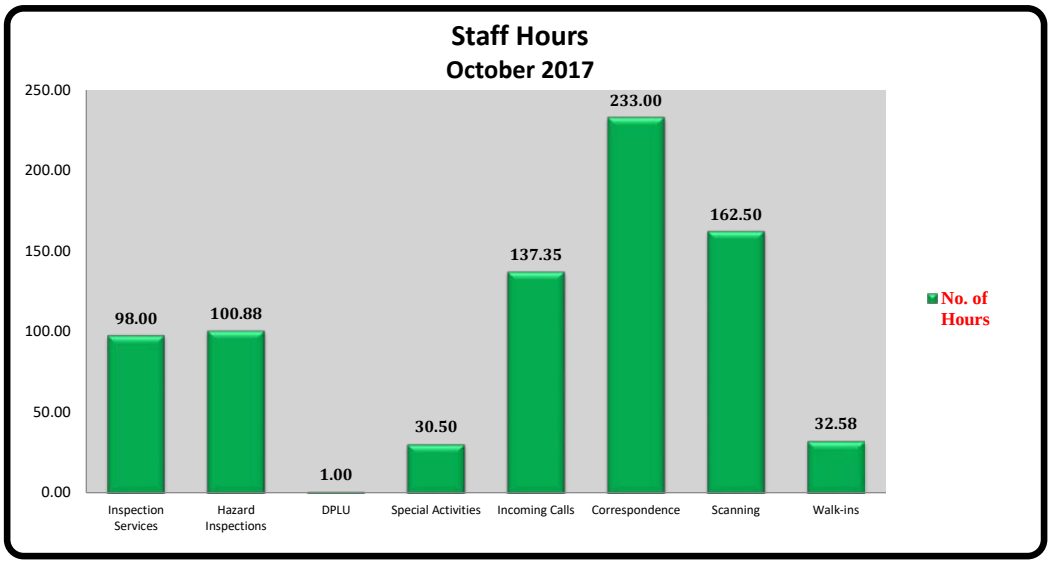
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2016	28,971	25,957	12,480	19,850	15,989	47,693	28,456	91,542	70,894	25,511	54,531	28,563
2017	48,435	40,807	23,518	61,889	78,701	220,963	585,112	58,173	43,534	69,405		

Rancho Santa Fe Fire Protection District

Fire Prevention Bureau Monthly Activity Summary

October 2017





Comparison 2016/2017 Total Monthly Hours/Activities

2016	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Activities	1517	1448	1473	1778	1841	3031	3081	3442	3462	3107	2491	1602
Hours	291.25	342.92	316.17	373.08	385.52	504.02	614.88	629.98	637.08	572.3	522.18	392.63

2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Activities	2187	2019	2614	2384	3137	3617	3300	3938	3537	3897		
Hours	482.62	494.10	578.82	567.50	676.43	745.76	713.5	844.47	850.08	795.81		

NOTE: This summary report is not intended to capture all staff hours worked but only to illustrate activity.

Rancho Santa Fe Fire Protection District
Public Education Coordinator Monthly Activity Summary
October 2017

WEBSITE/INTERNET	Staff Hours
Update existing info & documents:	**3.0**
Updated home page, news, photos, etc	3.0
Compile & write new information:	**0.0**
	2.0
Social Media	**8.0**
Facebook "Fans" - 944	4.0
Instagram "Followers" - 244	2.0
Twitter "Followers" - 2,860	2.0
TOTAL	**11.0**

PUBLICATIONS	Staff Hours
Design/write brochures, flyers, etc:	**1.0**
Evacuation for Lakes	1.0
TOTAL	**1.0**

Rancho Santa Fe Fire Protection District

Public Education Coordinator Monthly Activity Summary

October 2017

MEDIA RELATIONS	Staff Hours
On-scene Public Information Officer:	**0.0**
Press Releases:	**3.0**
Evacuation Preparation	2.0
Pancake Breakfast	1.0
Other Articles/Stories/Interviews:	**0.0**
TOTAL	**3.0**

EDUCATIONAL PROGRAMS/PRESENTATIONS	Staff Hours
Children's Programs	**42.0**
Fire Prevention Month	40.0
Station Tour	2.0
Adult Programs:	**6.0**
Fire Prevention Presentation, HGV	2.0
Fire Prevention Presentation, The Lakes/4S	2.0
Elfin Forest Block Captain Meeting	2.0
TOTAL	**48.0**

Rancho Santa Fe Fire Protection District

Public Education Coordinator Monthly Activity Summary

October 2017

EVENTS	Staff Hours
External/Community Events:	**4.0**
Roger Rowe School Halloween Contest and Parade	2.0
DNHS Homecoming Parade	1.0
Stage at Horizon Prep Football Game	1.0
Internal Events:	**15.0**
Pancake Breakfast Prep	15.0
TOTAL	**19.0**

CONTINUING EDUCATION	Staff Hours
Training Classes:	**0.0**
Conferences:	**0.0**
Meetings:	**3.0**
Staff meetings	2.0
Shift Meetings	
CSA17 Meeting	1.0
TOTAL	**3.0**

CLERICAL	Staff Hours
Prevention-related:	**42.0**
Mailbox, email inbox, phone calls, news clips, etc.	36.0
Phone Calls	6.0
Non-prevention/non-minute related:	**28.0**
TOTAL	**70.0**
TOTAL HOURS	**155.0**

Travel Expense Report - Board of Directors Report

Name James H. Ashcraft
Position Director
Period 10/23-25, 2017
Per Mile Reimbursement

Total Paid $999.10

Board Meeting 11/8/2017
Submitted by James H. Ashcraft
Reviewed by Board of Directors

Date	Description of Expense	Airfare	Lodging	Ground Transportation (Gas, Rental Car, Taxi)	Meals & Tips	Conferences and Seminars	Miles (Personal Car Only)	Mileage Reimbursement	Miscellaneous	Currency Exchange Rate	Expense Currency	U.S. $
6/20/2017	CalPERS Conference - Registration					$350.00		$0.00		1	USD	$350.00
10/22/2017	Dinner - Westin - Pinzinini				$35.77			$0.00		1	USD	$35.77
10/23/2017	Dinner - Westin - Seasons Grill				$14.24			$0.00		1	USD	$14.24
10/24/2017	Dinner - Yard House				$21.50			$0.00		1	USD	$21.50
10/25/2017	Westin		$577.59					$0.00		1	USD	$577.59
				Transportation via District Vehicle				$0.00		1	USD	$0.00
								$0.00		1	USD	$0.00
								$0.00		1		$0.00
								$0.00		1		$0.00
								$0.00		1		$0.00
								$0.00		1		$0.00
								$0.00		1		$0.00
								$0.00		1		$0.00
								$0.00		1		$0.00
					Total Mileage Reimbursement:			**$0.00**	**Total Paid:**			**$999.10**

Conference - CalPERS (Westin - Rancho Mirage)

From: CalPERS Educational Forum
To: Karlena Rannals
Subject: Registration Confirmed - CalPERS Educational Forum 2017
Date: Tuesday, June 20, 2017 3:45:03 PM

Dear Karlena:

Please save this email for future reference.

