

Consent Item D.3.1.  
Prepared by Bill Clark  
September 2, 2008

Approval of Builders' Risk Insurance Provided by John  
Burnham & Associates for the Ten Classroom Additions at  
Carlton Hills, Rio Seco, and Carlton Oaks Schools

**BACKGROUND:**

As part of the 10-classroom addition construction that begins this Fall 2008, builders' risk insurance will need to be in place for our construction. As part of an effort to maintain the best value and costs, both Douglas E. Barnhart and Santee School District requested price quotes for the insurance coverage needed. Since the District's current buildings are insured, we were able to get the best pricing for the construction coverage of our additions at a savings of \$11,110. Per our construction contract with Douglas E. Barnhart, one-third of the cost is shared by Douglas E. Barnhart. At its July 15, 2008 meeting, the Board provided approval ratification for the builders' risk insurance coverage for the modernization construction project at five schools. The District is now entering the next stage of the modernization project for the 10-classroom addition construction at three schools: Carlton Hills, Rio Seco, and Carlton Oaks schools.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the builder's risk insurance for the 10-classroom addition construction at the three schools under construction at Carlton Hills, Rio Seco, and Carlton Oaks schools.

This item supports the following District goal:

- Provide facilities that optimize the learning environment for all students.

**FISCAL IMPACT:**

The fiscal impact for additional builders' risk insurance coverage at the three schools for construction of the 10-classroom addition projects is \$29,209 of which Douglas E. Barnhart has reimbursed Santee School District one-third (\$9,736). The remaining two-thirds (\$19,473) will be funded from the Capital Improvement Program budget.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item D.3.1.
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Santee School District

**ALL SITES- STATE MODERNIZATION & ADDITIONS**  
Project Budget Aging Report  
**Phase One and Two Bonds (Working Budget)**

**Project Summary by Site**

Code	Category - Item	Chet F Harritt	Carlton Hills	Carlton Oaks	Clayton Park	Hill Creek	Prospect Avenue	Pepper Drive	Rio Seco	Sycamore Canyon	Budget
<b>Funding Sources</b>											
State	State & Federal Funding	3,394,554	3,924,817	5,124,395	4,565,631	5,418,273	2,862,433	4,278,787	4,949,900	2,420,306	36,339,096
35-00	State School Facilities Fund	3,394,554	3,924,817	5,124,395	4,565,631	5,418,273	2,862,433	4,278,787	4,949,900	2,420,306	36,339,096
	Mod Grant	2,870,035	3,163,859	3,830,741	3,823,288	4,132,311	2,278,672	-	3,661,925	1,847,750	25,608,581
	Jt Use Grant	-	-	-	-	-	-	-	-	-	-
	Jt use grant MP	374,399	458,917	476,781	440,302	476,781	237,340	332,366	476,781	-	3,273,667
	Jt use grant library	-	-	514,832	-	507,140	-	-	509,153	226,135	1,757,260
	Jt use grant tech lab	150,120	302,041	302,041	302,041	302,041	346,421	346,421	302,041	346,421	2,699,598
	Pepper Drive 2017 Mod	-	-	-	-	-	-	3,600,000	-	-	3,600,000
Local	Local District Funding	8,359,741	11,537,133	11,637,903	14,601,649	9,981,898	4,860,695	3,001,974	11,743,243	8,689,404	84,513,550
21-39	Bond Fund	5,937,876	11,257,015	10,565,444	8,221,553	8,340,836	2,793,156	678,787	8,715,416	4,992,831	61,502,314
	Bond Mod Match	1,913,357	2,109,239	2,553,827	2,548,859	2,754,874	1,519,115	-	2,441,283	1,231,833	17,072,387
	Bond Funds	3,500,000	8,386,818	6,717,963	4,930,351	4,300,000	690,280	-	4,986,158	3,188,441	36,700,012
	Jt Use Match	524,519	760,958	1,293,654	742,343	1,285,962	583,761	678,787	1,287,975	572,556	7,730,515
25-01	Barratt Developer Fees	-	-	-	-	-	-	-	-	-	-
25-02	Lonnar Developer Fees	-	-	-	-	-	-	1,790,636	-	-	1,790,636
25-03	Pardae Developer Fees	-	-	-	-	-	-	-	-	-	-
25-18	Other- All	-	20,000	-	600,000	-	-	-	-	-	620,000
25-38	Re-develop	-	-	-	-	-	-	-	-	-	-
25-40	COPS	2,421,865	360,118	1,072,459	5,780,096	1,641,062	-	-	3,027,827	3,696,573	18,000,000
06-00	OZAB	-	-	-	-	-	2,067,449	532,551	-	-	2,600,000
<b>TOTAL FUNDING</b>		11,754,295	15,561,950	16,762,298	19,167,280	15,400,171	7,723,038	7,280,761	16,693,143	11,109,710	121,452,646
<b>Expenditures</b>											
<b>A Site Costs</b>											
B	Planning Costs	1,084,292	1,354,406	1,460,064	1,548,733	1,423,528	761,208	716,944	1,448,563	2,433,385	12,231,134
6200-017	Architect/Engineering Fees	830,176	1,043,482	1,131,484	1,217,169	1,111,797	559,076	520,808	1,122,293	2,170,394	9,705,681
	Architect- A&E Fees	152,308	384,702	378,304	605,696	152,844	157,155	152,308	371,011	562,159	2,916,483
	Modernization- A&E Fees	677,868	658,780	753,180	611,474	958,954	400,921	368,500	751,283	1,608,239	6,789,198
6200-220	DSA Plan Check Fees	55,240	75,573	81,892	95,544	75,897	36,992	34,453	81,066	46,880	583,538
	0.66%	55,240	75,573	81,892	95,544	75,897	36,992	34,453	81,066	46,880	583,538
6200-230	CDE Plan Check Fees	2,009	2,748	2,978	3,474	2,760	1,345	1,253	2,948	1,705	21,220
	0.024%	2,009	2,748	2,978	3,474	2,760	1,345	1,253	2,948	1,705	21,220
6200-240	Preliminary Thesis	41,849	57,252	62,040	37,224	57,498	28,024	26,100	61,413	67,758	439,159
	Asbestos Testing	-	-	-	-	-	-	-	-	-	-
	Surveys	20,924	28,626	31,020	23,024	28,749	14,012	13,050	30,707	17,758	207,870
	Soils	20,924	28,626	31,020	14,200	28,749	14,012	13,050	30,707	50,000	231,288
6200-250	Other Costs- Planning	155,018	175,351	181,670	195,322	175,875	136,770	134,230	180,843	146,658	1,481,538
	Reimbursables- Printing & Bidding .66%	55,240	75,573	81,892	95,544	75,897	36,992	34,453	81,066	46,880	583,538
	CM Pre-Construction	77,778	77,778	77,778	77,778	77,778	77,778	77,778	77,778	77,778	700,000
	Legal & Other Consultants	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	196,000

C	Construction Costs	9,831,725	12,810,487	13,863,721	16,178,440	12,854,578	6,370,389	6,007,108	13,725,922	7,974,390	99,616,760
6200-270	Main Building Contractor	8,369,750	11,450,443	12,407,928	14,476,332	11,499,616	5,604,899	5,220,098	12,282,656	7,103,082	88,414,804
	New Additions	1,810,102	5,102,883	5,011,489	8,636,594	1,816,796	-	1,810,102	4,907,293	-	29,095,259
	Modernization	6,559,648	5,139,912	6,317,285	4,696,982	7,343,553	3,734,206	2,959,996	6,082,790	5,232,389	48,066,761
	Jl Use Library / Tech	-	1,207,648	1,079,154	1,142,756	2,339,267	-	450,000	1,292,573	1,870,693	11,252,794
	Jl Use Tech Lab	-	-	-	-	-	-	-	-	-	-
	Jl Use Multi Purpose Room	-	-	-	-	-	-	-	-	-	-
	Sitework Items	-	-	-	-	-	-	-	-	-	-
6200-272	Construction Management Fees	836,975	1,145,044	1,240,793	1,447,633	1,149,962	580,490	522,010	1,228,266	710,308	8,841,490
	General Cond. Bonds and Insurance 5.5%	460,336	629,774	682,436	796,198	632,479	308,269	287,105	675,546	390,670	4,062,814
	CM Fees 4.5%	376,639	515,270	558,357	651,435	517,483	252,220	234,904	552,720	319,639	3,978,666
6200-175	Demolition (CP only)	-	-	-	55,555	-	-	-	-	-	55,555
	Cooling Tower Relocation (CP only)	-	-	-	55,555	-	-	-	-	-	55,555
	Locker Demo (CP only - in Additions Total)	-	-	-	-	-	-	-	-	-	-
6200-274	Other Costs - Construction	575,000	155,000	155,000	155,000	155,000	155,000	155,000	155,000	125,000	1,785,000
	Field Improvements (All except SC)	450,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	-	660,000
	Other Consultants	-	-	-	-	-	-	-	-	-	-
6200-274	Quick Start Projects	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	1,125,000
	Utility Fees / Costs	50,000	60,000	60,000	43,920	50,000	50,000	110,000	60,000	36,000	519,920
	Padre Water / Helix	30,000	30,000	30,000	30,655	30,000	30,000	30,000	30,000	30,000	270,655
	SDG&E	10,000	20,000	20,000	7,265	20,000	10,000	80,000	20,000	-	187,265
	City Bond	10,000	10,000	10,000	6,000	-	10,000	-	10,000	6,000	62,000
D	Construction Testing Costs	125,546	171,757	186,119	217,145	172,494	84,073	78,301	184,240	106,546	1,326,222
6200-280	Const. Testing & HAZMAT Monitoring	125,546	171,757	186,119	217,145	172,494	84,073	78,301	184,240	106,546	1,326,222
	1.5%	125,546	171,757	186,119	217,145	172,494	84,073	78,301	184,240	106,546	1,326,222
E	Construction Inspection Costs	93,697	203,000	168,000	207,000	126,996	68,049	64,201	126,000	50,000	1,106,944
6200-290	Inspection	93,697	203,000	168,000	207,000	126,996	68,049	64,201	126,000	50,000	1,106,944
	IOH	83,697	191,000	155,000	195,000	114,996	56,049	52,201	114,000	38,000	1,000,944
	PM	10,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	106,000
F	Furniture & Equipment Costs	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	675,000
6400-490	Furniture & Equipment Costs	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	675,000
	Library Shelving	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	675,000
G	Project Contingency	544,034	744,279	806,515	940,962	747,475	364,318	339,306	798,373	461,700	5,746,962
6200-099	Project Contingency	544,034	744,279	806,515	940,962	747,475	364,318	339,306	798,373	461,700	5,746,962
	6.5% Contingency of Main Bldg. Contract	544,034	744,279	806,515	940,962	747,475	364,318	339,306	798,373	461,700	5,746,962
<b>TOTAL EXPENDITURES</b>		<b>11,794,295</b>	<b>15,358,929</b>	<b>16,559,419</b>	<b>19,167,280</b>	<b>15,400,171</b>	<b>7,723,038</b>	<b>7,280,761</b>	<b>16,358,097</b>	<b>11,101,032</b>	<b>120,703,022</b>
<b>ENDING BALANCE</b>		-	203,021	202,879	-	-	-	-	335,046	8,678	749,625

