

Consent Item E.3.2.  
Prepared by Karl Christensen  
January 18, 2011

Approval of WEST (Western Environmental and Safety Technologies, Inc.) for Annual Hazmat Materials Removal and Abatement Monitoring during Construction

**BACKGROUND:**

The District has used Western Environmental and Safety Technologies, Inc. (WEST) to provide hazardous materials consultation services for several years. This company has continuously provided excellent services and is very familiar with the District's facilities and has completed all past Hazmat reports and clearances.

The services necessary for the District as part of the remaining modernization work at Chet F. Harrit, Hill Creek, and PRIDE Academy at Prospect Avenue schools include:

- Hazmat removal monitoring services will be necessary during construction.
- Asbestos – Floor tile / floor tile mastic / pipe insulation
- Lead Paint – Removal of loose, flaking and peeling paint
- Fluorescent Light tubes and PCB ballasts – Removal

WEST has provided a proposal for the removal/abatement monitoring for Phase II projects at the 3 schools listed above and will provide a scope of work for the removal monitoring services. The cost for services associated with Phase II work shall not exceed \$60,125.

**RECOMMENDATION:**

It is recommended that the Board of Education approve WEST for hazmat materials removal and abatement monitoring services described above not to exceed \$60,125.

This recommendation supports the following District goals:

- Provide facilities that optimize the learning environment for all students.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

**FISCAL IMPACT:**

The fiscal impact for consultant services of approximately \$60,125 will be funded from CIP funds, Prop R bond proceeds, and State modernization matching funds.

**STUDENT ACHIEVEMENT IMPACT:**

The Modernization/Capital Improvement Program plans will positively impact student learning environments.

Motion:		Second:		Vote		Agenda Item E.3.2
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Consent Item E.3.3.  
Prepared by Karl Christensen  
January 18, 2011

Approval of Site DSA Inspector IOR – Hendrix,  
California School Construction Services

**BACKGROUND:**

The Division of State Architect (DSA) reviews and approves all school construction projects. Part of the construction process requires Inspector of Record (IOR) services be assigned to the construction of school projects. These entities must be DSA-qualification approved.

With future construction on the school sites being planned as early as February 2011, the Board of Education previously approved a list of 10 qualified entities for Inspector of Record (IOR) services. Administration recommends the firm of Hendrix, California School Construction Services to provide the inspection services for the Phase 2 projects at these schools. Hendrix, California School Construction Services has provided excellent services to Santee School District during Phase 1 construction and the infrastructure phases previously for the Phase 2 projects at Chet F. Harrit, Hill Creek, and PRIDE Academy at Prospect Avenue schools. Their contract costs in Phase I were paid for through cost-saving suggestions and construction cost negotiations. In addition, their supplemental project management staff extension services in prevailing wages, construction law, and public contract experience has been very instrumental to the success of the Santee School District Capital Improvement Program.

**RECOMMENDATION:**

It is recommended that the Board of Education approve Hendrix, California School Construction Services as the Inspector of Record for the District's Phase 2 modernization projects.

This recommendation supports the following District goals:

- Provide facilities that optimize the learning environment for all students.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

**FISCAL IMPACT:**

Phase 2 IOR and staff extension services will be funded from CIP funds, Prop R bond proceeds, and State modernization matching funds. The fiscal breakdown by project is:

- Prospect Avenue inspection \$62,000, staff extension \$6,949.
- Chet F. Harritt sports field inspection \$57,500, staff extension \$6,595.
- Hill Creek Modernization inspection \$103,600, staff extension \$12,496.
- Hill Creek New classroom bldg inspection \$140,500, staff extension \$15,612

**STUDENT ACHIEVEMENT IMPACT:**

The Modernization/Capital Improvement Program plans will positively impact student learning environments.

Motion:		Second:		Vote:		Agenda E.3.3.
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**HENDRIX** California School  
Construction Services Administration • Management • Inspection

January 9, 2011

Christina Becker, Director  
Facilities and Modernization / Maintenance & Operations  
Santee School District  
9625 Cuyamaca Street  
Santee, Ca. 92071

Ms. Becker:

RE: Prospect Elementary Modernization, Chet Harritt Ball field, Hill Creek Modernization and Hill Creek new classroom bldg inspection services and staff extension services for Santee School District.

In response to the tentative schedule provided by your contractor I propose to provide all DSA inspection services to certify the work meets the approved documents beginning February 7, 2011, continuing through July 31, 2012, utilizing 2 inspectors assigned as needed and permitted by DSA, for a price not to exceed \$363,600.00 and I will provide staff extension services for the four projects for \$41,652.00.

All work will be inspected per plans provided by the District with approval stamp by DSA and the pricing is based on regular daytime construction work hours of 8 hours per day which will not include overtime hours, weekends, or recognized holidays.

All Hendrix California School Construction Services employees are covered by workers compensation insurance and all our services are covered by a \$1 million dollar error and omission insurance policy for your agencies protection.

The scope of our services will cover all required structural inspections, including foundations, reinforcing steel, gravity supports systems, building diaphragms, associated electrical, plumbing, and mechanical components, verification that all work is ADA compliant, and any other items not excluded below.

The scope of work for Hendrix California School Construction Services does not include review or auditing of Prevailing Wage payrolls or interviews of workers for Prevailing Wage purposes. Prevailing Wage audit services are available utilizing your board and State approved Labor Compliance Program and my personnel.

The scope of the service does not include creation of any contractor Recovery Schedules when the contractor has fallen behind schedule. However, we will assist the contractor to see potential construction problems that could create construction delays and suggest methods to avoid the potential delay or overcome a created delay by any party.

The scope of our service does not include certain special inspections or material testing and inspection as identified by DSA and the California Building Code that require an approved test lab and / or engineering supervision to accomplish the test.

The scope of our service dose not include for example, Geotechnical services, soil testing, structural masonry inspection, testing of fireproofing of steel columns or beams, welding inspection, epoxy anchor or shot pin pull tests, batch plant inspections or making of concrete cylinders, high strength bolt testing or torquing, or similar specialty types of inspections. We will however coordinate with your selected test lab to insure all required testing is performed in a manner that will maintain the contractors reasonable schedule if provided adequate notice of inspection requirements by the contractor.