Event: CalPERS Educational Forum 2017
Number in Party: 1
Time: 7:30 AM
Date: Monday, October 23, 2017
Location: Westin Mission Hills
Address: 71333 Dinah Shore Drive, Rancho Mirage, California 92270, USA
Dress:

Group Confirmation Number: XZNV6CYCV2F
Primary Registrant (James Ashcraft)
Confirmation Number: Z5NC99HPJ3W

James Ashcraft

Order Date	Order Type	Item	Item Type	Amt Ordered	Amt Paid	Amt Due
20-Jun-2017 3:35 PM PT	Online Charge	Event Registration	Admission Item	$350.00	$350.00	$0.00
				Amt Ordered	**Amt Paid**	**Amt Due**
			Total	$350.00	$350.00	$0.00

To view or modify the online registration for anyone in your group, Click here. You will be asked to enter your name and the group confirmation number shown above.

If you no longer want to receive emails from CalPERS Educational Forum,
Opt-Out

The Westin Mission Hills

Seasons Grill
71777 Dinah Shore Drive
Rancho Mirage, CA 92270
(760) 328-5955

910080232 J.Valdes

CHK 23813 TBL 29/1 GST 2
10/23/2017 8:01 PM

1 Sesame Seared Salmon Salad	20.00
2 Westin Burger @ 14.00	28.00
1 Seasonal Soup	6.00
1 20 % Discount	-10.80
welcome	
20.00 %	
18% Large Party Service Charge	9.72
18.00 %	
Subtotal	$43.20
Gratuities	$9.72
Sales Tax	$4.10
Total Due	**$57.02**

GRATUITY:_____

TOTAL: _____

ROOM #_____

PRINT NAME _____

SIGNATURE _____

Thank you for staying with us!!!

Ashcraft - $14.24

The Westin Mission Hills
Pinzimini
71333 Dinah Shore Drive
Rancho Mirage, CA 92270
(760) 328-5955

910080054 Elizabeth G 2

CHK 48283 TBL 320/1 GST 3
MICHEL
10/22/2017 7:17 PM

1 Caesar Salad	14.00
1 Caesar Salad	14.00
1 Skuna Bay Salmon	32.00
1 Field Greens	10.00
1 Skuna Bay Salmon	32.00
1 Prime Rib	29.00
1 10% Discount	-13.10
10.00 %	
Subtotal	$117.90
Sales Tax	$9.14
Total Due	**$127.04**

GRATUITY:_____

TOTAL: _____

ROOM #_____

PRINT NAME _____

SIGNATURE _____

Thank you for staying with us!!!
XXXXXXXXXXXX6206
VISA 044036
Auth 127.04

Ashcraft - $35.77

Yard House
71800 Highway 111, Space B-101
Rancho Mirage, CA 92270

Check # :115542-8304

Table 35
LeiLani
19:49:29 10/24/2017 Gst 6

Guest No.1
1 Fried Chicken Breast 17.35
NO Mash Spinach

Guest No.2
1 Porcini Crusted Halibut 27.45

Guest No.3
1 Enchilada Stack 17.95

Guest No.4
1 Ahi Crunchy 16.25

Guest No.5
1 Fried Chicken Strips ENT 10.45

Guest No.6
1 Soda Water
1 Chicken Cobb Salad 14.95

ID # 6438 34430 6494

****
* We make many of our decisions based *
* on your feedback and would like to *
* invite you to share your thoughts *
* about your visit. By completing the *
* online survey within the next *
* 7 days, you could win a $1,000 *
* grand prize or 1 of 100 $50 prizes. *
* Winners are drawn monthly!! *
* *
* To complete the survey and enter *
* the sweepstakes, go to *

Ashcraft - $21.50

The Westin Mission Hills Resort
71-333 Dinah Shore Dr
Rancho Mirage, CA 92270
United States
Tel: 760-328-5955 Fax: 760-770-2199

WESTIN®
HOTELS & RESORTS

Karlena Rannals
CALIFORNIA PUBLIC EMPLOYEE RET
313 CALLE FIESTA
SAN CLEMENTE, CA, 92672-2114
United States
CJ16AB - CALPERS

Page Number	:	1	Invoice Nbr	: 337778
Guest Number	:	1747182		
Folio ID	:	A		
Arrive Date	:	22-OCT-17	17:56	
Depart Date	:	25-OCT-17	11:51	
No. Of Guest	:	1		
Room Number	:	[redacted]		
Club Account	:	SPG - B0718		

Tax ID :
Westin Mission Hills OCT-25-2017 12:00 STEPRAM1

Date	Time	Reference	Description	Charges (USD)	Credits (USD)
22-OCT-17	02:57	RT620	Room Charge	170.00	
22-OCT-17	02:57	RT620	Occupancy Tax	17.00	
22-OCT-17	02:57	RT620	CA Tourism Assessment	0.43	
22-OCT-17	02:57	RT620	TBID Assessment	5.10	
23-OCT-17	03:07	RT620	Room Charge	170.00	
23-OCT-17	03:07	RT620	Occupancy Tax	17.00	
23-OCT-17	03:07	RT620	CA Tourism Assessment	0.43	
23-OCT-17	03:07	RT620	TBID Assessment	5.10	
24-OCT-17	02:55	RT620	Room Charge	170.00	
24-OCT-17	02:55	RT620	Occupancy Tax	17.00	
24-OCT-17	02:55	RT620	CA Tourism Assessment	0.43	
24-OCT-17	02:55	RT620	TBID Assessment	5.10	
25-OCT-17	11:51	VI	Visa-0395		-577.59
			** Total	577.59	-577.59
			*** Balance	-0.00	

REST EASY - Nothing recharges mind and body like sound sleep. Experience superior rest at home with the Westin Heavenly(R) Bed, a revitalizing retreat for the sleep of your dreams. Learn more at westin.com/store

Continued on the next page

The Westin Mission Hills Resort
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Rancho Mirage, CA 92270
United States
Tel: 760-328-5955 Fax: 760-770-2199

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Karlena Rannals	Page Number	:	2	Invoice Nbr	: 337778
CALIFORNIA PUBLIC EMPLOYEE RET	Guest Number	:	1747182		
313 CALLE FIESTA	Folio ID	:	A		
SAN CLEMENTE, CA, 92672-2114	Arrive Date	:	22-OCT-17	17:56	
United States	Depart Date	:	25-OCT-17	11:51	
CJ16AB - CALPERS	No. Of Guest	:	1		
	Room Number	:	620		
	Club Account	:	SPG - B0718		

If everything looks accurate just leave your keys inside your room and either text your room# and last name to (760) 678-5787 or dial *27 on your guest phone

For Guest Billing Questions please visit www.westinmissionhills.com and go to Hotel Information section.