Budget	
Site Cost	15,339,300
Soft Cost	99,616,760
Hard Cost	5,746,962
Program Contingency	-
<b>Total Cost</b>	<b>120,703,022</b>
Construction Contingency	6.5%

Consent Item D.3.2.  
Prepared by Bill Clark  
September 2, 2008

Approval of Revised Energy Performance Award for  
Modernized Schools

**BACKGROUND:**

San Diego Gas & Electric Company (SDG&E) offers incentive monies for construction projects utilizing energy-efficient lighting and mechanical equipment. District staff and architects have worked closely with SDG&E representatives on our school modernization designs and the final plans have been submitted to SDG&E for an energy design audit and review. The incentive amount for Carlton Oaks modernization is \$53,644 and \$21,231 for the 10-classroom addition. Upon construction completion and operation of the Carlton Oaks School projects, SDG&E representatives will verify that the equipment has been installed as designed and the District will receive an incentive check that will be used to offset utility expenses.

Additionally, SDG&E is in the process of completing their energy incentive reviews for all Phase 1 school modernizations at Cajon Park and Sycamore Canyon for energy-efficient lighting and HVAC equipment. It is anticipated that similar incentive savings will be achieved and those incentives will be brought forth at future meetings for Board approval.

This award is not related to the District's solar generation project which is under consideration at this time.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the energy-saving incentive funding from SDG&E relating to the construction and design of the project as proposed and authorize administration to execute the necessary documents.

This recommendation supports the following District goal:

- Provide facilities that optimize the learning environment for all students.

**FISCAL IMPACT:**

The energy-saving incentive amount from San Diego Gas & Electric for the Carlton Oaks modernization and 10-classroom addition is \$74,875, payable at the completion of the project once the installed design work is verified by representatives of SDG&E. Funds will be used to offset utility expenses.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item related to facilities modernization. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item D.3.2.
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**BACKGROUND:**

At its December 18, 2007 meeting, the Board of Education approved a contract with AF consulting to provide program performance review services for modernization and capital improvement bond projects. Mr. Fulton was recommended by ICOC member Chris Cate of the Taxpayers' Association for his work with Gafcon and other local school districts. AF Consultants, Anthony Fulton, completed the performance audit and program recommendations for both the Grossmont/Cuyamaca Bond program and the Grossmont High School District Bond program. Mr. Fulton retired from SDSU as the University Architect and Director of Facilities Planning, Design and Construction. In addition to being a part of a local firm, Mr. Fulton is fully qualified for this project and brings to his work extensive skills and experience.

Tonight, Mr. Fulton will present a summary of his Proposition R Program Performance Review Report for the 2007-08 fiscal year. In addition, the Assistant Superintendent of Business Services, Bill Clark, will provide the District response to each performance review recommendation in a presentation.

**RECOMMENDATION:**

It is recommended that the Board of Education provide comments and/or direction to administration based on Mr. Fulton's findings and the response from administration.

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 for an ICOC performance review report and program improvement services was \$19,500 and was funded from the Capital Facilities Fund 25. This amount was approved previously by the Board on December 18, 2007.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.1.
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Discussion and/or Action Item E.2.2. Modernization Capital Improvement Program –  
 Prepared by Bill Clark Contract Services  
 September 2, 2008

**BACKGROUND:**

Based on recommendations from AF Consultants, the District’s current Architect Agreement does not accurately reflect the requirements to support the District’s modernization Capital Improvement Program. The District selected the lease-leaseback construction method, a highly effective approach which differs significantly from traditional construction methods. The District’s current architectural agreement is based on traditional construction methods and does not adequately define specific project scope, budget, and schedule requirements.

Upon Board direction, administration will seek to develop a new agreement to better suit the District’s modernization Capital Improvement Program needs. To ensure that the modernization Capital Improvement Program is not compromised or delayed, administration recommends that the Board approve issuing a Request For Proposal (RFP) and applicants who apply be interviewed by a Board-approved panel. A new architect agreement will be brought forth to the Board for authorization by October 7, 2008.

DATE	ACTION
September 5, 2008	Request For Proposal Issued
September 16, 2008	Board Approves Interview Panel Members
September 22-26, 2008 (exact date TBD)	Panel Interviews Applicants
October 7, 2008	Recommendation Presented to Board

**RECOMMENDATION:**

It is recommended that the District discontinue and terminate the current architect agreement. Board approval is requested. It is further recommended that the Board authorize administration to seek contract services which better suit and support the District’s modernization Capital Improvement Program needs under a new architect agreement to be brought forth to the Board for authorization on October 7, 2008 to ensure that the modernization Capital Improvement Program is not compromised or delayed.

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 budget of the Capital Improvement Program is \$121.4 million for nine (9) school modernizations, and this cost will be funded from 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 E.2.2.
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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services ("Agreement") is made as of November 21, 2006 by and between the Santee School District, a public school district organized and existing pursuant to California law ("District") and Sprotte + Watson Architecture and Planning, Inc., a Corporation ("Architect") licensed to practice in the State of California ("State").

RECITALS:

WHEREAS, District desires to obtain architectural services relative to the school project defined in Exhibit " A (the "Projects"), attached hereto and incorporated herein and has selected Architect by a competitive process consistent with Education Code Section 17070.50 and Chapter 10 of Division 5 of Title 1 of the Government Code; and

WHEREAS, the Architect desires to perform the following architectural services necessary for completion of the Project, including, as applicable, but not limited to, architectural, landscape architectural, civil engineering, structural engineering, electrical engineering, mechanical engineering, on and off-site engineering for utilities and on and off-site infrastructure, and administration services; and

WHEREAS, the Architect represents that it is appropriately licensed to perform the work necessary for the Project and is qualified and has sufficient personnel to perform the services required pursuant to this Agreement; and

WHEREAS, the Architect represents that it possesses the professional qualifications necessary for the satisfactory performance of the services required by this Agreement and shall comply with all applicable laws and regulations, including, but not limited to, the "Field Act" (Education Code Sections 17280 et seq., 17365 et seq. and 81130 et seq.) and Title 21 of the California Code of Regulations.

NOW THEREFORE, District and Architect for consideration set forth herein, agree as follows:

TERMS

ARTICLE I. THE ARCHITECT'S SERVICES.

The Architect shall perform professional architectural, landscape architectural, civil engineering, structural engineering, electrical engineering, mechanical engineering, on and off-site engineering for utilities and on and off-site infrastructure, and construction administration services for the Project until completed, in accordance with this Agreement, including, but not limited to the following:

A. Design and Construction Phases

1. Pre-Design Phase. Provide advice and assistance to the District in developing the educational specifications of the Project, the type and quality of materials and construction to be selected, the site location, project timeline, and other initial planning matters.

Architect shall notify the District, in writing, of potential complications, cost overruns, unusual conditions, and general needs which come to the Architect's attention and which potentially impact the Project budget and timeline.



Architect shall assist and advise District in securing easements, encroachment permits, coordination with utilities, rights of way, dedications, coordination with adjacent property owners, infrastructure, and road improvements.

If so required by the District, Architect shall assist the District and other District environmental consultants in the conducting of the "initial study" necessary to determine the application of the provisions of the California Environmental Quality Act of 1970.