Hendrix California School Construction Services has not reviewed any drawings and the proposal is based strictly on the term of service for the particular projects identified above. In the event the contractor does not complete their work within the time frame they have identified, the following hourly rates for the extended time will apply, DSA Inspection \$80.00 per hour, Staff extension rates \$89.00 per hour

Additional services, if any, will be by mutual agreement, Hendrix California School Construction will bill for services rendered at the completion of each month specifying number of hours worked and the rate charged for that month in each category with payment due within 30 day's and all checks are to be made payable to: L. L. Hendrix.

Thank you for your interest in our services



L. L. "Don" Hendrix, JD.  
Principal

**BREAK OUT OF COSTS BY PROJECT**

- Prospect inspection \$62,000, staff extension \$6,949.
- Chet Harritt sports field inspection \$57,500, staff extension \$6,595.
- Hill Creek Modernization inspection \$103,600, staff extension \$12,496.
- Hill Creek New classroom bldg inspection \$140,500, staff extension \$15,612

Consent Item E.3.4. Approval of Services by Ninyo & Moore Materials  
Prepared by Karl Christensen and Testing Labs  
January 18, 2011

**BACKGROUND:**

The Phase II modernization projects at the Chet F. Harritt, Hill Creek, and PRIDE Academy at Prospect Avenue school sites and the Chet F. Harrit ball field completion are being planned for construction this year. As part of the Phase II modernization construction that begins this February 2011, construction materials testing services are required. The Division of State Architect (DSA) reviews and approves all school construction projects. Part of the construction process requires construction materials testing labs be assigned to the construction of school projects.

**RECOMMENDATION:**

It is recommended that the Board of Education approve Ninyo & Moore as the materials testing lab to provide construction materials testing at the Chet F. Harritt, Hill Creek, and PRIDE Academy at Prospect Avenue modernization projects.

This recommendation supports the following District goals:

- Provide facilities that optimize the learning environment for all students.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

**FISCAL IMPACT:**

The fiscal impact is estimated at \$93,000. Final costs are based on actual labor and materials per master contract.

**STUDENT ACHIEVEMENT IMPACT:**

The Modernization/Capital Improvement Program plans will positively impact student learning environments.

Motion:		Second:		Vote:		Agenda Item E.3.4.
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Discussion and/or Action Item F.2.1.  
Prepared by Karl Christensen  
January 18, 2011

Approval of Amendment No. 2 to Twelfth  
Amendment (Phase IV – Prospect Avenue  
School Modernization) to Construction  
Services Agreement for Lease-Leaseback,  
Site Lease, and Sublease Agreement

**BACKGROUND:**

On February 2, 2008, the Santee School District Board of Education adopted Resolution No. 0708-16, approving and authorizing the execution of a Site Lease, Sublease Agreement, and Lease-Leaseback Construction agreement between the District and Douglas E. Barnhart, Inc., in order to provide for the modernization of existing school facilities, at nine school sites within the District (the "Project"). On April 1, 2008, the Board approved Amendment No. 1 for the Guaranteed Maximum Price (GMP) of the Cajon Park classroom addition. On June 3, 2008, the Board approved Amendments Nos. 2 - 6 for the GMP for five school modernizations. On September 2, 2008, the Board approved Amendments Nos. 7 - 9 for the ten-classroom additions at Carlton Hills, Rio Seco, and Carlton Oaks. On May 9, 2009, the Board approved Amendments Nos. 10 - 13 for the GMP for three school modernizations at Chet F Harritt, Hill Creek, Prospect Avenue, and the Chet F Harritt ball fields. In June 2009, the Board suspended work and amended the contracts for infrastructure only and partial scope at the Chet F. Harritt ball field project.

This action is for the Amendment No. 2 of the Amendment 12 to the Lease-Leaseback Construction Agreement to complete the modernization work at Prospect Avenue School. This will establish the final GMP and will also add a five percent (5%) Owner's contingency within the GMP to be used with District approval, with the remainder reverting to the District at the end of the construction.

A copy of Amendment No. 2 of the Amendment 12 to the Lease-Leaseback Construction Agreement is available in the District's Business Services department for public review. Additionally, a copy will be available for public review at the Board meeting.

The final GMP is being developed and will be available at the Board meeting for review and discussion.

**RECOMMENDATION:**

It is recommended that the Board of Education approve Amendment No. 2 to Amendment 12 to the Lease-Leaseback Construction Agreement in order to accomplish the objectives set forth above since the final Guaranteed Maximum Price (GMP) is within the Board-approved Capital Improvement Program budget for these projects.

This recommendation supports the following District goals:

- Provide facilities that optimize the learning environment for all students.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

**FISCAL IMPACT:**

The fiscal impact of Amendment No. 2 to the Amendment 12 (amount to be provided at Board meeting) will be funded from the District's Revised Capital Improvement Program budget with CIP funds, Prop R bond proceeds, and State modernization matching funds.

**STUDENT ACHIEVEMENT IMPACT:**

Strong, positive relationships exist between overall building conditions, a positive learning environment, and student achievement.

Motion:		Second:		Vote:		Agenda Item F.2.1.
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**AMENDMENT NO. 2 TO TWELFTH AMENDMENT  
(PHASE IV – PROSPECT AVENUE SCHOOL MODERNIZATION) TO  
CONSTRUCTION SERVICES AGREEMENT FOR LEASE-LEASEBACK,  
SITE LEASE, AND SUBLEASE AGREEMENT**

This Amendment No. 2 to Twelfth Amendment (Phase IV – Prospect Avenue School Modernization) to Construction Services for Lease-Leaseback (herein “Lease-Leaseback Agreement”), Site Lease, and Sublease Agreement (collectively, the “Lease-Leaseback Documents”) is made and entered into this 18<sup>th</sup> day of January, 2011, by and between the SANTEE SCHOOL DISTRICT (the "District") and Barnhart-Balfour Beatty, Inc. (the "Builder") as follows:

WHEREAS, on May 2, 2009, the Governing Board of the District adopted the Twelfth Amendment (Phase IV -- Prospect Street School Modernization) [sic] (the “Twelfth Amendment”); and

WHEREAS, the Twelfth Amendment modified the Lease-Leaseback Documents and Guaranteed Maximum Price (“GMP”) for the work described therein at Prospect Avenue School; and

WHEREAS, the Board issued a Notice to Proceed dated April 27, 2009 for the work described in the Twelfth Amendment; and