Travel Expense Report - Board of Directors Report

Name Tucker Stine
Position Director
Period 10/23-25, 2017
Per Mile Reimbursement
Total Paid $970.62

Board Meeting 11/8/2017
Submitted by Tucker Stine
Reviewed by Board of Directors

Date	Description of Expense	Airfare	Lodging	Ground Transportation (Gas, Rental Car, Taxi)	Meals & Tips	Conferences and Seminars	Miles (Personal Car Only)	Mileage Reimbursement	Miscellaneous	Currency Exchange Rate	Expense Currency	U.S. $
6/20/2017	CalPERS Conference - Registration					$350.00		$0.00		1	USD	$350.00
10/22/2017	Lunch - Westin - Poolside				$24.51			$0.00		1	USD	$24.51
10/24/2017	Dinner - Yard House				$18.52			$0.00		1	USD	$18.52
10/25/2017	Westin		$577.59					$0.00		1	USD	$577.59
								$0.00		1	USD	$0.00
								$0.00		1	USD	$0.00
								$0.00		1	USD	$0.00
								$0.00		1	USD	$0.00
								$0.00		1		$0.00
								$0.00		1		$0.00
								$0.00		1		$0.00
								$0.00		1		$0.00
								$0.00		1		$0.00
								$0.00		1		$0.00
					Total Mileage Reimbursement:			**$0.00**	**Total Paid:**			**$970.62**

Conference - CalPERS (Westin - Rancho Mirage)

From: CalPERS Educational Forum
To: Karlena Rannals
Subject: Registration Confirmed - CalPERS Educational Forum 2017
Date: Tuesday, June 20, 2017 3:40:02 PM

Dear Karlena:

Please save this email for future reference.

Event: CalPERS Educational Forum 2017
Number in Party: 1
Time: 7:30 AM
Date: Monday, October 23, 2017
Location: Westin Mission Hills
Address: 71333 Dinah Shore Drive, Rancho Mirage, California 92270, USA
Dress:

Group Confirmation Number: XTNK7BCMK9W
Primary Registrant (Tucker Stine)
Confirmation Number: GSNJS8YY5VQ

Tucker Stine

Order Date	Order Type	Item	Item Type	Amt Ordered	Amt Paid	Amt Due
20-Jun-2017 3:30 PM PT	Online Charge	Event Registration	Admission Item	$350.00	$350.00	$0.00
				Amt Ordered	**Amt Paid**	**Amt Due**
			Total	$350.00	$350.00	$0.00

To view or modify the online registration for anyone in your group, Click here. You will be asked to enter your name and the group confirmation number shown above.

If you no longer want to receive emails from CalPERS Educational Forum,
Opt-Out

Yard House
71800 Highway 111, Space B-101
Rancho Mirage, CA 92270

Check # :115542-8304

Table 35
LeiLani
19:49:29 10/24/2017 Gst 6

Guest No.1
1 Fried Chicken Breast 17.35
NO Mash Spinach

Guest No.2
1 Porcini Crusted Halibut 27.45

Guest No.3
1 Enchilada Stack 17.95

Guest No.4
1 Ahi Crunchy 16.25

Guest No.5
1 Fried Chicken Strips ENT 10.45

Guest No.6
1 Soda Water
1 Chicken Cobb Salad 14.95

ID # 6438 34430 6494

****
* We make many of our decisions based *
* on your feedback and would like to *
* invite you to share your thoughts *
* about your visit. By completing the *
* online survey within the next *
* 7 days, you could win a $1,000 *
* grand prize or 1 of 100 $50 prizes. *
* Winners are drawn monthly!! *
* *
* To complete the survey and enter *
* the sweepstakes, go to *

Sine: $18.52

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United States
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Karlena Rannals
CALIFORNIA PUBLIC EMPLOYEE RET
16908 SILVER PINE RD
SAN DIEGO, CA, 92127-2823
United States
CJ16AB - CALPERS

Page Number	:	1	Invoice Nbr	: 337779
Guest Number	:	1747188		
Folio ID	:	A		
Arrive Date	:	22-OCT-17	12:47	
Depart Date	:	25-OCT-17	12:03	
No. Of Guest	:	1		
Room Number	:	1407		
Club Account	:	SPG - B1150		

Tax ID :
Westin Mission Hills OCT-25-2017 12:10 RICASEQ

Date	Time	Reference	Description	Charges (USD)	Credits (USD)
22-OCT-17	14:55	63419	Pool Service	49.02	
22-OCT-17	02:57	RT1407	Room Charge	170.00	
22-OCT-17	02:57	RT1407	Occupancy Tax	17.00	
22-OCT-17	02:57	RT1407	CA Tourism Assessment	0.43	
22-OCT-17	02:57	RT1407	TBID Assessment	5.10	
23-OCT-17	03:07	RT1407	Room Charge	170.00	
23-OCT-17	03:07	RT1407	Occupancy Tax	17.00	
23-OCT-17	03:07	RT1407	CA Tourism Assessment	0.43	
23-OCT-17	03:07	RT1407	TBID Assessment	5.10	
24-OCT-17	02:55	RT1407	Room Charge	170.00	
24-OCT-17	02:55	RT1407	Occupancy Tax	17.00	
24-OCT-17	02:55	RT1407	CA Tourism Assessment	0.43	
24-OCT-17	02:55	RT1407	TBID Assessment	5.10	
25-OCT-17	09:50	VI	Visa-4698		-626.61

Approve EMV Receipt for AX - 1004: Signature Captured
TC:5D8089D8E9A6FCAD TVR:0000008000 AID:A000000025010801
Application Label:AMERICAN EXPRESS

Approve EMV Receipt for VI - 4698: no CVM
TC:62F7DDED6BF59F5F TVR:0080008000 AID:A000000003101001
Application Label:VISA CREDIT

** Total	626.61	-626.61

Continued on the next page

Stine lunch 10/22/2017 - $24.51. Stine reimbursed District for spouse lunch

The Westin Mission Hills Resort
71-333 Dinah Shore Dr
Rancho Mirage, CA 92270
United States
Tel: 760-328-5955 Fax: 760-770-2199

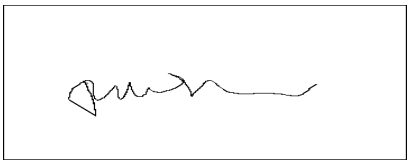
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United States
CJ16AB - CALPERS

Page Number	:	2	Invoice Nbr	:	337779
Guest Number	:	1747188			
Folio ID	:	A			
Arrive Date	:	22-OCT-17	12:47		
Depart Date	:	25-OCT-17	12:03		
No. Of Guest	:	1			
Room Number	:	1407			
Club Account	:	SPG - B1150			

*** Balance 0.00

I agreed to pay all room & incidental charges.