2. Schematic Design Phase. Upon receiving a written notice to proceed for each of the Projects, Architect shall proceed with the Schematic Design Phase for the Project.

a. Schematic Drawings. The Architect shall perform all services required to prepare preliminary studies, schematic drawings, and site utilization plans including on site and off-site facilities which are necessary for the Project, incorporating the educational and functional requirements of the District. The schematic drawings and site utilization plans shall show the ultimate construction of the school facility(ies) on the site and the proposed architectural concept of the buildings, and show in single line drawings all rooms incorporated in each building in the Project on a basis not to exceed the District's budget, as set forth under Article IIB, and shall include any revisions that are required by the District.

b. Deliverables. The Architect shall perform all services required to prepare architectural drawings for the Project that are suitable for reproduction. Six (6) sets of blue line prints and six (6) sets identifying manufacturers and product cut sheets shall be submitted to the District for review; one (1) copy will be returned to the Architect with comments noted by the District. After corrections have been made, Architect shall return one (1) copy to the District for review with written acknowledgment as to how each District comment was resolved.

c. Opinion of Probable Cost. Architect shall prepare for District an Opinion of Probable Cost, as defined in Article III of this Agreement, for the construction costs of the Project. Architect, in cooperation with and subject to the approval of the District, shall prepare a revised list of proposed improvements for the Project to fit within the District's budget for the Project and a Revised Opinion of Probable Cost, as defined in Article III of this Agreement for the Project, if the Opinion of Probable Cost needs to be revised based upon the preliminary studies, schematic drawings and site utilization plans completed pursuant to the schematic design phase, in order that said construction costs are within the budget requirements of District. In providing opinions of probable construction cost, the District understands that the Architect has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing and that the opinions of probable construction costs provided herein are to be made on the basis of the Architect's qualifications and experience. The Architect makes no warranty, express or implied, as to the accuracy of such opinions as compared to bids or actual costs.

3. Design Development Phase. Upon written approval of the schematic design drawings for the Project and following written notice from the District, Architect shall complete the following services for the design development phase for the Project:

a. Design Development Drawings. The Architect shall prepare and furnish to the District preliminary drawings and outline specifications to fix and describe the size and character of the Project, including, but not limited to, structural, mechanical and electrical systems and materials, including architectural presentation drawings, to assist in presentation to the District for approval. Prior to preparing the Design Development Drawings, the Architect shall review all applicable geological information reasonably necessary to ensure that the Project can be constructed within the District's budget on the Project site, as it is intended to be delivered to the District. Where necessary, the Architect shall ascertain the finished elevation and grade of the Project site and ensure that such Design Development Drawings are consistent with existing grades and elevations for the Project site as it is to be delivered to the District. The Architect shall advise the District of the cost implications, if any, of the grading or soil condition on the Project site and requirements, if any, for adjustments to the District's budget, however, the Architect makes no warranty, express or implied, as to the accuracy of such opinions as compared to bids or actual costs. The Architect shall assist District in determining the balance between the size of the Project and the type and quality of construction to achieve a solution satisfactory to the District and within the Project's budget.

b. Drawings for Approval. The Architect shall furnish 6 complete sets of drawings in accordance with the concepts of the approved schematic drawings and site utilization plans, or modifications approved by the District, including outline specifications, plans, sections and elevations, or perspective sketches to the District, for review. The District shall return one ( 1 ) set to the Architect with comments noted by District. After corrections have been made, Architect shall return one ( 1 ) copy to the District for review with written acknowledgment as to how each District comment was resolved.

c. Accepted Opinion of Cost. In cooperation with and subject to the approval of the District, the Architect shall prepare for the Project an Accepted Opinion of Cost, as defined in Article III of this Agreement, based upon the Opinion of Probable Cost, or the Revised Opinion of Probable Cost, if applicable, which shall not exceed the District's budget. The District shall cooperate with the Architect and assist in determining project revisions, alterations And/or deletions in the event adjustments are needed to the project scope and/or quality or the need to have bid alternates in order to comply with the District's budget.

4. Construction Documents Phase. Upon written approval of the design development drawings for the Project and following written notice from the District and any adjustments authorized by the District in the scope, budget or schedule, the Architect shall complete the following services for the construction documents phase for the Project:

a. Working Drawings and Specifications. The Architect shall prepare contract documents commonly referred to as working drawings and specifications, setting forth in detail and prescribing the work to be done, and the materials, workmanship, finishes and equipment required for the Project. This shall be an amplification of the design development drawings and outline specifications reviewed by the District and shall be in such form as will enable the Architect with assistance from the District to: (1) secure any required approvals and permits for construction and operation of the Project, (2) obtain by open competitive bidding a responsible bid that does not exceed the Revised Accepted Opinion of Cost, as defined in Article III; and (3) permit any qualified, licensed contractor(s) to perform the construction for the Project. The Architect shall also prepare reproducible working drawings and prepare specifications by an acceptable photo reproduction process at Architect's cost, which may be billed to the District.

Architect shall submit to the District a copy of all calculations required for agency approval and construction, including, but not limited to, drainage, structural, mechanical, electrical, acoustical and sanitary design calculations, prior to final District review of working drawings. The final drawings shall be drawn legibly and be of such quality and workmanship that clear and legible duplicate transparencies or prints, uniform in size, may be obtained. Final specifications shall be typed using paper 8 1/2 x 11 inches in size and shall be reproduced using a clearly legible duplicating process. Before delivery to the District, two (2) sets of specifications shall be assembled with heavy stock covers or comparable form, and shall be reviewed and approved by the Architect as being consistent with this Agreement and all decisions and approvals by the

District checked by the Architect.

At fifty percent (50%) completion of the contract documents, Architect shall submit 6 progress sets of all construction drawings, manufactured cut sheets of items to be specified to District for review. The Drawing Title Sheet shall include a list of all anticipated drawing sheets required for a one hundred percent (100%) complete set. District comments will be provided to Architect for incorporation into the final contract documents. Architect shall review District comments and acknowledge in writing as to how each District comment was resolved.

b. Separate Bids. As part of the preparation of contract documents and if so directed by the District, final working drawings and specifications shall be prepared at no additional cost so that portions of the work may be performed under separate construction contracts or that the construction of certain buildings, structures, facilities, or other parts of the Project may be deferred. The District agrees to pay the Architect for full performance of all separately bid contracts according to the terms as set forth in Article V(A) and Article VI.

c. District Approval. When, in the opinion of the Architect, final drawings and specifications are essentially complete, 6 complete sets of prints of working drawings and specifications shall be submitted to the District for review by the District. Architect shall make all District, State or other public agency-requested changes, additions, deletions, and corrections in the final working drawings and specifications so long as they are not in conflict with the requirements of other public agencies having jurisdiction or with previous approvals.

d. Revised Accepted Opinion of Cost. At the time the final working drawings and specifications are submitted to the District, the Architect shall furnish the District with a revised accepted opinion of cost, including a breakdown of costs by major division of work. In the event that this revised accepted opinion of cost for the Project exceeds cost and budget limitations set by the District by more than ten percent (10%) the Architect agrees that it will, at no additional fee or cost to the District, make revisions to the drawings and specifications as the District may direct to bring the estimated cost for the Project within such cost limitations or budget. The resulting determination, upon approval by the District, shall be known as the Revised Accepted Opinion of Cost as defined in Article III of this Agreement. The District shall cooperate with the Architect and assist in determining project revisions, alterations and/or deletions in the event adjustments are needed to the project scope and/or quality or the need to have bid alternates in order to comply with the District's budget.

e. Progress Reports. When requested by the District, the Architect shall make written reports as to the progress of the work on the drawings and specifications.

f. In-House Constructability Review and Approval of Documents  
Architect shall conduct an in-house constructability review of the drawings and specifications and make any changes or corrections needed. The constructability review shall be performed by qualified personnel employed by the Architect who were not directly involved in the development of the plans and specifications. The constructability review must be fully documented in a report submitted to the District for its review. Architect shall advise District in writing upon completion of such review and said changes or corrections having been completed. The District may require that the Architect retain the services of an independent, outside consultant to conduct a constructability review of the plans and specifications ("Consultant Constructability Review"). The Architect shall thereafter make any necessary and appropriate changes or corrections to the plans and specifications in response to issues identified by the Consultant Constructability Review. Any constructability review of the plans and specifications shall be based on the most recent edition of "Redcheck Interdisciplinary Coordination" by William T., and Martha W., Nigro. The consultant and its fee shall be approved in advance by District, and the consultant shall perform a detailed analysis and report on the Consultant Constructability Review. The Architect shall advise District in writing upon completion of such analysis and report, and shall review and discuss the report in detail with the District. The District shall reimburse the Architect for the cost of the Consultant Constructability Review, as approved in advance by the District. When drawings, specifications, and other contract documents are completed, the Architect shall present them to the District for final review. It is understood and agreed that the final working drawings and

specifications prepared by the Architect shall meet with the approval of the District.

g. Bidding Documents and Application

(i) Contract Documents. The Architect shall furnish all services required to enable the District to receive bids for the construction of the Project including, but not limited to, preparation, under the District's direction, of the contract documents, including bid proposals, instructions to bidders, construction agreement, general and supplementary conditions, advertisement for bids, bonds, and bid tabulation forms. Prints shall be of the same size as the tracings from which the prints are made. The Architect shall, upon approval, assist in obtaining bids from qualified contractors, and during the period of bidding, the Architect shall be available to interpret the contract documents, including the drawings and specifications and to prepare and distribute any addenda required before bids are received, including the various alternates. The Architect shall aid in investigating and evaluating the responsiveness and responsibility of the bidders, and make a recommendation to the District as to the award of a contract for the Project. The Architect shall prepare bid tabulations and bid analyses as required by the District.

(ii) Alternate Bids. When approved and directed by the District, the Architect shall provide working drawings and specifications which include alternate bids consistent with applicable legal requirements as deemed advisable by the District to bring the construction of the Project within the Project budget.

(iii) Applications. The Architect shall furnish, process and obtain, with the District's assistance, any permit for the construction or operation of the Project. All architectural and engineering information required to prepare and process applications to all applicable governmental agencies for the securing of priorities, approvals, permits, materials, funds or as an aid in the planning and construction of the Project shall be provided by the Architect at no cost to the District.

h. Revision of Drawings. If the low responsive bid on the Project exceeds the final estimate by ten percent (10%), the District may request Architect, at no additional cost to the District, to amend the final drawings and specifications to re-bid the Project so that bids are within ten percent (10%) of the Final Estimate. At the request of District, Architect shall provide working drawings and specifications which include alternate bids as deemed advisable by the District.