WHEREAS, on June 22, 2009, the District adopted Resolution 0809-57, suspending construction due to difficulties in securing funding to continue modernization work more particularly described in that Resolution; and

WHEREAS, on July 7, 2009, the Board issued a Notice to Proceed with a revised Scope of Work for the Prospect Avenue School modernization; and

WHEREAS, on July 10, 2009, representatives of the District and Builder negotiated a Memorandum of Understanding regarding the revised Scope of Work and revised Guaranteed Maximum Price on the Prospect Avenue School modernization; and

WHEREAS, on July 21, 2009, the District and Builder entered into Amendment No. 1 to Twelfth Amendment (Phase IV – Prospect Avenue School Modernization) to reflect the revised Scope of Work and approve the Memorandum of Understanding; and

WHEREAS, on September 10, 2009, the District and Builder entered into Contract Change Order #001 to Amendment No. 1 to Twelfth Amendment (Phase IV -- Prospect Avenue School Modernization) to reflect the final completed cost of Summer Site Infrastructure Work & Committed Costs of \$1,273,922, to increase the price of

uncompleted Option 4 to \$1,698,239, and to increase the price of uncompleted Option 2 to \$1,603,961.; and

WHEREAS, on September 10, 2009, the District suspended Options 1, 2, 3 & 4 of Amendment No. 1 to Twelfth Amendment (Phase IV – Prospect Avenue School Modernization) due to funding constraints; and

WHEREAS, the Governing Board of the District now wishes to continue with the suspended work, Options 1, 2, 3 & 4, remaining from the original Scope of Work; and

WHEREAS, District and Builder now wish to further modify the Twelfth Amendment (Phase IV – Prospect Avenue School Modernization) to reflect the revised Scope of Work.

NOW, THEREFORE, DISTRICT AND BUILDER HEREBY AGREE AS FOLLOWS:

1. All reference to “Prospect Street School” in the Twelfth Amendment should be “Prospect Avenue School.”

2. Section 6 of Lease-Leaseback Agreement for the Phase IV - Prospect Avenue School Modernization phase of the Project as amended by Amendment No. 1 to Twelfth Amendment shall be deleted and replaced with the following:

“The GMP for Options 1, 2, 3 & 4 of the work of the Phase IV – Prospect Avenue School Modernization shall be \$ \_\_\_\_\_, and shall be based upon the Construction and Scope of Work set forth in Exhibit A of this Agreement, as amended.” Summer Site Infrastructure Work & Committed Costs per Exhibit A to Amendment No. 1 to Twelfth Amendment are not included in GMP. The GMP is based upon DSA approved plans and specifications defined in “Exhibit A-Lease-Leaseback Agreement Twelfth Amendment (Phase IV – Prospect Street School Modernization)”, Options 1, 2, 3, & 4 only, and includes the prevailing wage rates described in Section 13 in effect at the time the work is bid pursuant to Section 4 herein. The GMP includes the cost of construction pursuant to Exhibit A hereof for Builder’s Fee, General Conditions, Bonds and Insurance Costs as further defined in Exhibit C hereof and the GMP includes a Builder’s contingency, as described in section 8 hereof, of three and one-half percent (3.5%) on Construction Costs, subject to increase through Owner accepted Project savings.

The GMP for Options 1, 2, 3, & 4 only, also includes the general conditions listed in Exhibit C hereof, except for those listed as Owner or Reimbursibles in Exhibit C. The final GMP shall be presented by Builder to the Board of Trustees of the District for approval at on or about the Board’s January 18, 2011 meeting, based upon final plans and specifications for the Phase IV – Prospect Street School Modernization phase of the Project. Once approved by the District, the Builder’s proposal for the final GMP for Options 1, 2, 3, & 4 of Phase IV – Prospect Street School Modernization and subsequent phases of the Project shall constitute amendments to this Agreement. The District will

also maintain its own contingency of five percent (5%) which is included in the Builder's's GMP. Value engineered items after the GMP shall go to one hundred percent (100%) to the Builder's contingency. The Builder shall assume the risk of cost overruns which were foreseeable at the time this Agreement is entered into and the final GMP determined, except for unforeseen conditions, design error or omissions and events as set forth in section 29 hereof. Changes to the scope of the Project not contemplated in the Scope of Work (Exhibit A) shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. Builder acknowledges that the GMP constitutes sufficient consideration for the assumption of risk of costs by Builder. The GMP is a fee to Builder and Builder shall be entitled to any unused portions of it. The GMP shall include, but not be limited to, increases in labor and materials. Sublease payments and Construction Progress Payments by the District to Builder pursuant to Section 18 this Agreement and the Sublease shall be commensurate with the GMP.

Other provisions of Section 6 of the Lease-Leaseback Agreement shall remain as modified by the Twelfth Amendment.

3. Exhibit A of the Lease-Leaseback Agreement shall be amended to reflect the final plans and specifications, as modified, for Phase IV – Prospect Street School Modernization. Exhibit A of the Lease-Leaseback Agreement for the Phase IV – Prospect Avenue School Modernization shall be deleted and replaced with the revised Scope of Work Amendment No. 2 for Phase IV – Prospect Avenue School Modernization, set forth as “Attachment 1” hereto. Summer Site Infrastructure Work and Committed Costs are not included but shown only for reference .

4. A new Exhibit B of the Lease-Leaseback Agreement set forth as “Attachment 2” hereof entitled “Exhibit B Construction Services Agreement for Lease-Leaseback Amendment No. 2 to Twelfth Amendment (Phase IV – Prospect Street School Modernization)-Capitol Project Financial Summary” shall be added for Phase IV of the Project.

5. A new Exhibit C of the Lease-Leaseback Agreement, set forth as “Attachment 3” hereof entitled “Exhibit C Construction Services Agreement for Lease-Leaseback Amendment No. 2 to Twelfth Amendment (Phase IV – Prospect Street School Modernization) – General Conditions Breakdown” shall be added for Phase IV of the Project

6. Exhibit A of the Sublease Agreement for Phase IV – Prospect Street School Modernization) shall be in the form attached hereto as “Attachment 4.” All other provisions of the Sublease Agreement shall remain in full force and effect for Phase IV of the Project, including the timelines for completion and payment, except that those provisions shall only be applicable to the Scope of Work listed in Exhibit A to the Lease-Leaseback Agreement, as amended, and to the Sites listed in Exhibit A to the Site Lease, as of the date of this Twelfth Amendment.