PACK LIGHT, STAY FIT - With the Westin Gear Lending program, New Balance(TM) workout gear is conveniently delivered to your room so you can keep moving. Experience it during your next stay. Learn more at westin.com/newbalance

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STAFF REPORT

NO. 17-16

TO: BOARD OF DIRECTORS

FROM: TONY MICHEL, FIRE CHIEF

SUBJECT: ACCEPTANCE OF DONATION

DATE: NOVEMBER 2, 2017

CURRENT SITUATION

Pursuant to the Health & Safety Code 13898, the Board of Directors must consider the acceptance of donated items with a value greater the $500. This donation listed is a gift from the *Barbara Levin* in recognition of District personnel who assisted her husband when he fell.

Description	Qty.	Cost per Unit	Total	Location
Cash	1	N/A	$500.00	N/A

RECOMMENDATION

Acknowledge the donation and forward check to the Rancho Santa Fe Professional Firefighters Association.

RESOLUTION No. 2017-13

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT ESTABLISHING REIMBURSEMENT, SALARY AND BENEFITS FOR PERSONNEL AS VOLUNTEER RECRUITMENT AND RETENTION COORDINATOR

WHEREAS the Board of Directors at their meeting held September 7, 2017 accepted the Staffing for Adequate Fire & Emergency Response (SAFER) Grant which provides for the salary and benefits for a limited term full-time volunteer recruitment and retention coordinator for a period of four (4) years; and

WHEREAS the District has recruited for person(s) with specialized skills to perform the work needed, and

WHEREAS the District must employ person(s) in the SAFER position no later than November 28, 2017; and

WHEREAS the Board of Directors must establish compensation and benefits for the Volunteer Recruitment Retention Coordinator position.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Rancho Santa Fe Fire Protection District does hereby authorize the following compensation and benefits for the Volunteer Recruitment Retention Coordinator (VRRC) position effective November 27, 2017 for the limited duration of four years of the SAFER Grant funding.

I. SALARY

1.01 The following compensation range for the positions identified is as follows:

Position	Hourly	*Annual Compensation* *FTE Equivalent*
Volunteer Recruitment & Retention Coordinator	$40.00	$83,200

1.02 The VRRC is an "at-will," non-safety, non-exempt position. This position, employed by the Rancho Santa Fe Fire Protection District, will work under the direction of the Training Battalion Chief supporting the District's Elfin Forest Volunteer Division.

II. RETIREMENT

2.01 All non-safety employees hired after July 1, 2012 the District shall retain a retirement plan with the Public Employee Retirement System (CalPERS) 2.5% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:

1959 Survivor Benefit - Fourth Level

Note: *Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement*

service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

2.02 All employees enrolled in the PERS 2.5% @ 55 plan, will contribute 100% of the employee's contribution for all reportable wages. The employee will also contribute $2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

2.03 Employee contributions for employees entering membership on or after January 1, 2013 and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.

III. SICK LEAVE

3.01 Accrual: VRRC employee shall accrue sick leave monthly, 4.0 hours per month at the rate of 48 hours per year.

3.02 Sick leave shall be available for personal illness or injury, emergency medical or dental appointments and for reasonable travel time to and from health care facilities. Sick leave shall also be available to an employee for caring for a member of his/her immediate family who is ill or injured, emergency medical or dental appointments, and for reasonable travel time to and from health care facilities.

3.03 Definition of Immediate Family - Immediate family shall include, husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, grandchild, or any legal dependent residing in same household.

IV. INSURANCE

4.01 The District shall contract with a provider(s) for medical and dental benefits for the purpose of providing employees and their eligible dependents with insurance benefits. The District agrees to contribute 80% of the average CalPERS HMO medical plans and 100% of an HMO dental plan(s) offered (at the family rate), per month toward medical and dental insurance. This calculated dollar amount shall be inclusive of any mandatory contributions that may be required by the provider. However, if the monthly premiums for medical and dental insurance exceed 80% of the average HMO medical/dental plans offered per month, the affected employee will be responsible for the difference.

4.02 Life: The District shall provide a $25,000 life insurance policy for the employee, and $1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.

4.03 Long-Term Disability: The District shall provide a Long-Term Disability plan.

4.04 In the event the Board of Directors modifies the insurance benefit (increase or decrease) in any other labor contract, this insurance benefit shall be adjusted per said resolution or contract for all positions identified in this Resolution.

V. HOLIDAYS

5.01 For the purpose of this section, the legal "holiday" shall mean and include the following days:

a. New Year's Day (January 1)
b. Martin Luther King Day (third Monday in January)
c. President's Day (third Monday in February)
d. Memorial Day (fourth Monday in May)
e. Independence Day (July 4)
f. Labor Day (first Monday in September)
g. Veteran's Day (November 11)
h. Thanksgiving Day (fourth Thursday in November)
i. Day after Thanksgiving Day
j. Christmas Day (December 25)

VI. VACATION ACCRUAL

6.01 Vacation hours shall be accrued monthly, 6.67 hours per month, or 80 hours annually.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on November 8, 2017 by the following vote:

AYES:
NOES:
NONE:
ABSTAIN:

James H Ashcraft
President

ATTEST:

Karlena Rannals
Secretary

AIA® Document A141™ – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 9th day of November in the year 2017
(In words, indicate day, month and year.)

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

Rancho Santa Fe Fire Protection District, a California Special District
18027 Calle Ambiente
Rancho Santa Fe, CA 92067

and the Design-Builder:
(Name, legal status, address and other information)

Erickson-Hall Construction Co.,
a California Corporation
500 Corporate Drive
Escondido, CA 92029

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

Rancho Santa Fe Fire Protection District Fire Station No. 5
2604 Overlook Point Drive, Escondido, CA (APN 235-562-02)

The Project will consist of a single-story structure of approximately 9,500 square feet. The structure will include: three drive through apparatus bays, a training/community room, with storage; public, accessible restroom(s); a Captain's office; four crew dormitory rooms; two crew bathrooms, one Captain's dormitory room with adjacent bathroom; a dayroom; a kitchen/dining room; a gym; a janitor's closet (including residential laundry hook-ups); a telecommunications room; an electrical room; an extractor/dryer room; and space allocated to the following additional functions, workshop, compressor, ice machine, medical supply storage, printer, decontamination, 20 turnout lockers, and hose storage.