The District shall cooperate with the Architect and assist in determining project revisions, alterations and/or deletions in the event adjustments are needed to the project scope and/or quality or the need to have bid alternates in order to comply with the District's budget. The Architect will not be required to perform these services more than once without an additional services agreement.

5. Preparation of Documents . The Architect shall prepare all drawings and specifications, including those required for the presentation to all local, State and/or federal agencies. All drawings and specifications are to be in compliance with applicable codes, ordinances or other laws and regulations applicable to the construction and operation of the Project. The drawings and specifications shall be developed in such form and condition as will enable the District to secure all required approvals of public agencies, and in such form and condition as will enable the District to comply with the requirements of and secure the required permits for the construction of the Project from federal, State and local agencies having jurisdiction. These shall be consistent with the geology, grade and elevation of the Project site. The Architect shall provide, at no expense to the District and in the number required, the schematic design, design development and construction documents for the review and approval by the District and the Division of the State Architect, Office of Public School Construction and State Allocation Board. The Architect shall also provide specifications on a machine readable disk and copies of the construction documents for bidding and construction purposes. The associated printing expenses for bidding and construction shall be borne by the District. All printing of documents required for development and coordination by the Architect, reviews by the District and applicable public agencies will be furnished by the Architect at no cost to the

District. The Architect shall provide the District with at least 6 sets of final construction documents for use by District at no cost to District.

6. Construction Phase. During the construction phase for the Project, Architect shall perform the following services:

a. Construction Administration. The Architect shall provide general administration of the construction contract with the contractor(s) on the Project for all work based on the contract documents including the drawings and specifications prepared by the Architect, and in doing so shall comply with all requirements of Title 21 of the California Code of Regulations, with respect to that administration. The Architect shall conduct weekly meetings at the site, prepare meeting minutes of all meetings and shall visit the site to observe the work at all times necessary to determine the quality of the work in order to advise the District as to the progress, and shall visit the work promptly whenever requested to do so by the District Representative or District Inspector for the Project, as defined in Article II of this Agreement. The Architect shall promptly review submittals and respond to requests for information and work to resolve questions from the contractor so as to not cause a delay in the Project. The Architect shall provide technical direction to the District Inspector who shall be employed by and responsible to the District as required by applicable law.

The Architect, as a representative of the District, shall visit the site at intervals appropriate to the of Contractor's operations or as otherwise stated above (1) to become generally familiar with and to keep the District informed about the progress and quality of the portion of work completed, (2) to endeavor to guard the District against defects and deficiencies in the work and (3) and to determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

b. District Inspector and Reports. The Architect shall aid in the selection of, and approval of, full-time inspectors as required by law, who shall be under direct contract with the District. Architect shall provide technical direction to the inspectors during the construction process as required by Title 21 of the California Code of Regulations. The Architect shall receive and review District Inspector's reports, and prepare and submit reports to applicable agencies as required by law.

c. Schedule Observation and Records. The Architect shall request the contractor to prepare, pursuant to the construction contract, and shall receive and keep on file, records of construction progress and time schedules. The Architect shall advise the contractor and District of any deviations from the time schedule which will prevent completion within the contract period.

d. Construction Delays. The Architect will attempt to expedite the progress of the construction work by means of verbal and written communication and reference to agreed and accepted schedules. District understands, however, that the Architect is not responsible for delays in construction caused by the contractor or subcontractors.

e. Progress Reports. The Architect shall submit verified progress reports, as required, to the District and to the Division of the State Architect in compliance with Title 21 of the California Code of Regulations.

f. Tests. Independent testing companies employed by and responsible to the District will provide Architect with copies of test results and/or reports. The Architect shall review for conformance with contract requirements and process all on and off-site required material and test reports and report to the District and any applicable agencies, any deficiencies in material as reflected by those reports. The Architect shall make recommendations for correction of such deficiencies.

g. Color Selection. With the aid of and in cooperation with District, the Architect shall prepare and submit to the District for review and approval drawings and sketches as are needed and provide selections of colors, textures, finishes, and other matters involving an aesthetic decision, for all required items included in the work for the Project. The Architect shall prepare and submit such drawings and sketches as are needed to implement selection of colors, textures and finishes for all materials needed in the Project for the District to review. These shall be submitted in sufficient time to prevent delay in the progress of the Project.

h. Shop Drawings and equipment Lists. The Architect shall review shop drawings, material lists, and equipment lists for compliance with contract documents, reject those which do not comply, or indicate no exception to those which do comply. No major changes in or deviations from the requirements of the contract documents will be permitted at any time without prior written approval from the District. The Architect shall submit one (1) set of all reviewed shop drawings for the District's file and advise the District in writing of the results of such review.

i. Substitution of Materials and Products. The Architect shall investigate, review, advise and recommend for acceptance or rejection any substitution of materials and products where requested or required by the terms of the specifications and shall record all approved substitutions of items in the final record drawings provided for in subsection (s) of this Section. The Architect shall submit one (1) set of all proposed and approved substitutions of materials and products for the District's file and advise the District in writing of the Architect's recommendations.

j. Change Orders. Architect shall prepare all documents required for change orders and shall obtain preliminary approvals from the Division of the State Architect, Structural Safety Section and State Fire Marshall when required. The Architect shall secure the Contractor's change order prices in the form of a "Proposed Change Order" (PCO) and present them along with his detailed cost estimate and recommendation and proper change order wording to the District for District approval. The Architect shall prepare the change order and submit the following to the District:

- (i) All change orders and addendum drawings shall be prepared on 1000-H tracing paper with district standard title block. Minimum sheet size shall be 8-112" x 11".
- (ii) Two (2) copies of the change order with original signatures by the Architect and Contractor and, if required, structural engineer and/or construction supervisor.
- (iii) Sufficient prints of all material referenced in the change order as requested by the District.
- (iv) The Architect shall be responsible for any required DSA and State Fire Marshall's approvals on all change orders.

The District and the Architect acknowledge that changes may be required because of negligent or intentional acts, errors or omissions (E&O) in the Architect's plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The District agrees to set aside a reserve in the amount of four percent (4%) of the actual initial project construction costs stated in the construction contract as a contingency reserve to be used for new construction and a reserve in the amount of four percent (4%) of the actual initial project construction costs stated in the construction contract as a contingency reserve to be used for modernization construction, as required, to pay for any such increased project costs resulting from such negligent or intentional acts, errors or omissions. The determination of the E&O rate will be made in consultation with the Architect. The District further agrees to make no claim by way of direct or third-party action against the Architect or his or her sub-consultants with respect to any payments within the limit of the contingency reserve made to the construction contractor because of such changes or because of any claims made by the construction contractors relating to such changes.

Costs of change orders necessitated by the Architect's negligent or intentional acts, errors, or omissions, totaling less than 4% of the construction contract will be allowable. Costs of change orders necessitated by the Architect's negligent or intentional acts, errors or omissions totaling more than 4% of the construction contract will be cause for the District to make claim for the

entire cost of the negligent or intentional acts, errors or omissions. Costs are defined as those costs that can be reasonably determined to be in excess of what would have been included by contractor at the time of the bidding, had the contract documents properly reflected the work to be done, plus the District's costs in administering such changes. Responsibility for the errors shall be determined by a legal judgment against the Architect.

Architect's failure to comply with written requests, instructions, District Educational Specifications, District Design Guidelines, District Guide Specifications and District Standard Drawings for corrections in plans and/or specifications prior to opening of bids shall constitute negligence, as well as failure to comply with applicable Federal, State and Local codes.

k. Information for Record Drawings. The Architect shall consult with the District Inspector and/or the contractor in the compilation of information necessary for the preparation of the record drawings required by subsection(s) of this Section.

1. Plans and Reports to State. The Architect shall furnish all prints, specifications, and other necessary papers, and make reports to the governmental entities having jurisdiction as required.

m. Certificate for Payment. The Architect shall timely review the contractor's monthly request for payment, and when satisfied as to the amount due under the construction documents, issue a proper and timely certificate for payment of that amount in accordance with a uniform method acceptable to the District, advising the District that the contractor's request for payment is correct based upon Architect's limited observations of the work and advising District of required timelines for payment. Said review period shall be completed expeditiously.

n. Supplemental Drawings and Interpretations. The Architect shall furnish all details or incidental services necessary for the proper execution of the work including supplemental drawings required to describe the work for the Project. The Architect shall complete these details and/or clarifications and deliver them to the contractor to endeavor to prevent delay to the contractor's operations. Approved supplemental drawings shall be furnished to the District and shall bear the approvals required of public agencies having jurisdiction of the Project. If, during the construction, any dispute shall arise regarding the true meaning of the drawings and/or specifications, the Architect shall render a prompt interpretation. Should the Contractor submit an excessive amount of unnecessary or redundant Requests for Information (RFI's) to be reviewed by the Architect or should the Contractor have an excessive amount of submittals or shop drawings that require multiple reviews, the Architect shall be entitled to compensation from the District at the Architect's hourly rate for the additional unnecessary work generated due to the Contractor's inefficiency. Architect shall advise the District in writing regarding additional unnecessary work generated due to the Contractor's inefficiency in advance of requesting additional compensation.

o. Pre-final Review. In cooperation with the District, the Architect shall make a pre-final review at such time as the Architect or the District shall determine that the Project is substantially completed. On the basis of the pre-final review, the Architect, in cooperation with the District, shall prepare and forward to the contractor and to the District a list of all deficiencies, including a list of those of a minor nature, commonly called a "punch list," and notify the contractor in a written notice accompanying the list that all of the deficiencies must be corrected prior to acceptance of the Project.

p. Certificate of Completion. In conjunction with the District and the contractor, the Architect shall make a final review and, when satisfied, inform the District upon completion of the Project that, of its own personal knowledge, as personal knowledge is defined in Section 33(b) Title 21 of the California Code of Regulations and Education Code Section 17309, all provisions of the regulatory permits and approvals, as well as the contract documents, including drawings and specifications have been complied with. The Architect shall further ensure that no changes in the work have been made except as authorized in writing by the District and as approved by the applicable public agencies having authority over the Project in accordance

with the Architect's professional knowledge and judgment and based upon his/her limited observations of the work.