7. The provisions of the Lease-Leaseback Documents, as amended, shall remain

in full force and effect for Phase IV – Prospect Street School Modernization even though the originals of those documents refer only to the “Phase I” construction of twenty classrooms at Cajon Park School. All prior amendments and this Amendment No. 2 to Twelfth Amendment (Phase IV – Prospect Street School Modernization) shall be part of the validated Lease-Leaseback Documents, and changes in prior amendments not specifically applicable to a particular phase of the Project, shall be applicable to all phases and amendments. Each Amendment shall stand alone from each other for the specific phase of work contemplated by each; and each may be subject to further amendments as required.

*IN WITNESS WHEREOF*, the parties have, by their duly authorized representatives, executed this Amendment No. 2 to Twelfth Amendment (Phase IV – Prospect Avenue School Modernization), in duplicate, as of the day and year first above written and agree that this Amendment shall constitute binding modifications to the Lease-Leaseback Documents.

BUILDER/CORPORATION:

BARNHART-BALFOUR BEATTY, INC.

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Eric Stenman, President

DISTRICT:

SANTEE SCHOOL DISTRICT

Approved by the Board 1-18-11

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Karl Christensen,  
Assistant Superintendent, Business Services

Discussion and/or Action Item F.2.2.  
Prepared by Karl Christensen  
January 18, 2011

Approval of Amendment No. 1 to Thirteenth  
Amendment (Phase IV – Chet F. Harritt  
Ball Fields) to Construction Services  
Agreement for Lease-Leaseback, Site Lease,  
and Sublease Agreement

**BACKGROUND:**

On February 2, 2008, the Santee School District Board of Education adopted Resolution No. 0708-16, approving and authorizing the execution of a Site Lease, Sublease Agreement, and Lease-Leaseback Construction agreement between the District and Barnhart, Inc., in order to provide for the modernization of existing school facilities, at nine school sites within the District (the "Project"). On April 1, 2008, the Board approved Amendment No. 1 for the Guaranteed Maximum Price (GMP) of the Cajon Park classroom addition. On June 3, 2008, the Board approved Amendment Nos. 2 - 6 for the GMP for five school modernizations. On September 2, 2008, the Board approved Amendment Nos. 7 - 9 for the ten-classroom additions at Carlton Hills, Rio Seco, and Carlton Oaks. The Board approved Amendment Nos. 10 - 13 for partial modernization in infrastructure at Prospect Avenue, Chet F. Harritt, and Hill Creek schools.

Amendment 13 for Majors field renovations at Chet F. Harritt School was approved December 1, 2009. The attached Amendment No. 1 of the Amendment 13 will establish the final GMP to complete the remaining ball fields and includes a five percent (5%) Owner's contingency within the GMP to be used with District approval, with the remainder reverting to the District at the end of the construction. The GMP for Chet F. Harritt School remaining ball fields is being developed and will be available at the Board meeting for review and discussion.

A copy of Amendment No. 1 of construction contract Amendment 13 to the Lease-Leaseback Agreement is available in the District's Business Services department for public review. Additionally, a copy will be available for public review at the Board meeting to approve.

**RECOMMENDATION:**

It is recommended that the Board of Education approve Amendment No. 1 to Amendment 13 to the Lease-Leaseback Construction Agreement in order to accomplish the objectives set forth above since the final Guaranteed Maximum Price (GMP) is within the Board-approved Capital Improvement Program budget for these projects.

This recommendation supports the following District goals:

- Provide facilities that optimize the learning environment for all students.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

**FISCAL IMPACT:**

The fiscal impact of Amendment No. 1 to the Amendment 13 (amount to be provided at Board meeting) will be funded from the District's Revised Capital Improvement Program budget with CIP funds, Prop R bond proceeds, and State modernization matching funds.

**STUDENT ACHIEVEMENT IMPACT:**

Strong, positive relationships exist between overall building conditions, a positive learning environment, and student achievement.

Motion.		Second:		Vote:		Agenda Item F.2.2.
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**AMENDMENT NO. 1 TO THIRTEENTH AMENDMENT  
(PHASE IV – CHET F. HARRITT BALL FIELDS) TO  
CONSTRUCTION SERVICES AGREEMENT FOR LEASE-LEASEBACK,  
SITE LEASE, AND SUBLEASE AGREEMENT**

This Amendment No. 1 to Thirteenth Amendment (Phase IV – Chet F. Harritt Ball Fields) to Construction Services for Lease-Leaseback (herein “Lease-Leaseback Agreement”), Site Lease, and Sublease Agreement (collectively, the “Lease-Leaseback Documents”) is made and entered into this 18<sup>th</sup> day of January, 2011, by and between the SANTEE SCHOOL DISTRICT (the "District") and Barnhart Balfour Beatty (the "Builder") as follows:

WHEREAS, on December 11, 2009, the Governing Board of the District adopted the Thirteenth Amendment (Phase IV – Chet F. Harritt Ball Fields) (the “Thirteenth Amendment”); and

WHEREAS, the Thirteenth Amendment modified the Lease-Leaseback Documents and Guaranteed Maximum Price (“GMP”) for the work described therein at the Ball Fields at Chet F. Harritt School; and

WHEREAS, the Board issued a Notice to Proceed dated \_\_\_\_\_ for the work described in the Thirteenth Amendment; and

WHEREAS, the Thirteenth Amendment provides that subsequent portions of the Phase IV – Chet F. Harritt Ball Fields portion of the Project, whether or not subject to DSA approval, may be authorized only by future Amendment to the Thirteenth Amendment after DSA approvals, if required, and additional funding have been obtained; and

WHEREAS, the governing board of the District has now obtained DSA approvals as required and/or the necessary funding to continue with the Chet F. Harritt Ball Fields portion of the Project; and

WHEREAS, the governing board of the District desires to proceed with the construction of the ball fields at Chet F. Harritt School.

NOW, THEREFORE, DISTRICT AND BUILDER HEREBY AGREE AS FOLLOWS:

1. The first sentence of Section 6 of the Lease-Leaseback Agreement for the Phase IV - Chet F. Harritt Ball Fields phase of the Project as amended shall be deleted and replaced with the following sentence:

“The GMP for total phased cost of the work of the Phase IV – Chet F. Harritt Ball Fields shall be \$ \_\_\_\_\_, and shall be based upon the Construction and Scope of Work set forth in Exhibit A of this Agreement, as amended.”