In addition, the project will include: boundary walls/fencing, with automated gates; a secured parking area; outdoor patio and workout areas; outdoor lighting; a lighted flagpole; and, landscape and hardscape, for the approximately one-acre portion of the site dedicated to the fire station. In addition, a sewer pump will be included to provide lift to the existing gravity flow system. The project will also include: a covered, 1,000 gallon, two-compartment, above ground storage tank, including gasoline and diesel dispensing systems (to be compatible with existing District facilities); and, a US EPA (certified) stationary emergency diesel generator, adequately sized to provide emergency power to the fire station,

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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User Notes:
(1833399112)

meeting current APCD and EPA regulations, including a 35 gallon fuel storage tank. The fueling facility shall be designed to provide automatic filling of the emergency generator.

If adequate funding is available, the project will include site planning and stubbing of conduit/utilities for a future 10,000 to 12,000 square foot administration building. The project design and materials will be durable, functional and compatible with the character of the surrounding community.

The Project will include all design, engineering, permits, grading, construction, material, labor, special observation, inspection, testing, verification, procurement and installation of all furniture, fixtures and equipment specified by the Owner. Design Builder will be responsible for obtaining all required permits, including federal, state, and local governance as well as coordination with all utilities and other regulatory agencies, start-up and commissioning required for occupancy and operations. The Owner will pay the actual cost of all permits, fees and utility company fees.

The Owner and Design-Builder agree as follows.

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2 COMPENSATION AND PROGRESS PAYMENTS

3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

6 CHANGES IN THE WORK

7 OWNER'S RESPONSIBILITIES

8 TIME

9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 UNCOVERING AND CORRECTION OF WORK

12 COPYRIGHTS AND LICENSES

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D COMPENSATION FOR WORK COMPLETED PRIOR TO DESIGN-BUILD AMENDMENT

E. ADDENDUM

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

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is set forth in the Owner's Program Documents (Exhibit C). The Owner's Program Documents include, the Request for Proposals dated June 20, 2017, with Appendices A-L, Request for Proposals Addenda 1-6 and associated reports and plans. The design-build process leading up to the Design-Build Amendment will include modifications and clarifications to the Owner's program to be within the Owner's budget of $6 million. The rough cost estimate for the program detailed in Exhibit C is $6.6 million.

§ 1.1.2 The Owner's design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

are set forth in the Owner's Program Documents (Exhibit C)

§ 1.1.3 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

are set forth in the Owner's Program Documents (Exhibit C)

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™–2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

not applicable

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

not applicable

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

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User Notes: (1833399112)

Owner's Budget Rancho Santa Fe Fire Protection District Fire Station No. 5			
#		**Preconstruction**	**Construction**
1	**Design Phase**		
2			
3	Schematic Design & Topo	$76,000	
4	Design Development & WQMP	$53,000	
5	Construction Documents & SWPPP	$260,500	
6	Construction Administration		$80,000
7	Geotechnical Update	$3,500	
8	**Subtotal**	**$393,000**	
9	DB Cost for DB Pre-Construction Services	$45,210	
10	Proposed DB Design Contingency (9% of line 8 above)	$35,370	
11	DB Fee for Pre-Construction Services (2% of lines 8 and 9)	$8,764	
12	DB/A&E Reimbursable Costs Budget	$7,500	
13	**Subtotal**	**$96,844**	
14			
15	**Construction Phase**		
16	Special Inspection and Testing Services Budget		$84,640
17	Furniture, Fixtures and Equipment Budget		$93,550
18	Hard Construction Costs Budget		$4,323,467
19	General Conditions/General Requirements (budget breakdown on separate sheet)		$393,825
20	Proposed DB Contingency (3% of lines 16 - 19 above)		$146,864
21	DB Fee for Construction (5.5% of lines 6, 16 - 19 above)		$273,652
22	**Subtotal Hard Construction Costs Budget**		**$5,395,998**
23			
24	Builder's Risk (.4 %)		$21,584
25	Liability Insurance (.6 %)	$32,376	
26	**Subtotal**	**$32,376**	**$21,584**
27	Performance/Payment Bonds (1 %)	$60,198	
30	**Totals**	**$582,418**	**$5,417,582**
31	**Grand Total Preconstruction and Construction**		**$6,000,000**

§ 1.1.7 The Owner's design and construction milestone dates:

Init.

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User Notes: (1833399112)

.1 Design phase milestone dates:

Schematic Design Complete, December 22, 2017
Design Development Complete, March 13, 2018
Construction Documents 90 Percent Complete, May 8, 2018
Building/Grading Plans Approved, November 16, 2018

.2 Submission of Design-Builder Proposal:

September 04, 2018

.3 Phased completion dates:

not applicable

.4 Substantial Completion date:

November 15, 2019

.5 Other milestone dates:

not applicable

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:
(List name, legal status, address and other information.)

.1 Architect

WLC Architects, 8163 Rochester Avenue, Suite 100, Rancho Cucamonga, CA 91730

.2 Consultants

.3 Contractors

Rawlings Electric, Electrical Subcontractor, 3460 Marron Road, Oceanside, CA 92056

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:
(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

Public Contract Code and Labor Code Compliance. The Design-Builder shall comply with all applicable portions of the Public Contract Code and the Labor Code, including, but not limited to:

The undertaking and accomplishment of this Project is required by State law to comply with the requirements of Public Contract Code Section 22160, et seq.

The Design-Builder shall be fully knowledgeable of and shall comply with the provisions of Public Contract Code Section 22164, including provision that the Design-Builder and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. As of January 2017, at least 30 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code. The Design-Builder shall provide monthly evidence while the contract

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is being performed that the entity and its subcontractors are complying with Section 22164.

The Design-Builder shall provide payment and performance bonds in the same amount per Section 22165 of the Public Contract Code.

The Design-Builder shall be fully knowledgeable of and shall comply with the provisions of Public Contract Code Section 22166, including the bidding and subcontracting requirements.

Per Section 22167 of the Public Contract Code, regarding contracts between the Design-Builder and subcontractors, the percentage of the retention proceeds may not exceed the percentage specified in the contract between the Owner and the Design-Builder.

The undertaking and accomplishment of this project is required by State law to comply with the requirements of Labor Code Sections 1770, et seq.

The Design-Builder shall be fully knowledgeable of and shall comply with the provisions of Public Contract Code Section 1770, et seq., including the general prevailing wage rates and reporting requirements.

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

Tony Michel, Fire Chief, 18027 Calle Ambiente, Rancho Santa Fe, CA 92067

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

not applicable

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

not applicable

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Michael Hall, Principal, 500 Corporate Drive, Escondido, CA 92029
Nathan Complin, Design-Build Manager, 500 Corporate Drive, Escondido, CA 92029

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§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

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

[X] Arbitration pursuant to Section 14.4

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

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§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:
(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

the maximum compensation for Work performed prior to execution of the Design-Build Amendment is $582,418. Exhibit D includes a breakdown for the Compensation For Work Completed Prior to Design-Build Amendment. The Design-Builder shall submit a monthly invoice detailing work progress against the tasks in Exhibit D.