During the period of construction, the Architect shall cause its consulting engineers to make or cause to be made all site visits necessary to secure the completion of various types of work falling under their division of the work, and upon completion of the Project, the Architect shall cause each consulting engineer to issue or cause to be issued a certificate stating that the work falling under his or her administration has been performed in accordance with the drawings and specifications and contract documents in accordance with the Consulting Engineers professional knowledge and judgment and based upon his/her limited observations of the work.

The Architect shall not be responsible for those acts or omissions which are the responsibility of the contractor or any subcontractors, or any of the contractor's or subcontractor's agents or employees, or any persons performing any of the work on their behalf.

q. Completion of Lien Time. At the completion of the stop notice lien period, the Architect shall approve the final certificate of payment to the contractor.

r. Guarantees. The Architect shall secure in proper form and transmit to the District the necessary guarantees, instruction books, diagrams, operating manuals, and documents to be furnished by the contractor as to the operation and maintenance of the Project.

s. Record Drawings. Not later than ninety (90) calendar days after filing a Notice of Completion for the Project, and as a condition of final payment pursuant to this Agreement, the Architect shall review and forward the final working drawings and specifications, indicating on them all changes made by change orders or otherwise under the construction contract and all information called for on the specifications. As part of the Architect's review of the final documents, Contractor shall provide a "record" set of final working drawings which will show, among other things, the location of all concealed utility services pipe, buried conduit runs, and other similar service elements within the Project, if applicable. The Architect shall review and offer his/her opinion concerning the correctness of the record drawings based upon his/her limited site visits, his/her professional opinion and information supplied to the Architect by the District Inspector and the Contractor. The Architect shall obtain the signature of the District Inspector and the contractor that the record drawings are correct.

(ii) On approval by the District of the completed "record" drawings, the Architect, in conjunction with the contractor, and at no cost to the District, shall forward to the District the complete set of original drawings corrected to "record" condition. The documents shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.



(iii) Prior to the receipt of Architect's final payment, the Architect, in conjunction with the contractor, shall forward to the District one (1) clear and legible set of reproductions of the computations, the original copy of the specifications, on disk, the "record" drawings, on disk or CD readable in Auto Cad (Release 14 or later format), the final verified progress report pursuant to Title 21 of the California Code of Regulations, and the Architect's Certificate of Completion. Reproduction costs will be the responsibility of the District. Architect will not furnish disks or CD's that can be altered.

7. Public Agency Approvals. The Architect shall apply for and obtain, with the assistance of the District, if required, the required approvals from all public agencies having jurisdiction over the Project. To the extent approvals of documents or drawings are required for the Project, Architect shall submit such copies to such agency as are required and shall make corrections or revisions as may be necessary or required by such agency in order to secure approvals or funding. The District shall reimburse the Architect for any plan check fees paid by Architect on District's behalf with no additional mark-up.

8. Construction Problems. The Architect shall make monthly written reports to the District stating any problems arising during the Project and which are observed by the Architect or which otherwise comes to the Architect's attention, the changes contemplated in the work as a result of the problem, and the progress of the work. The Architect shall advise and make recommendations to the District of any risks associated with any action planned by District and provide alternatives to District.

#### B. Additional Responsibilities of Architect

1. Designation of Project Architect. Architect hereby designates Patricia Sprotte as the Project Architect. The Project Architect shall not be changed without the prior written approval of District, which shall not be unreasonably withheld.

2. Consultations. The Architect shall participate in all consultations and conferences with authorized representatives of the District and/or other parties, including, public agencies having jurisdiction over the construction and operation of the Project. The Architect shall attend such meetings of the Board of Education of the District as directed by District.

3. Employees and Consultants. The Architect shall employ at its sole cost and expense, employees, technicians, consultants including technology consultants, engineers and personnel properly skilled and licensed in the State the various aspects of the design and construction of the Project, including, but not limited to, civil, structural, mechanical (inclusive of both HVAC and plumbing), landscape, electrical and other specialized consulting services required for the Project. Architect shall notify District in writing of the names of the consultants to be employed by Architect for the Project. The District shall have the right to approve the list of consultants selected by the Architect and request modifications if needed. In the event of any change in a consultant, Architect shall notify District in writing of the new or substituted consultant. The Architect shall confer and cooperate with professional consultants employed directly by the District within the scope of work covered by this Agreement. Any final reports, recommendations, working drawings and specifications shall bear the signature of any Architect consultants or engineers in addition to the signature of Architect, and shall become the property of the District. The Architect agrees to have all consultants or engineers employed on the Project execute a declaration that they have no financial interest in the sale or use of any materials or equipment required for the Project. Architect shall ensure that its professional sub-consultants maintain insurance as required pursuant to Article XII, unless different standards or requirements are approved by the District in writing.

4. Guarantee Period. The Architect shall, upon request of the District, recommend action to be taken should defects in workmanship or materials be discovered after acceptance of the Project and prior to expiration of the Contractor's guarantee period.

5. Compensation for Additional Responsibilities of Architect. Architect's compensation for the architectural services set forth herein is included in the basic fee, as set forth in Article V(A).

6. Energy Incentive Program. Energy efficiency is a high priority, and the District desires to take advantage of any energy incentive programs that may be available. Therefore, the project must be designed so that application(s) to such energy incentive programs, if any, may be made. This work should be done as part of the basic contract. The compensation to the Architect shall be that portion of the incentive program that is given directly to the firm by the utility. At the commencement of the project, the District shall notify the Architect in writing regarding which incentive programs it wishes to take advantage of which may include, but not be limited to, SDG&E Savings by Design and CHPS.

7. Communication with District. Architect shall participate in all consultations and conferences with authorized representatives of the S.S.D. and/or other local, regional, or state agencies concerned with the Project necessary for the development of the drawings, specifications, and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Architect shall only take direction from staff specifically designated by the District. (the "S.S.D. Representative").

## ARTICLE II. DUTIES OF DISTRICT.

A. District Representative. A District Representative shall be named by the District to act on behalf of the District in all matters pertaining to the services to be rendered under this Agreement. All requirements of the District pertaining to services to be rendered shall be given through the District Representative. The District Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay. The District's Representative (S.S.D. Representative) for the Project shall be Ted Doughty, Director of Maintenance, Operations & Facilities at the Santee School District. The District hereby certifies that the S.S.D. Representative has been duly authorized by the Governing Board of the District to represent the Santee School District on this Project.

B. Statement of Building Program and Budget and Scheduling for the Project. The District shall provide full information as to the requirements and educational program regarding the project. The District shall establish a construction budget for the Project and a schedule for completion of the project with the assistance of the Architect. The construction budget and the schedule shall not be revised except upon written approval by the District.

### C. Surveys and Tests

1. Site Survey. When requested, the District shall furnish the Architect with a complete and accurate survey of the building site, prepared by a licensed surveyor indicating where relevant, among other matters, the location of existing buildings, grades around existing buildings, grades and lines of street, pavements, boundaries of adjoining properties and contours of site, information as to existing sewer, water, gas, telephone, T.V. cable and electrical services of record.

2. Testing. The Architect shall ascertain the need for, and, if requested, the District shall furnish chemical, mechanical or other tests required for proper design and boring or test pits necessary for determining subsoil conditions and soil test results performed by a qualified testing laboratory or soil engineer.

3. Geologic Hazards Investigation Survey. The District shall perform any geological hazards investigation survey required by the Architect or State or local authorities having jurisdiction over the Project and make copies available to the Architect for distribution as necessary. The Architect shall review such information and advise the District whether, in the opinion of the Architect, any additional studies or information are necessary for construction and operation of the Project, and of apparent cost implications, if any, to the Project budget.

4. Reliance. The Architect shall have the right to rely on the accuracy of all data, surveys, reports and other documents and information supplied by the District.

D. Fees. The District shall pay or cause to be paid all fees required in connection with the Project to public agencies having jurisdiction.

E. Bidding and Contract Documents. The District shall assist the Architect in the distribution of plans to bidders.

F. District Inspector. The District shall furnish and provide an inspector, or inspectors ("District Inspector"), as required during the entire course of construction of the Project. The District Inspector shall be qualified and approved by appropriate agencies, and shall be satisfactory to, responsible to, and under the direction of the Architect as required by the Division of State Architect and in compliance with Title 21 of the California Code of Regulations. The cost of employment of the District Inspector will be borne by the District and paid directly to the District Inspector. The administration by the Architect and its engineers and consultants shall be in addition to the continuous personal supervision of the District's Inspector.

G. Communications and Inspections.

1. Relationship With Contractors. If during the course of construction any questions, recommendations, requests for changes, or substitutions are initiated by the District staff, they shall be directed to the Architect only through the District Representative. Orders to the contractor shall be issued through the Architect.

2. Pre-final Review. The Architect shall conduct the pre-final review and the preparation of the list of deficiencies with regard to the Project.