Other provisions of Section 6 of the Lease-Leaseback Agreement shall remain as modified by the Thirteenth Amendment.

2. Exhibit A of the Lease-Leaseback Agreement for the Phase IV – Chet F. Harritt Ball Fields shall be deleted and replaced with the revised Scope of Work for Phase IV – Chet F. Harritt Ball Fields, set forth as “Exhibit A” hereto.

3. The provisions of the Site Lease and Lease-Leaseback Agreement, as previously amended, shall remain in full force and effect for Phase IV – Chet F. Harritt Ball Fields.

4. The Site Lease shall be applicable to Phase IV – Chet F. Harritt Ball Fields and all provisions of the Site Lease shall be applicable to the Chet F. Harritt school site.

5. Exhibit A of the Sublease Agreement for Phase IV – Chet F. Harritt Ball Fields shall be in the form attached hereto as “Exhibit B.” All other provisions of the Sublease Agreement shall remain in full force and effect for Phase IV of the Project, including the timelines for completion and payment, except that those provisions shall only be applicable to the Scope of Work listed in Exhibit A to the Lease-Leaseback Agreement Phase IV – Chet F. Harritt Ball Fields, as amended, and to the Chet F. Harritt School site in the Site Lease as of the date of this Amendment No. 1 to Thirteenth Amendment.

6. The provisions of the Site Lease and Lease-Leaseback Agreement, as amended, shall remain in full force and effect for Phase IV – Chet F. Harritt Ball Fields even though the originals of those documents refer only to the “Phase I” construction of twenty classrooms at Cajon Park School. All prior amendments and this Amendment No. 1 to Thirteenth Amendment - Phase IV – Chet F. Harritt Ball Fields shall be part of the validated Lease-Leaseback Documents, and changes in prior amendments not specifically applicable to a particular phase of the Project shall be applicable to all phases and amendments. Each Amendment shall stand alone from each other for the specific phase of work contemplated by each; and each may be subject to further amendments as required.



*IN WITNESS WHEREOF*, the parties have, by their duly authorized representatives, executed this Amendment No. 1 to Thirteenth Amendment (Phase IV – Chet F. Harritt Ball Fields), in duplicate, as of the day and year first above written and agree that this Amendment shall constitute a binding modification to the Construction Services Agreement for Lease-Leaseback.

BUILDER/CORPORATION:

BARNHART BALFOUR BEATTY

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Eric Stenman, President

DISTRICT:

SANTEE SCHOOL DISTRICT

Approved by the Board 1-18-11

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Karl Christensen,  
Assistant Superintendent, Business Services



Discussion and/or Action Item F.2.3. Payment of Final Invoice to Chevron Energy  
 Prepared by Karl Christensen Solutions for July 31, 2007 Energy Services  
 January 18, 2011 Agreement

**BACKGROUND:**

On July 31, 2007, the Board approved an Energy Services Agreement (“Agreement”) with Chevron Energy Solutions to conduct an energy audit that would include analysis of utility usage and demand; inspection and survey of lighting, HVAC, and major energy-using equipment; and development of recommendations for energy conservation measures to include lighting upgrades, new HVAC equipment and controls, and implementation of photovoltaic systems. Over the course of many months, Chevron also attended construction meetings with the District’s Lease/Leaseback contractor to recommend design changes and vendor selections that would incorporate energy conservation measures.

The Agreement called for the development and submission of a final Energy Services Proposal after which the District would have 60 days to enter into another Energy Services Agreement for implementation of the recommendations or pay \$210,000. In early 2008, the District began pursuing alternative methods for incorporating energy conservation measures into Capital Improvement Program designs and constructively terminated Chevron’s services via e-mail on June 16, 2008 prior to submission by Chevron of a final Energy Services Proposal. Subsequently, the District received an invoice dated December 9, 2008 from Chevron seeking payment of the full \$210,000 pursuant to the Agreement.

Beginning with a letter to Chevron dated September 25, 2009, Administration has been attempting to obtain an accounting of hours worked by Chevron staff, documentation associated with utility analysis and solar calculations, and anecdotal data from the parties involved at the time Chevron was rendering services in order to substantiate Chevron’s invoice. In September 2010, the District received a revised invoice from Chevron containing an accounting of hours worked by Chevron staff along with other miscellaneous expenses more fully described below:

Staff Member	Function	Cost	Number of Hours	Assumed Hourly Rate	Full-Time Day Equivalent
Larry Baebler	Sales and Coordination	\$14,806	116	\$127.64	14.50
Rebecca Wetstein	Coordination	\$16,371	132	\$124.03	16.50
Jonathon Brown	Engineering and Design	\$35,096	428	\$83.89	53.50
Dan Smith	Engineering and Design Oversight	\$8,135	164	\$49.60	20.50
Other	Sales, Finance, and Engineering Support	\$4,405	Not Provided		
	<b>Total Labor</b>	<b>\$78,813</b>	<b>840</b>	<b>*\$89.54</b>	<b>105.00</b>
	Travel/Copying	\$11,004			
	15% Overhead	\$13,472			
	10% Profit	\$10,329			
	<b>Total Invoice</b>	<b>\$113,618</b>			

\*Weighted Average Hourly Rate

The District then requested a listing of tasks performed by the Engineering staff and copies of documents that would have been developed by them to substantiate the number of hours allegedly worked as reported in the revised invoice. Chevron provided the following:

#### Documentation

- Lighting Audit Summary Listing by location within each school
- Detailed scope analysis for installation of various Energy Conservation Measures including:
  - High Efficiency Lighting Upgrade
  - Mechanical Equipment Installation
  - Honeywell Energy Management System
- Detailed Proposal for Honeywell Energy Management System
- Site Layout drawings for installation of solar at District schools
- 7 Applications completed and submitted by Chevron on behalf of the District for California Solar Initiative Incentives including photovoltaic and energy use calculations

#### Engineering Task List

***At the District request, Chevron has developed the following list of tasks which consumed the hours listed on our Invoice # W30168-1208 for Jonathan Brown and Dan Smith.***

1. Completed District lighting retrofit audits including subcontractor walks, identifying retrofit opportunities and development of recommendations for energy savings.
2. Development of a RFQ for District selection of an Energy Management Services provider, recommended service providers, attended presentations and helped District select vendor for installation.
3. Conducted mechanical audits of all HVAC/controls/boilers and support/distribution equipment. Scheduled equipment vendors and installers for job walks of school sites, reviewed bids and selected best qualified provider.
4. Equipment specifications were created, sizing and site locations plans developed for the installation of our recommended equipment and solar installations.
5. Installation requirements were developed for all recommend equipment and solar sites as District directed and or changed.
6. Completed utility bill analysis for all electric and gas accounts and evaluated all equipment and solar installations based on this analysis.
7. Presented solar installation recommendations on District sites and worked with District staff to approve installation recommendations and revised as the District scope changed.
8. Completed all engineering analysis to submit SDG&E solar and energy efficiency incentive applications for the District.