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

not applicable

Individual or Position	Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are
(Paragraphs deleted)
included in Exhibit D and shall be billed for in the same manner as Work Completed Prior to Design-Build Amendment.

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§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, with no mark-up.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice.

(Paragraphs deleted)

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

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§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

.1 Work completed for the period;
.2 Project schedule status;
.3 Submittal schedule and status report, including a summary of outstanding Submittals;
.4 Responses to requests for information to be provided by the Owner;
.5 Approved Change Orders and Change Directives;
.6 Pending Change Order and Change Directive status reports;
.7 Tests and inspection reports;
.8 Status report of Work rejected by the Owner;
.9 Status of Claims previously submitted in accordance with Article 14;
.10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
.11 Current Project cash-flow and forecast reports; and
.12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

.1 Design-Builder's work force report;
.2 Equipment utilization report; and
.3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or

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will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

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§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

.1 allocations of program functions, detailing each function and their square foot areas;

.2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;

.3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and

.4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

not applicable

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§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

.1 Confirmation of the allocations of program functions;
.2 Site plan;
.3 Building plans, sections and elevations;
.4 Structural system;
.5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
.6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

(Paragraphs deleted)

§ 4.4.1 At a mutually agreed upon milestone in the design process, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

.1 A list of the Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
.2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
.3 The proposed date the Design-Builder shall achieve Substantial Completion;
.4 An enumeration of any qualifications and exclusions, if applicable;
.5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
.6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 CONSTRUCTION DOCUMENTS AND CONSTRUCTION

§ 5.1 Construction Documents

§ 5.1.1 The Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure

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of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 The Design-Builder shall secure and the Owner shall pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project. The Design-Builder shall pay for all soils investigations and special inspections.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing,

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stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

.1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or

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Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

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§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of

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additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

.1 Additional costs of professional services;

.2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;

.5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will

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make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing site plan approval, building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports provided by the Owner under this Agreement, shall be furnished at the Owner's expense and the Design-Builder shall not be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

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§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 All services by geotechnical engineers and other consultants shall be provided by the Design Builder.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

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§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 The Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered. If the application for payment is not disputed by Owner, it shall pay 95 percent of the payment application. Owner shall withhold remaining 5 percent as security for Design Builder's full performance.

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§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

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§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents. The Design-Builder shall complete punch list items within 30 days.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Design-Build Documents; or

.3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

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§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the

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Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

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§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a

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limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

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.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

.3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or

.4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

.1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;

.2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;

.3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;

.4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

.1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;

.2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

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§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

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

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder 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 prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

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§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

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§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

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§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

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§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

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§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

.1 Addendum to Agreement
.2 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
.3 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed
.4 AIA Document A141™–2014, Exhibit B, Insurance and Bonds
.5 Exhibit C, Owner's Program Documents
.6. Exhibit D, Compensation For Work Completed Prior to Design-Build Amendment

(Paragraph deleted)

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

RANCHO SANTA FE FIRE PROTECTION DISTRICT	ERICKSON-HALL CONSTRUCTION CO.
OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

Init.
/

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AIA® Document A141™ – 2014

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PAGE 1

AGREEMENT made as of the 9th day of November in the year 2017

...

Rancho Santa Fe Fire Protection District, a California Special District
18027 Calle Ambiente
Rancho Santa Fe, CA 92067

...

Erickson-Hall Construction Co.,
a California Corporation
500 Corporate Drive
Escondido, CA 92029

...

Rancho Santa Fe Fire Protection District Fire Station No. 5
2604 Overlook Point Drive, Escondido, CA (APN 235-562-02)
The Project will consist of a single-story structure of approximately 9,500 square feet. The structure will include: three drive through apparatus bays, a training/community room, with storage; public, accessible restroom(s); a Captain's office; four crew dormitory rooms; two crew bathrooms, one Captain's dormitory room with adjacent bathroom; a dayroom; a kitchen/dining room; a gym; a janitor's closet (including residential laundry hook-ups); a telecommunications room; an electrical room; an extractor/dryer room; and space allocated to the following additional functions, workshop, compressor, ice machine, medical supply storage, printer, decontamination, 20 turnout lockers, and hose storage.

In addition, the project will include: boundary walls/fencing, with automated gates; a secured parking area; outdoor patio and workout areas; outdoor lighting; a lighted flagpole; and, landscape and hardscape, for the approximately one-acre portion of the site dedicated to the fire station. In addition, a sewer pump will be included to provide lift to the existing gravity flow system. The project will also include: a covered, 1,000 gallon, two-compartment, above ground storage tank, including gasoline and diesel dispensing systems (to be compatible with existing District facilities); and, a US EPA (certified) stationary emergency diesel generator, adequately sized to provide emergency power to the fire station, meeting current APCD and EPA regulations, including a 35 gallon fuel storage tank. The fueling facility shall be designed to

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provide automatic filling of the emergency generator.

If adequate funding is available, the project will include site planning and stubbing of conduit/utilities for a future 10,000 to 12,000 square foot administration building. The project design and materials will be durable, functional and compatible with the character of the surrounding community.

The Project will include all design, engineering, permits, grading, construction, material, labor, special observation, inspection, testing, verification, procurement and installation of all furniture, fixtures and equipment specified by the Owner. Design Builder will be responsible for obtaining all required permits, including federal, state, and local governance as well as coordination with all utilities and other regulatory agencies, start-up and commissioning required for occupancy and operations. The Owner will pay the actual cost of all permits, fees and utility company fees.

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TABLE OF ARTICLES

...

C ~~SUSTAINABLE PROJECTS~~OWNER'S PROGRAM DOCUMENTS

D COMPENSATION FOR WORK COMPLETED PRIOR TO DESIGN-BUILD AMENDMENT

E. ADDENDUM

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is set forth in the Owner's Program Documents (Exhibit C). The Owner's Program Documents include, the Request for Proposals dated June 20, 2017, with Appendices A-L, Request for Proposals Addenda 1-6 and associated reports and plans. The design-build process leading up to the Design-Build Amendment will include modifications and clarifications to the Owner's program to be within the Owner's budget of $6 million. The rough cost estimate for the program detailed in Exhibit C is $6.6 million.

...

are set forth in the Owner's Program Documents (Exhibit C)

...

are set forth in the Owner's Program Documents (Exhibit C)

...

not applicable

...

not applicable

...