3. Final Review. When the District has been notified by the Architect that the "punch list" items have been corrected, the District shall accompany the Architect and the contractor on the final review with regard to the Project.

H. Notice of Completion. When all items are completed with regard to the Project to the satisfaction of the District and the Architect, and upon recommendation of the Architect, the District staff shall recommend to the District that it accept the Project and authorize the District to record a Notice of Completion. During the contractor's guarantee period, the District shall notify Architect in writing of any apparent deficiencies in materials or workmanship.

**ARTICLE III. CONSTRUCTION COST OPINIONS.**

A. Opinion of Construction Cost. The Opinion of Construction Cost for the Project will be submitted to the District by the Architect within thirty (30) days after execution of this Agreement provided that the scope of work has been sufficiently finalized by the District. The construction cost shall be the total opinion of cost to the District of all elements of the Project designed or specified by the Architect and shall not exceed the District's budget. The construction cost shall also include the cost at current market rates of labor and materials furnished by the District and furniture, furnishings, and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the contractor's overhead and profit. Such amounts represent the opinion by the Architect of the construction costs for completing the Project. In providing opinions of probable construction cost, the District understands that the Architect has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing and that the opinions of probable construction costs provided herein are to be made on the basis of the Architect's qualifications and experience. The Architect makes no warranty, express or implied, as to the accuracy of such opinions as compared to bids or actual costs.

B. Revised Opinion of Construction Cost. The Revised Opinion of Construction Cost shall be subject to District approval and shall consist of the estimate of construction costs with revisions, if any, as indicated by the preliminary studies, schematic drawings, and site utilization plans completed pursuant to the Schematic Design Phase for the Project.

C. Accepted Opinion of Cost. The Agreed Opinion of Cost shall include an opinion of all work to be done as shown on the preliminary drawings completed pursuant to the Design Development Phase, and shall be established by agreement between the Architect and the District.

D. Revised Accepted Opinion of Cost. The Revised Accepted Opinion of Cost shall include an estimate of all work shown on the final working drawings and specifications completed pursuant to the Construction Document Phase, and shall be established by agreement between the Architect and the District. It shall be based upon prevailing construction and market conditions for the purpose, among others, of ascertaining that the cost of the proposed construction falls within the budget and cost limitations established by the District.

After its approval by the District, and until such time as the actual cost of the Project or unit of work is determined by receipt by the District of competitive bids based upon the working drawings and specifications, the Revised Accepted Opinion of Cost of construction costs shall be the agreed construction cost of the Project.

#### ARTICLE IV. PROJECT SCHEDULE.

A. Time for Completion. It is understood that time is of the essence of this Agreement. The District and Architect shall mutually establish and agree to a project Timeline/schedule identifying critical completion dates within 14 days of execution of this Agreement.

- (i) Architect shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon request of the District, Architect shall prepare an estimated time schedule for the performance of Architect's services to be adjusted as the project proceeds. Such schedule shall include allowances for periods of time required for district's review and approval of submissions and for approvals of authorities having jurisdiction over the project approval and for funding. The schedules shall not be executed by the Architect without the prior written approval of the District.
- (ii) Any delays in Architect's work because of the actions of the District or its employees, those in direct contractual relationship with the District, by a governmental agency having jurisdiction over the project, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of the Architect, shall be added to the time for completion of any obligations of Architect. District shall not be liable for damage to Architect on account of such delays.
- (iii) Should Architect make application for an extension of time, Architect shall submit evidence that the insurance policies required under Article XII remain in effect during the additional period of time. for

#### ARTICLE V. ARCHITECT'S COMPENSATION.

A. Basic Fee. The District agrees to pay the Architect for full performance of all services contemplated under the terms of this Agreement a fee computed pursuant to the fee schedule, attached as Exhibit "B", attached hereto and incorporated herein.

B. Additional Compensation. Architect shall not be entitled to additional compensation for itself or its consultants unless there are unusual and/or unanticipated circumstances and only when approved by District in writing, in advance of such services being provided. In the event extra compensation is approved, extra compensation shall be computed at the hourly rate for principals and employees of Architect as set forth on Exhibit "C", attached hereto and incorporated herein. Additional compensation for Architect shall be computed at 1.0% of the regular hourly rate of architect. Additional compensation for consultants of Architect shall be computed at 1.05% of the regular hourly rates of consultants.

C. Reimbursable Expenses. Architect shall be entitled to reimbursement for permitted expenses at Architect's cost. Payment shall be based upon invoices presented to District. Compensation shall be based on 1.0% the cost of the reimbursable.

D. Buildings Designed for Site Adaptation to Two or More Sites: In the event new buildings are designed to be site adapted to two or more sites, and should this process result in the reduction of the Architect's design services, the Architect will reduce his/her design fees appropriately. The reduction in the Architect's design fees for this portion of the work shall be mutually agreed to by the District and the Architect once the scope of work for this portion of the work has been sufficiently determined to identify where the Architect's design services will be reduced.

## ARTICLE VI. PAYMENT SCHEDULE.

A. Progress Payments. The basic fee set forth in Article V shall be paid monthly, in arrears, in proportion to services performed pursuant to the following:

	Percentages of Total Fee
a. Pre-Design and Schematic Phase	10%
b. Design Development Phase	15%
c. 50% Completion - Construction Document Phase	20%
d. 100% Completion - Construction Document Phase	25%
e. DSA Approval	5%
f. Bid Phase	5%
g. 50% Completion - Construction Administration Phase	9%
h. 100% Completion - Construction Administration Phase	9%
i. Record Documents	1%
j. Project Close-out	1%

1. Architect shall not receive final payment until completion of all the Architect's required duties. This does not include duties the Architect may be asked to render during the Contractor's warranty period.

2. In order to receive payment, Architect shall present to District a claim for payment for approval by District's authorized representative designating services performed, method of computation of amount payable, and amount payable.

3. Payments made for extra work or special services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon.

4. Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in Article VII hereof.

5. The Architect's payments, including final payment, shall not be withheld due to the lack of action or cooperation by others beyond the control of the Architect.

## ARTICLE VII. TERMINATION. ABANDONMENT OR SUSPENSION OF WORK ON THE PROJECT.

A. Termination of Architect's Services. The District may suspend or terminate the Architect's services under this Agreement following fifteen (15) days written notice to the Architect because of the failure of the Architect to satisfactorily perform or provide prompt, efficient or thorough service, or if the Architect fails to complete its services or otherwise comply with the terms of this Agreement. Either party to this agreement shall have the right, to terminate this Agreement without cause following thirty (30) days prior written notice to the other party.

B. Abandonment of the Project. The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon written notice to the Architect. Upon notice of suspension or abandonment, Architect shall discontinue any further work on the Project. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement.

C. Compensation in the Event of Termination Abandonment or Suspension. In the event the District terminates, abandons or suspends the work or a portion thereof on the Project, there shall be due and payable within thirty (30) days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to said Architect on the basic fee to an amount which bears the same proportion to the total basic fee as the amount of services performed or provided by Architect prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire services Architect is required to perform or provide for the Project. For purposes of determining the ratio of the services actually rendered to the total services necessary for the full performance of this Agreement, the division of work set forth in the payment schedule in Article VI shall be conclusively deemed to have the values corresponding to the amounts required to be paid by said progress payment schedule. In the event of termination due to a breach of this Agreement by Architect, the compensation due Architect upon termination shall be consistent with the percentage of work completed by the Architect. Should Architect and District not agree on the amount of compensation due Architect hereunder, the issue shall be submitted to mediation.

D. Delivery of Documents . Upon termination, abandonment or suspension, Architect shall deliver to District all preliminary studies, sketches, working drawings, specifications, computations and all other documents and matters completed by Architect to which District would have been entitled at the completion of Architect's services.

#### **ARTICLE VIII. INDEMNIFICATION.**

Architect agrees to defend and hold harmless the District, its officers, and employees, from and against liability, losses, costs, damages, and expenses caused by the negligent acts, errors or omissions of Architect in the performance of professional services by Architect under this Agreement and those of Architect's employees, consultants or anyone for whom the consultant is legally liable. The above notwithstanding, the Architect has no indemnification duties with respect to the negligence of the District its officers and employees or the District's contractors or consultants.

#### **ARTICLE IX. STANDARDIZED MANUFACTURED ITEMS.**

The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including, but not limited to, paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor covering shall be standardized to the District's criteria so long as those criteria do not seriously interfere with building design.

The Architect agrees that the specifications for the Project will provide that no asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. The Architect agrees that upon completion of all work for the Project, the Architect will provide a written statement to the District that to the best of Architect's knowledge, no asbestos or asbestos containing materials were used in the construction of the work on the Project under the Agreement.

#### **ARTICLE X. OWNERSHIP OF DOCUMENTS PREPARED FOR THE PROJECT.**

Pursuant to Section 17316 of the Education Code, all plans, specifications, cost opinions, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, all estimates and all other documents prepared by the Architect pursuant to this Agreement are and shall remain the property of the District so long as the Architect has been fully paid for its professional services under this agreement.

In the event of the termination of the Architect's services or abandonment of all or a portion of the Project, the District may utilize the completed drawings, specifications, estimates, and other completed contract documents prepared under this Agreement by the Architect as District sees fit with no additional compensation due Architect. In the event that such documents, prepared by the Architect, are utilized by the District on this Project, District agrees to indemnify the Architect for any such use, as needed.

After completion of the Project, the Architect shall not permit reproductions to be made of any District owned documents without the prior written approval of the District and shall refer all requests by other persons to the District.