9. Worked with SDG&E and the District to resolve all questions and successfully obtain incentives for solar sites at all District approved locations. This included provided drawings, preliminary engineering and utility coordination plans for the solar sites approved by the District.
10. Multiple subcontractor bid packages were developed, RFP's provided to subcontractors and evaluation and selection of best provider completed by Chevron Engineering team.
11. Jonathan Brown and Dan Smith attended multiple meetings with the Santee USD construction team which included meetings at the District office, architect office and Barnhart locations.
12. Chevron engineering team spent many hours working with Barnhart to coordinate our construction activities. District changed construction schedules, scope of work and site locations many times during our work with the construction team.
13. Engineering team conducted several internal project risk reviews to ensure scope was complete, vendor selection met Chevron's requirements and pricing was fully negotiated with selected subs.
14. Several engineering constructability reviews were completed as the District continued to change project scope, locations and modernization construction schedules.
15. Equipment recommended by our subcontractors was evaluated by our engineering and procurement staff.
16. Multiple subcontractor contracts were developed by Chevron engineering staff throughout our work with the District construction team.
17. Several detailed construction safety plans were developed as District changes project scope, locations and construction time lines.
18. Numerous energy calculations and analysis were completed by our engineering staff and documents were developed for planning and providing recommendations to the District for paid from saving performance contracting project and cost effective solar installations for the District.
19. Engineering staff developed of the scope of work for our Energy Services Agreement.
20. Many hours were spent working in a collaborative effort with the District and its construction team developing many project scopes of work which were directed by the District.
21. Engineering team spent many hours obtaining District documents need to review current equipment installation at all District site locations.
22. Our engineering team prioritized many solar site assessments and selected best sites for the District solar installations and equipment configurations.
23. Engineering ran many photovoltaic production models to select best solar sites.
24. Engineering ran financial risk reviews on all subcontractors.
25. Our internal engineering team investigated all SDG&E point of interconnections and requirements needed for optimal interconnection of solar sites approved by the District.
26. We reviewed and selected the best project measurement and evaluation requirements for several Districts provided Scopes of Work as the District project developed.

Chevron has agreed to reduce the submitted Profit & Overhead from 25% to 15% and corrected the calculation of hours to produce a final invoice totaling \$101,091. Administration recommends payment of this amount to Chevron Energy Solutions to satisfy the requirements of the Agreement and bring closure to the issue. Chevron will sign an unconditional release of any further financial liability for work associated with the Agreement upon receipt of the above amount.

**RECOMMENDATION:**

It is recommended that the Board of Education approve final payment of \$101,091 to Chevron Energy Solutions for services rendered under the Agreement.

This recommendation supports the following District goal:

- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.
- Provide facilities that optimize the learning environment for all students.

**FISCAL IMPACT:**

The fiscal impact is \$101,091 from Capital Improvement Program Funds.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item F.2.3.
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Discussion and/or Action Item F.2.4.  
Prepared by Karl Christensen  
January 18, 2011

Approval of Amendment No. 1 to Architectural  
Services Agreement with Trittipio Architecture  
and Planning

**BACKGROUND:**

On November 5, 2008, the District entered into an Agreement with Trittipio Architecture & Planning ("TAP") to provide Architectural Services for the District's Capital Improvement Program ("CIP"). Over the last several months, the District has become aware that various Consultants working for TAP on CIP projects have delinquent amounts owed to them by TAP for work for which TAP has already been paid by the District. Moreover, several key TAP staff members stipulated in Article 3.2 of the Agreement have terminated employment with TAP and no formal written notice was given, nor procurement of District written approval sought, for personnel changes as required by Article 3.2 and 3.3.4 of the Agreement.

The latter issue has been resolved by TAP to the satisfaction of the District. The former issue is to be resolved by execution of this Amendment which requires TAP to submit its invoices accompanied by signed releases from each of its Consultants certifying that there are no amounts owed to them over thirty (30) days old. This will ensure that delays are not occurring on CIP projects as a result of Consultants not being paid.

**RECOMMENDATION:**

It is recommended that the Board of Education approve Amendment No. 1 to the Architectural Services Agreement with Trittipio Architecture & Planning.

This recommendation supports the following District goal:

- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.
- Provide facilities that optimize the learning environment for all students.

**FISCAL IMPACT:**

There is no additional fiscal impact.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item F.2.4.
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**AMENDMENT NO. 1 TO THE NOVEMBER 5, 2008 AGREEMENT FOR  
ARCHITECTURAL SERVICES**

This Amendment No. 1 to the Agreement for Architectural Services dated November 5, 2008 ("Original Agreement") is made and entered into this 18th day of January, 2011, by and between the Santee School District ("DISTRICT") and Trittipol Architecture & Planning ("ARCHITECT"), collectively referred to as the PARTIES, as follows:

WHEREAS, on November 5, 2008, the PARTIES entered into the Original Agreement to provide architectural services for the DISTRICT's Capital Improvement Program ("DISTRICT PROJECTS"); and

WHEREAS, the PARTIES desire to amend the Original Agreement to incorporate provisions regarding payments by the ARCHITECT to Consultants procured by ARCHITECT to perform work related to DISTRICT PROJECTS as described in Section 3.3.1 of the Agreement ("CONSULTANTS");

WHEREAS, for purposes of more fully defining the term Consultants as used in this Amendment, CONSULTANTS shall include the following trades or areas of expertise:

- Structural
- Electrical
- Mechanical
- Civil
- Plumbing
- Landscaping

NOW, THEREFORE, DISTRICT AND ARCHITECT HEREBY AGREE AS FOLLOWS:

1. The third sentence of Section 3.11.4 **Payment To Architect** of the Original Agreement shall be deleted and replaced with the following sentence:

"In order to receive payment, Architect shall present to District an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, the amount to be paid, and accompanied by signed release forms from each Consultant certifying that there are no outstanding amounts owed by Architect to the Consultant more than thirty (30) calendar days old."