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Owner's Budget Rancho Santa Fe Fire Protection District Fire Station No. 5			
#		Preconstruction	Construction
1	**Design Phase**		
2			
3	Schematic Design & Topo	$76,000	
4	Design Development & WQMP	$53,000	
5	Construction Documents & SWPPP	$260,500	
6	Construction Administration		$80,000
7	Geotechnical Update	$3,500	
8	**Subtotal**	**$393,000**	
9	DB Cost for DB Pre-Construction Services	$45,210	
10	Proposed DB Design Contingency (9% of line 8 above)	$35,370	
11	DB Fee for Pre-Construction Services (2% of lines 8 and 9)	$8,764	
12	DB/A&E Reimbursable Costs Budget	$7,500	
13	**Subtotal**	**$96,844**	
14			
15	**Construction Phase**		
16	Special Inspection and Testing Services Budget		$84,640
17	Furniture, Fixtures and Equipment Budget		$93,550
18	Hard Construction Costs Budget		$4,323,467
19	General Conditions/General Requirements (budget breakdown on separate sheet)		$393,825
20	Proposed DB Contingency (3% of lines 16 - 19 above)		$146,864
21	DB Fee for Construction (5.5% of lines 6, 16 - 19 above)		$273,652
22	**Subtotal Hard Construction Costs Budget**		**$5,395,998**
23			
24	Builder's Risk (.4 %)		$21,584
25	Liability Insurance (.6 %)	$32,376	
26	**Subtotal**	**$32,376**	**$21,584**
27	Performance/Payment Bonds (1 %)	$60,198	
30	**Totals**	**$582,418**	**$5,417,582**
31	**Grand Total Preconstruction and Construction**		**$6,000,000**

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Schematic Design Complete, December 22, 2017

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Design Development Complete, March 13, 2018
Construction Documents 90 Percent Complete, May 8, 2018
Building/Grading Plans Approved, November 16, 2018

September 04, 2018

...

not applicable

...

November 15, 2019

...

not applicable

...

WLC Architects, 8163 Rochester Avenue, Suite 100, Rancho Cucamonga, CA 91730

...

Rawlings Electric, Electrical Subcontractor, 3460 Marron Road, Oceanside, CA 92056

...

Public Contract Code and Labor Code Compliance. The Design-Builder shall comply with all applicable portions of the Public Contract Code and the Labor Code, including, but not limited to:

The undertaking and accomplishment of this Project is required by State law to comply with the requirements of Public Contract Code Section 22160, et seq.

The Design-Builder shall be fully knowledgeable of and shall comply with the provisions of Public Contract Code Section 22164, including provision that the Design-Builder and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. As of January 2017, at least 30 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code. The Design-Builder shall provide monthly evidence while the contract is being performed that the entity and its subcontractors are complying with Section 22164.

The Design-Builder shall provide payment and performance bonds in the same amount per Section 22165 of the Public Contract Code.

The Design-Builder shall be fully knowledgeable of and shall comply with the provisions of Public Contract Code Section 22166, including the bidding and subcontracting requirements.

Per Section 22167 of the Public Contract Code, regarding contracts between the Design-Builder and subcontractors, the percentage of the retention proceeds may not exceed the percentage specified in the contract between the Owner and the Design-Builder.

The undertaking and accomplishment of this project is required by State law to comply with the requirements of Labor Code Sections 1770, et seq.

The Design-Builder shall be fully knowledgeable of and shall comply with the provisions of Public Contract Code Section 1770, et seq., including the general prevailing wage rates and reporting requirements.

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§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. ~~Unless otherwise agreed, the parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.~~

...

Tony Michel, Fire Chief, 18027 Calle Ambiente, Rancho Santa Fe, CA 92067

...

not applicable

...

not applicable

...

Michael Hall, Principal, 500 Corporate Drive, Escondido, CA 92029
Nathan Complin, Design-Build Manager, 500 Corporate Drive, Escondido, CA 92029

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[X] Arbitration pursuant to Section 14.4

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~~**ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS**~~
ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

...

the maximum compensation for Work performed prior to execution of the Design-Build Amendment is $582,418. Exhibit D includes a breakdown for the Compensation For Work Completed Prior to Design-Build Amendment. The Design-Builder shall submit a monthly invoice detailing work progress against the tasks in Exhibit D.

...

not applicable

...

§ 2.1.3.1 Reimbursable Expenses are ~~in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:~~

~~.1 Transportation and authorized out-of-town travel and subsistence;~~
~~.2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
~~.3 Fees paid for securing approval of authorities having jurisdiction over the Project;~~
~~.4 Printing, reproductions, plots, standard form documents;~~
~~.5 Postage, handling and delivery;~~
~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;~~

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~~.8 All taxes levied on professional services and on reimbursable expenses; and~~
~~.9 Other Project-related expenditures, if authorized in advance by the Owner.~~
included in Exhibit D and shall be billed for in the same manner as Work Completed Prior to Design-Build Amendment.
§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, ~~plus an administrative fee of percent (%) of the expenses incurred.~~
with no mark-up.

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§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. ~~Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.~~
~~*(Insert rate of monthly or annual interest agreed upon.)*~~

~~%~~

...

~~**ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT**~~
ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

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~~**ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT**~~
ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

...

not applicable

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~~**§ 4.4.1** Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:~~
~~.1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;~~
~~.2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;~~
~~.3 The proposed date the Design-Builder shall achieve Substantial Completion;~~
~~.4 An enumeration of any qualifications and exclusions, if applicable;~~
~~.5 A list of the Design-Builder's key personnel, Contractors and suppliers; and~~
~~.6 The date on which the Design-Builder's Proposal expires.~~

§ 4.4.1 At a mutually agreed upon milestone in the design process, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:
.1 A list of the Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
.2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
.3 The proposed date the Design-Builder shall achieve Substantial Completion;

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.4 An enumeration of any qualifications and exclusions, if applicable;
.5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
.6 The date on which the Design-Builder's Proposal expires.

...

~~ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT~~
ARTICLE 5 CONSTRUCTION DOCUMENTS AND CONSTRUCTION

§ 5.1.1 ~~Upon the execution of the Design-Build Amendment, the~~ The Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

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§ 5.5.1 ~~Unless otherwise provided in the Design-Build Documents, the~~ The Design-Builder shall secure and the Owner shall pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project. The Design-Builder shall pay for all soils investigations and special inspections.

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~~ARTICLE 6 CHANGES IN THE WORK~~
ARTICLE 6 CHANGES IN THE WORK

PAGE 20

~~ARTICLE 7 OWNER'S RESPONSIBILITIES~~
ARTICLE 7 OWNER'S RESPONSIBILITIES

...

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations ~~or entitlements~~ regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing site plan approval, building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports ~~required to be~~ provided by the Owner under this Agreement, shall be furnished at the Owner's ~~expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall~~ expense and the Design-Builder shall not be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

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§ 7.2.9 ~~Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.~~ All services by geotechnical engineers and other consultants shall be provided by the Design Builder.

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~~ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION~~
ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

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§ 9.5.3 ~~If the Owner withholds certification for payment under Section 9.5.1.3, the~~ The Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered. If the application for payment is not disputed by Owner, it shall pay 95 percent of the payment application. Owner shall withhold remaining 5 percent as security for Design Builder's full performance.