#### **ARTICLE XI. REUSE OF DOCUMENTS PREPARED FOR THE PROJECT.**

The District, as the sole owner of all documents prepared for the Project, shall have the right to reuse all or part of the documents at its sole discretion for the construction of all or part of another school construction project constructed for the District so long as the Architect has been fully paid for its professional services under this agreement. The District is not bound by this Agreement to employ the services of the Architect who prepared these documents in the event they are reused on another project or for completion of this Project.

In the event the District makes use of the Architect's documents prepared for the Project on another project or for the completion of another project or for the completion of this Project without employing the services of the Architect who prepared such documents, the District agrees to defend and hold harmless Architect, its officers, employees and consultants from any claims resulting from the uses, reuse or modification of the documents. The District further agrees that, in

the event of any such use or reuse by it, it shall remove the names and seals of the Architect and the Architect's consultants from all documents before such use or reuse is undertaken.

Should the District decide to utilize any part or all of the Sprotte +Watson High Performance Proto-type School, the District agrees that the reuse of these documents for any reason will require the written authorization of the Architect.

## ARTICLE XII. INSURANCE.

The Architect, at its own cost, shall obtain and maintain during the term of this Agreement all insurance policies required pursuant to this Article. The District shall be named as an additional insured with respect to all such insurance except Workers' Compensation insurance and the Architect's professional liability insurance. The insurance policies required pursuant to this Agreement shall be issued by one or more Insurers licensed to do business in this State and having an A.M. Best Company rating of not less than an "A-9." Prior to commencing the architectural services, the Architect shall provide to the District copies of all insurance policies required pursuant to this Article, together with duly authorized and executed certificates of insurance evidencing that such insurance policies are in effect ("Certificates of Insurance"). The Certificates of Insurance name the District as an additional insured and shall expressly require that the insurer notify the District not less than thirty (30) days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy except for cancellation due to non-payment which is ten (10) days. Language to the effect that the insurer shall "endeavor" to provide such notice shall not be acceptable. The District shall review the insurance policies and Certificates of Insurance required pursuant to this Article to determine whether they comply with the requirements of this Agreement. The Architect shall provide updated Certificates of Insurance to the District for each renewal of an insurance policy required pursuant to this Article. Any failure by Architect to comply with the provisions of this Article shall be deemed a material breach of this Agreement unless Architect cures the default within ten (10) business days.

A. Workers Compensation Insurance. The Architect shall maintain sufficient insurance at its cost to protect it from claims under Workers Compensation Insurance Acts with coverage in an amount not less than five hundred thousand dollars (\$500,000).

B. Valuable Document Insurance. The Architect shall carry one-hundred thousand dollars (\$100,000.00) insurance on all drawings and specifications as may be required to protect the District in the amount of its full equity in those drawings and specifications. The cost of that insurance shall be paid by the Architect.

C. Professional Liability Insurance. The Architect shall carry Professional Liability Insurance in an amount of not less than \$1,000,000.00 dollars (\$ 1,000,000.00) for each loss in the aggregate of such amount. The cost of such insurance shall be paid by the Architect.

D. General Liability Insurance. The Architect shall obtain and maintain during the term of the Agreement a policy of commercial general liability insurance, written on an "occurrence" basis, providing coverage with a combined single limit of not less than two million dollars (\$2,000,000) for all activities conducted by Architect pursuant to this Agreement ("Liability Policy"). The Liability Policy shall contain a cross-liability endorsement and a waiver of the insurer's rights of subrogation against the District. The Liability Policy shall include coverage for the contractual liability assumed by the Architect pursuant to this Agreement. The Liability Policy shall be primary with respect to any insurance or self-insurance programs covering the District, its Board members, officers, employees, agents and consultants.

E. Automobile Liability Insurance. The Architect shall obtain and maintain during the term of this Agreement policies of business automobile liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for hired and non-owned automobiles.

**ARTICLE XIII. CONSTRUCTION DELIVERY METHOD.**

Depending upon the construction delivery method chosen by the District, this Agreement shall be amended accordingly to reflect the selected construction delivery method and to coordinate the responsibilities of the District, Architect and Contractor based on the selected construction delivery method.

**ARTICLE XIV. SUCCESSORS AND ASSIGNS.**

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Architect shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

**ARTICLE XV. GOVERNING LAW.**

This Agreement shall be governed by the laws of the State.

**ARTICLE XVI. INCORPORATION OF RECITALS.**

All recitals contained herein shall be incorporated into this Agreement

**ARTICLE XVII. ARCHITECT NOT OFFICER OR EMPLOYEE OF DISTRICT.**

While carrying out and complying with the terms and conditions of this Agreement, the Architect is an independent contractor and not an officer or employee of the District.


**ARTICLE XVIII. MEDIATION**

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The mediation process shall provide that both parties select a disinterested third person mediator within a reasonable period of time, mutually agreed to by the parties. The mediation shall be commenced within thirty (30) days of the selection of the mediator.

The parties, through their authorized representatives, have executed this Agreement on the dates indicated opposite their signatures:


DATE: 12/06/06

SANTEE SCHOOL DISTRICT

By: 

DATE: 11-14-06

SPROTTE + WATSON ARCHITECTURE AND PLANNING, INC.

By: 



**EXHIBIT A = PROJECTS**

**Modernization and New Construction at:**

Cajon Park School

Carlton Hills School

Carlton Oaks School

Chet Harritt School

Hill Creek School

Pepper Drive School

Prospect Avenue School

Rio Seco School

Sycamore Canyon School

**EXHIBIT B - FEE SCHEDULE**

Sprotte +Watson adheres to the recommended SAB Architect Fee Schedule as follows:

Construction Contract Amount (Cost of Construction)	New Construction Percentage Rate	Modernization Percentage Rate
First \$500,000.00	9%	12%
Next \$500,000.00	8 ½%	11 ½%
Next \$1,000,000.00	8%	11%
Next \$4,000,000.00	7%	10%
Next \$4,000,000.00	6%	9%
Excess of \$10,000,000.00	5%	8%

Note: Additions to existing buildings are billed as modernization construction. Free standing buildings on existing campuses are billed as new construction. Percentages above apply on a per site/per project basis.

**Definition of Cost of Construction:**

The Cost of Construction shall be the total cost to the District of all elements of the Project designed or specified by the Architect (including all alternates whether or not selected by District for construction) and shall include the cost at current market rates of labor and materials furnished by the District and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. The Construction Cost, however, does not include the compensation of the Architect and the Architect's consultants, compensation to the Inspector of Record, the costs of the land, rights of way and financing or other costs which are the responsibility of the District. Until bids are awarded, the Cost of Construction shall be based on the estimated Cost of Construction prepared by the Architect and accepted by the District.

**Payment Schedule (per site/per project):**

Architect's compensation shall be paid by District to Architect monthly in arrears incrementally within the following phases as follows based upon the percentage of work completed:

	Percentages of Total Fee
Completion of Schematic Design Phase	10%
Completion of Design Development Phase	15%
Completion of Construction Document Phase	45%
Completion of DSA Approval of Documents	5%
Completion of Bid Phase	5%
Completion of Construction Phase	20%

**Reimbursable Costs:**

The following items are considered reimbursable costs and will be invoiced to the District without mark-up:

- Plan check and processing fees.
- Fees paid for securing approvals from agencies having jurisdiction.

The following items are considered reimbursable costs and will be invoiced to the District with a 1.10 mark-up:

- Reproduction of drawings for review sets, record sets, bid sets, plan check and or as-builts.
- Reproduction of existing as-built drawings for use by design team.
- Reproduction of Change Orders, Contractor's Pay Applications, Submittals, Shop Drawings, etc., if required.
- Postage related to Change Orders, Contractor's Pay Applications, Submittals, Shop Drawings, etc., if required. Messenger Services and overnight delivery, if required, to expedite critical issues related to project.
- Authorized travel expenses outside of San Diego County.

Note: Once the exact scope of work is known for the project, we can provide the District with an estimate of the anticipated cost of reimbursables.

**Additional Services:**

Should it become necessary to increase or revise the scope of work or services after the project has commenced or should design revisions be made after District, DSA or other agencies approvals have been obtained, additional work will be billed on an hourly basis according to the hourly rate schedule quoted below or a fixed fee amount will be quoted for the additional work. Additional services will not be executed without written authorization from the District.

**EXHIBIT C – HOURLY RATES FOR  
PRINCIPALS AND EMPLOYEES OF ARCHITECT**

***Sprotte+Watson Architecture and Planning, Inc.***

Principal	\$150.00/Hr
Project Architect	\$120.00/Hr
Staff Architect	\$105.00/Hr
Specification Writer	\$100.00/Hr
Intern Architect	\$ 85.00/Hr
CAD Draftsman	\$ 75.00/Hr
CAD Illustrator	\$150.00/Hr
Clerical	\$ 50.00/Hr

***Wiseman + Rohy Structural Engineers***

Principal	\$175.00/Hr
Managing Senior Engineer	\$160.00/Hr
Project Engineer V	\$145.00/Hr
Project Engineer IV	\$130.00/Hr
Project Engineer III	\$120.00/Hr
Project Engineer II	\$105.00/Hr
Project Engineer I	\$ 95.00/Hr
Managing Senior Drafter	\$ 95.00/Hr
Project Drafter II	\$ 90.00/Hr
Project Drafter I	\$ 85.00/Hr
Word Processor/Clerical	\$ 60.00/Hr

***Turpin and Rattan Engineering, Inc.***

Principal	\$150.00/Hr
Professional Engineer	\$135.00/Hr
Engineer	\$115.00/Hr
Senior Designer	\$108.00/Hr
Designer	\$100.00/Hr
Senior CAD Technician	\$ 75.00/Hr
CAD Technician	\$ 69.50/Hr
Administrative Assistant	\$ 69.50/Hr