2. The first sentence of Section 3.11.5 **Withholding Payment to Architect** of the Original Agreement shall be deleted and replaced with the following sentence:



"The District may dispute payment, in whole or in part, to the extent reasonably necessary for failure of Architect to provide signed release forms from each Consultant as described in Section 3.11.4 as revised by Amendment No. 1 or to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the intentional or negligent acts, errors or omissions protected under the indemnification provisions of this Agreement."

*IN WITNESS WHEREOF*, the PARTIES have, by their duly authorized representatives, executed this Amendment No. 1 to the Original Agreement, in duplicate, as of the day and year first above written and agree that this Amendment shall constitute a binding modification to the Original Agreement.

**ARCHITECT:**

**TRITTIPO ARCHITECTURE AND PLANNING**

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

**DISTRICT:**

**SANTEE SCHOOL DISTRICT**

**Approved by the Board of Education  
On \_\_\_\_\_**

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Karl Christensen,  
Assistant Superintendent, Business Services

Discussion and/or Action Item F.2.5. Approval of Increase of Change Order Contracting Authority

Prepared by Karl Christensen  
January 18, 2011

**BACKGROUND:**

On March 4, 2008, the Board approved levels for authorizing change orders associated with Capital Improvement Program projects by adoption of Resolution #0708-20 and approval of limits. At that time the following limits were established:

<b>Staff Member</b>	<b>Original Approval Limit</b>
Director, Facilities	\$25,000
Assistant Superintendent Business Services	\$50,000
Superintendent	\$75,000

All changes to construction contracts are to be submitted to the Board for ratification and no change or contract is final until Board ratification.

Change orders are the result of interpretation of plans and specifications, code required changes, scope alterations, and unforeseen site or building conditions and can sometimes impact schedules and sequencing of trades. To expedite work contemplated for Phase II of the Capital Improvement Program and reduce delays, Administration recommends an increase to change order authority as follows:

<b>Staff Member</b>	<b>Proposed Approval Limit</b>
Director, Facilities	\$40,000
Assistant Superintendent Business Services	\$65,000
Superintendent	\$90,000

**RECOMMENDATION:**

It is recommended that the Board of Education approve an increase to the delegation of authority for approving change orders by authorizing the Director of Facilities to implement changes costing \$40,000 or less; the Assistant Superintendent, Business Services to implement changes costing up to \$65,000, and the Superintendent to implement changes costing up to \$90,000. Change orders above \$90,000 would be brought to the Board for approval prior to work commencing. ***All changes to construction contracts shall be submitted to the Board of Education for ratification and no change or contract shall be final until Board ratification.***

This recommendation supports the following District goals:

- Provide facilities that optimize the learning environment for all students.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

**FISCAL IMPACT:**

A cost savings will be realized by minimizing delays to construction. The budget for the Capital Improvement Program is \$129.7 million for nine (9) schools and Phase II work to be initiated starting February 2011 is estimated to be up to \$34.3 million funded from Prop R bond proceeds and State matching funds. The Board of Education will receive a report of changes and authorizations each month for review, comment, and ratification.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item related to construction projects. Strong, positive relationships exist between overall building conditions, a positive learning environment, and student achievement.

Motion:		Second:		Vote:		Agenda Item F.2.5.
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**BACKGROUND:**

On December 15, 2010, the State Allocation Board apportioned \$35,096,479 for the 12 projects the District had on the Unfunded Approval List. \$25,315,954 of this was for reimbursement of work already completed by the District in Phase I. The projects associated with these funds were all submitted as "shovel ready" in accordance with the Office of Public School Construction's (OPSC) Priority Funding program which grants higher priority to school districts that commit to applying for receipt of the funds within 90 days. The District will apply to receive the funds now and must contract for this work on or before March 15, 2011. There were nearly \$2 billion in requests received from school districts for the second round of Priority Funding and the State Allocation Board had \$1.4 billion in State Bond funds to apportion.

The District expects to receive the monies within 60 days. These funds, coupled with a potential \$5.9 million General Obligation Bond sale, will allow the District to payoff the Bond Anticipation Note, modernize the three schools in Phase II (Prospect, Chet F Harritt, and Hill Creek), construct the remaining two ballfields at Chet F Harritt, and still have approximately \$11.78 million remaining.

Administration will provide an update on the State Allocation Board action, funding, and timelines for initiating Phase II construction work.

**RECOMMENDATION:**

This is an information item. It is recommended that the Board of Education schedule a workshop in January to begin the process of Phase II modernization.

This recommendation supports the following District goal:

- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

**FISCAL IMPACT:**

The fiscal impact is \$35,096,479 in State Funding for the Capital Improvement Program.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item E.2.1.
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Discussion and/or Action Item E.2.2. Approval of George Mercer Contract  
Prepared by Karl Christensen  
January 4, 2010

**BACKGROUND:**

District water savings through irrigation is possible by converting various campuses to recycled water and/or separate irrigation mainlines. Before converting or splitting the irrigation mainlines, plans need to be submitted to and approved by Padre Dam MWD and the County of San Diego. Presented for Board consideration is an agreement for landscape architectural services with George Mercer Associates Inc. Mr. Mercer will prepare and submit the necessary documents to the water district and county for the following sites:

Carlton Hills  
Rio Seco  
Prospect Avenue  
Chet F. Harritt  
Carlton Oaks

Services performed are for a total fee of \$6,720.

**RECOMMENDED:**

It is recommended that the Board of Education approve the agreement for landscape architectural services with George Mercer Associates Inc.

This recommendation supports the following District goal:

- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.
- Provide facilities that optimize the learning environment for all students.

**FISCAL IMPACT:**

The fiscal impact is \$6,720 from CIP funds.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion		Second:		Vote:		Agenda Item E.2.2.
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December 6, 2010

#09-062.5

### AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES

Between Landscape Architect George Mercer Associates Inc. (a California corporation), hereinafter referred to as Architect, and Santee School District, hereinafter referred to as Client.