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§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents. The Design-Builder shall complete punch list items within 30 days.

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~~ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY~~
ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

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~~ARTICLE 11 UNCOVERING AND CORRECTION OF WORK~~
ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

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~~ARTICLE 12 COPYRIGHTS AND LICENSES~~
ARTICLE 12 COPYRIGHTS AND LICENSES

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~~ARTICLE 13 TERMINATION OR SUSPENSION~~
ARTICLE 13 TERMINATION OR SUSPENSION

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~~ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION~~
ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

PAGE 35

~~ARTICLE 15 MISCELLANEOUS PROVISIONS~~
ARTICLE 15 MISCELLANEOUS PROVISIONS

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§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and

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approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs ~~of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests,~~ of tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

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~~**ARTICLE 16 SCOPE OF THE AGREEMENT**~~

ARTICLE 16 SCOPE OF THE AGREEMENT

.1 Addendum to Agreement

.2 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder

~~.2~~ .3 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed

~~.3~~ .4 AIA Document A141™–2014, Exhibit B, Insurance and Bonds

~~.4 AIA Document A141™–2014, Exhibit C, Sustainable Projects, if completed.~~ .5 Exhibit C, Owner's Program Documents

~~.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:~~ .6. Exhibit D, Compensation For Work Completed Prior to Design-Build Amendment

~~.6 Other:~~

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

RANCHO SANTA FE FIRE PROTECTION DISTRICT ERICKSON-HALL CONSTRUCTION CO.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:36:36 on 10/31/2017 under Order No. 4883063139_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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Exhibit A (Design Build Amendment)

Not included as it will be part two of the contract and will be provided after a *Guaranteed Maximum Price* is negotiated, which is anticipated to be in September 2018.

AIA® Document A141™ – 2014 Exhibit B

Insurance and Bonds

for the following PROJECT:
(Name and location or address)

Rancho Santa Fe Fire Protection District Fire Station No. 5
2604 Overlook Point Drive, Escondido, CA (APN 235-562-02)

THE OWNER:
(Name, legal status and address)

Rancho Santa Fe Fire Protection District a California Special District
18027 Calle Ambiente, Rancho Santa Fe, CA 92067

THE DESIGN-BUILDER:
(Name, legal status and address)

Erickson-Hall Construction Co. a California Corporation
500 Corporate Drive, Escondido, CA 92029

THE AGREEMENT
This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the 9th day of November in the year 2017 .
(In words, indicate day, month and year.)

TABLE OF ARTICLES

B.1 GENERAL

B.2 DESIGN BUILDER' S INSURANCE AND BONDS

B.3 OWNER' S INSURANCE

B.4 SPECIAL TERMS AND CONDITIONS

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

ARTICLE B.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

ARTICLE B.2 DESIGN BUILDER' S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:
(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

Init.
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thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ B.2.2 Performance Bond and Payment Bond
The Design-Builder shall provide surety bonds as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	$6 million
Performance Bond	$6 million

§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE B.3 OWNER'S INSURANCE
§ B.3.1 Owner's Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ B.3.2 Property Insurance
§ B.3.2.1 Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

§ B.3.2.1.1 The insurance required under Section B.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

§ B.3.2.1.2 If the insurance required under Section B.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ B.3.2.1.3 The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ B.3.2.1.4 Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable

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written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

§ B.3.2.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

§ B.3.2.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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§ B.2.1.7.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

PAGE 3

Payment Bond	$6 million
Performance Bond	$6 million

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Exhibit C, the Owner's Program

Exhibit C is not provided due to volume, but is on file and available for review.

	EXHIBIT D	
	COMPENSATION FOR WORK COMPLETED PRIOR TO DESIGN-BUILD AMENDMENT	
	Rancho Santa Fe Fire Protection District Fire Station No. 5	
1	**Design Phase**	
2		
3	Schematic Design & Topo	$76,000
4	Design Development & WQMP	$53,000
5	Construction Documents & SWPPP	$260,500
6	Construction Administration	
7	Geotechnical Update	$3,500
8	**Subtotal**	**$393,000**
9	DB Cost for DB Pre-Construction Services	$45,210
10	Proposed DB Design Contingency (9% of line 8 above)	$35,370
11	DB Fee for Pre-Construction Services (2% of lines 8 and 9)	$8,764
12	DB/A&E Reimbursable Costs Budget	$7,500
13	**Subtotal**	**$96,844**
14		
15	**Construction Phase**	
16	Special Inspection and Testing Services Budget	
17	Furniture, Fixtures and Equipment Budget	
18	Hard Construction Costs Budget	
19	General Conditions/General Requirements (budget breakdown on separate sheet)	
20	Proposed DB Contingency (3% of lines 16 - 19 above)	
21	DB Fee for Construction (5.5% of lines 6, 16 - 19 above)	
22	**Subtotal Hard Construction Costs Budget**	
23		
24	Builder's Risk (_.4_%)	
25	Liability Insurance (_.6_%)	$32,376
26	**Subtotal**	**$32,376**
27	Performance/Payment Bonds (_1_%)	$60,198
30	**Totals**	**$582,418**

STAFF REPORT NO. 17-17

TO: BOARD OF DIRECTORS

FROM: KARLENA RANNALS, ADMINISTRATIVE MANAGER

SUBJECT: CY2018 BOARD MEETING SCHEDULE

DATE: NOVEMBER 2, 2017

RECOMMENDATION

Review schedule and approve any changes to the meeting schedule that may be necessary.

BACKGROUND

The Board of Directors adopted Resolution No. 2005-014 establishing the second Wednesday of each month as the regular meeting date to conduct business of the District. On occasion, it is necessary to adjust the date to accommodate holidays and scheduling conflicts.

CURRENT SITUATION

The following table list the meeting dates for 2018 and I have included the annual (or routine) agenda topics that the Board must act:

Meeting Dates – 2018	Annual Agenda Topic(s)
January 10	Accept: FY Financial Statements (if complete)
February 14	Adopt: Resolution to Participate in Fire Mitigation Fee Program *(must be adopted by April 15)*
March 14	
April 11	
May 09	Select criteria to determine annual appropriations limit; Adopt resolution: Appropriations Limit Adopt resolution: Setting Benefit Charges
June 13	Adopt: Preliminary Budget *(must be adopted by June 30)* Accept List of forced abatements to be placed on property tax bills, if any
July 11	
August 8	Public Hearing: Final Budget & Fire Mitigation Fee 5 Year Capital Plan Adopt: Fire Mitigation Fee 5 Year Capital Plan
September 12	Adopt: Final Budget *(must be adopted by September 30);*
October 10	
November 14	
December 12	Ethics Training *(every two years – 2018)* Oath of Office *(every election year – 2018)* Election of Officers *(every election year – 2018)*