Whereas it is the desire of the Client that the Architect perform certain professional services, as more particularly set forth in this Agreement, the Client and the Architect hereby agree to the following:

1. GENERAL SCOPE OF SERVICES

Landscape architectural design and consulting services as more specifically described below.

2. DESCRIPTION OF SERVICES

Landscape architectural services as may be requested by the Client. Services shall be provided on an hourly basis at this office's current hourly rates. Current rates are as follows:

Landscape Architect	\$120.00
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Client shall be notified of any increase in the hourly rates prior to services being provided at the increased rates.

Time for services performed outside the office starts and ends upon leaving and returning to the office.

Each individual school/project will be assigned a project number and billed separately. Estimated fees for each project will be provided to the Client in writing, and approved by the Client prior to starting work.

3. SCOPE OF SERVICES EXCLUDES

1. Engineering, and/or selection of utility, mechanical and structural systems for subterranean structure protection.

4. REIMBURSABLE EXPENSES

The following costs will be billed to the Client as a reimbursable expense.

1. Costs for submittals to agencies, scanning, photographic, xerographic, diazo, dry mounting, and delivery services.\*



2. In-house plots of presentation plans and reproducibles (vellums), and any additional plots requested by the Client, at a cost of \$2.50 per square foot. Plots onto mylar at \$4.00 per square foot.
3. Submittal fees.
4. Outside consultants as authorized by Client.\*

\*These costs shall be billed at 15% more than the cost to this office.

5. PAYMENT

Fees, including Reimbursable Expenses, are due and payable in full within 30 days of receipt. The Architect reserves the right to charge an annual service fee of 12% (1% per month) on all accounts not paid within thirty days of presentation and until said account is paid in full.

6. OWNERSHIP OF AND CHANGES TO DOCUMENTS

Drawings and Specifications, as instruments of service, are and shall be the property of the Landscape Architect whether the project for which they are prepared is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference. The drawings and specifications shall not be used by the Client on other projects, for additions to the project for which they were prepared, or for completion of the project by others, except by agreement in writing and with appropriate compensation to the Landscape Architect.

The Client agrees to hold harmless and indemnify the Architect against all damages, claims, and losses arising out of any reuse of the plans and specifications without the written authorization of the Architect.

The Client agrees not to make, or cause to make, changes to the Architects instruments of services without prior written consent of the Architect.

7. RISK ALLOCATION

Client understands and acknowledges that the design and construction process for this project poses certain risks to both the Architect and Client. Client further understands and acknowledges that the amount of risk that Architect can accept is tied, in part, to the amount of compensation received for services rendered. Architect's fee for the services offered is based on Client's agreement to limit Architect's liability as described below. Client further acknowledges that were it not for this promise to limit Architect's liability, Architect's compensation would need to increase to address the risks posed by this project.

Client, therefore, acknowledging its right to discuss this provision with legal counsel experienced in the design and construction process, as well as other design professionals, voluntarily agrees that, to the fullest extent permitted by law, Architect's total liability to Client for any and all injuries, claims, liabilities,

losses, costs, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including, but not limited to, Architect's negligence, errors, omissions or breach of contract, shall not exceed \$5,000 per project. This limitation of liability shall apply to Client's claims for damages as well as Client's claims for contribution and indemnity with respect to third party claims.

8. NON-WARRANTY

The Architect will prepare reports, plans and specifications in accordance with generally accepted professional practices for the intended use of the Project, however, the Architect makes no warranty for the same, either expressed or implied.

9. DISCLAIMER

Although the Architect must rely on the work and information furnished by others, and may need to incorporate their work and information into his plans and designs, the Architect does not guarantee the completion or quality of performance of any work provided by any other consultants, contractors or third parties, nor is the Architect responsible for the acts or omissions of any other consultants, contractors or third parties. The Architect makes no representations concerning soil conditions unless specifically included in writing in this Agreement and the Architect is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests or general soil testing.

10. LIABILITY

The Landscape Architect shall not be liable for any property damage, or personal or bodily injury caused by changes in the work whether such changes occur during or after construction, which do not conform to the requirements of the Construction Contract Documents. The Landscape Architect shall not be liable for the demise of any landscaping material caused by or contributed to by a failure of proper maintenance, disease, or exposure to natural or artificial processes or conditions.

The Architect shall not have control or be in charge and shall not be responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of any contractor(s) or subcontractors(s) or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the plans and specifications.

11. SEVERABILITY

In the event any provision of this Agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be valid and binding on the parties.

George Mercer Associates, Inc.  
Santee School District - Hourly Services  
Date: December 6th, 2010

#09-062.5  
Page 4 of 5

12. APPLICABLE LAW

The Agreement shall be governed by the law of the principal place of business of the Architect.

13. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with the Agreement terms through no fault of the other party. In this event, the Architect shall be paid his compensation for services performed to termination date including Reimbursable Expenses then due.

14. EXTENT OF AGREEMENT

This shall constitute the terms and conditions of the Agreement. There are no other understandings or agreements except as expressly stated herein. Any amendments or changes to these terms and conditions shall be made in writing and approved by both signatories. It is not the intent of the parties to this agreement to form a partnership or joint venture.

If this agreement correctly reflects our understanding, please sign and date one copy where indicated below and return it to my attention. The other copy of this Agreement is for your files.

The Architect will have no obligation to perform services until the Client signs and returns this original Agreement. However, the Client agrees to pay for all services rendered and costs incurred prior to the execution of this Agreement. This Agreement shall be retroactive to the date that services were first performed.

The undersigned hereby certify that I have read the foregoing Agreement and approve and agree to its contents.

By:   
George Mercer, President  
Landscape Architect #4055  
George Mercer Associates, Inc.  
A California Corporation  
4730 Palm Avenue, Suite 210  
La Mesa, CA 91941

12/6/10  
(Date)

By: \_\_\_\_\_ (Date)  
Christina Becker  
Director of Maintenance, Operations and Facilities  
Santee School District

George Mercer Associates, Inc.  
Santee School District - Hourly Services  
Date: December 6th, 2010

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Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at:

Landscape Architects Technical Committee  
400 R Street, Room 4000  
Sacramento, California 95814  
(916) 445-4954