***BP& Associates Consulting Engineers***

Principal	\$150.00/Hr
Engineer	\$130.00/Hr
Project Manager	\$120.00/Hr
Designer	\$105.00/Hr
CAD Drafting	\$ 85.00/Hr
Clerical	\$ 70.00/Hr

***Cherry Engineering (Civil Engineer)***

Civil Engineer	\$120.00/Hr
Designer	\$105.00/Hr
Drafter	\$ 80.00/Hr

***George Mercer and Associates (Landscape Architect)***

Principal	\$120.00/Hr
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Discussion and/or Action Item E.2.3.  
Prepared by Bill Clark  
September 2, 2008

Approval/Ratification of Lease-Leaseback  
Contract Amendments #7 - #9: Ten  
Classroom Additions at Carlton Hills, Rio  
Seco, and Carlton Oaks Schools

**BACKGROUND:**

On February 2, 2008, the Board of Education of the District (the "Board") 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 #1 for the Guaranteed Maximum Price (GMP) of the Cajon Park classroom addition. On June 3, 2008, the Board approved amendments #2 through #6 for the GMP for five school modernizations. Amendments #7 through #9 for the next phase of the project for ten classroom additions at Carlton Hills, Rio Seco, and Carlton Oaks schools will establish the final GMP and will also add a three percent (3%) Owner's contingency within the GMP to be used with District approval, with the remainder reverting to the District at the end of the project phase. These items are amendments to the original Lease-Leaseback Construction agreement with Barnhart, which was approved by the Board on February 2, 2008. The structure of the Lease-Leaseback Construction agreement is that each time a new project begins (i.e., ten classroom addition, library/tech room, etc), an amendment to the original agreement is brought forth to the Board. Administration anticipates up to 27 amendments to the Lease-Leaseback Construction agreement before the entire project and agreement is fulfilled.

<b>Amendment</b>	<b>School</b>	<b>Project</b>	<b>Final GMP</b>
#7	Carlton Hills	Ten Classroom Addition	\$5,756,499
#8	Rio Seco	Ten Classroom Addition	\$5,591,066
#9	Carlton Oaks	Ten Classroom Addition	\$5,668,543

A copy of Amendments #7, #8, and #9 to the Lease-Leaseback Agreement are available in the District's Business Services department for public review. Additionally, a copy will be available for public review at the Board meeting.

**RECOMMENDATION:**

It is recommended that the Board of Education ratify and approve Amendments #7, #8 and #9 to the Lease-Leaseback 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 the final GMP per the table above totals \$17,016,108 and will be funded from the District's Capital Improvement Program budget as attached which is \$578,322 less than budgeted and being used towards the 3% owner's contingency.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.3.
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**ALL SITES- STATE MODERNIZATION & ADDITIONS**  
 Project Budget Aging Report  
 Phase One and Two Bonds (Working Budget)

Project Summary by Site											
Code	Category - Item	Choi F Harritt	Carlton Hills	Carlton Oaks	Cajon Park	Hill Creek	Prospect Avenue	Pepper Drive	Rio Seco	Sycamore Canyon	Budget
<b>Funding Sources</b>											
State	State & Federal Funding	3,304,554	3,924,817	5,124,395	4,565,631	5,418,273	2,862,433	4,278,787	4,949,900	2,420,306	36,939,096
35-00	State School Facilities Fund	3,304,554	3,924,817	5,124,395	4,565,631	5,418,273	2,862,433	4,278,787	4,949,900	2,420,306	36,939,096
	Mod Grant	2,870,035	3,163,859	3,830,741	3,823,288	4,132,311	2,278,672	-	3,661,925	1,847,750	25,608,581
	Jt Use Grant	-	-	-	-	-	-	-	-	-	-
	Jt use grant MP	374,399	458,917	476,781	440,302	476,781	237,340	332,366	476,781	-	3,273,567
	Jt use grant library	-	-	514,832	-	507,140	-	-	509,153	226,135	1,757,260
	Jt use grant tech lab	150,120	302,041	302,041	302,041	302,041	346,421	346,421	302,041	346,421	2,699,588
	Pepper Drive 2017 Mod	-	-	-	-	-	-	3,600,000	-	-	3,600,000
<b>Local District Funding</b>											
Local	Local District Funding	8,359,741	11,637,133	11,637,903	14,601,649	9,991,838	4,860,605	3,001,974	11,743,243	8,689,404	84,513,550
21-39	Bond Fund	5,937,876	11,257,015	10,565,444	8,221,553	8,340,836	2,793,156	678,787	8,715,416	4,992,631	61,502,914
	Bond Mod Match	1,913,357	2,109,239	2,553,827	2,548,859	2,754,874	1,519,115	-	2,441,283	1,231,833	17,072,367
	Bond Funds	3,500,000	8,366,818	6,717,963	4,930,351	4,300,000	690,280	-	4,886,158	3,189,441	36,700,012
	Jt Use Match	524,519	760,958	1,293,654	742,343	1,285,962	593,761	678,787	1,287,975	572,556	7,730,515
25-01	Barnett Developer Fees	-	-	-	-	-	-	1,790,636	-	-	1,790,636
25-02	Lennar Developer Fees	-	-	-	-	-	-	-	-	-	-
25-03	Pardue Developer Fees	-	-	-	-	-	-	-	-	-	-
25-18	Other- All	-	20,000	-	600,000	-	-	-	-	-	620,000
25-38	Re-develop	-	-	-	-	-	-	-	-	-	-
25-40	COPS	2,421,865	360,118	1,072,459	5,780,096	1,641,062	-	-	3,027,827	3,696,573	18,000,000
06-00	OZAB	-	-	-	-	-	2,067,449	532,551	-	-	2,600,000
<b>TOTAL FUNDING</b>		11,764,295	15,561,950	16,762,298	19,167,280	15,400,171	7,723,038	7,280,761	16,693,143	11,109,710	121,452,646
<b>Expenditures</b>											
<b>A Site Costs</b>											
B	Planning Costs	1,064,202	1,354,406	1,450,064	1,548,733	1,423,628	761,208	716,844	1,448,563	2,433,395	12,211,134
6200-017	Architect/ Engineering Fees	830,176	1,043,482	1,131,484	1,217,169	1,111,797	558,076	520,608	1,122,293	2,170,394	9,705,601
	Addition- A&E Fees	152,308	384,702	328,304	605,696	62,844	157,155	152,308	371,011	562,155	2,916,463
	Modernization- A&E Fees	677,868	668,780	753,180	611,474	956,954	400,921	368,500	751,283	1,608,239	6,789,198
6200-220	DSA Plan Check Fees	55,240	75,573	81,892	95,544	75,897	36,992	34,453	81,066	46,880	583,538
	0.66%	55,240	75,573	81,892	95,544	75,897	36,992	34,453	81,066	46,880	583,538
6200-230	CDE Plan Check Fees	2,009	2,748	2,978	3,474	2,760	1,345	1,253	2,948	1,705	21,220
	0.024%	2,009	2,748	2,978	3,474	2,760	1,345	1,253	2,948	1,705	21,220
6200-240	Preliminary Tests	41,849	57,252	62,040	37,224	57,498	28,024	26,100	61,413	67,758	438,159
	Asbestos Testing	-	-	-	-	-	-	-	-	-	-
	Surveys	20,924	29,626	31,020	23,024	28,749	14,012	13,050	30,707	17,758	207,870
	Soils	20,924	29,626	31,020	14,200	28,749	14,012	13,050	30,707	50,000	231,288
6200-250	Other Costs- Planning	155,018	176,351	181,670	195,322	175,675	136,770	134,230	180,843	146,658	1,481,538
	Reimbursables- Printing & Bidding .66%	55,240	75,573	81,892	95,544	75,897	36,992	34,453	81,066	46,880	583,538
	CM Pre-Construction	77,778	77,778	77,778	77,778	77,778	77,778	77,778	77,778	77,778	790,000
	Legal & Other Consultants	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	196,000

C	Construction Costs	9,831,725	12,810,487	13,863,721	16,178,440	12,854,578	6,370,389	6,007,108	13,725,922	7,974,390	99,516,760
6200-270	Main Building Contractor	8,369,750	11,450,443	12,407,928	14,476,332	11,499,618	5,604,899	5,220,098	12,282,636	7,103,082	88,414,904
	New Additions	1,810,102	5,102,883	5,011,489	8,636,594	1,816,796	-	1,810,102	4,907,293	-	29,095,259
	Modernization	6,559,648	5,139,912	6,317,285	4,696,982	7,343,553	3,734,206	2,959,996	6,082,790	5,232,369	48,066,781
	Jl Use Library / Tech	-	1,207,648	1,079,154	1,142,756	2,339,267	1,870,693	450,000	1,292,573	1,870,693	11,252,784
	Jl Use Tech Lab	-	-	-	-	-	-	-	-	-	-
	Jl Use Multi Purpose Room	-	-	-	-	-	-	-	-	-	-
	Sitework Items	-	-	-	-	-	-	-	-	-	-
6200-272	Construction Management Fees	836,975	1,145,044	1,240,793	1,447,633	1,149,962	560,490	522,010	1,228,266	710,308	8,841,480
	General Cond. Bonds and Insurance 5.5%	460,336	629,774	682,436	796,198	632,479	308,268	287,105	675,546	390,670	4,862,814
	CM Fees 4.5%	376,639	515,270	558,357	651,435	517,483	252,220	234,904	552,720	319,639	3,978,666
6200-175	Demolition (CP only)	-	-	-	55,555	-	-	-	-	-	55,555
	Cooking Tower Relocation (CP only)	-	-	-	55,555	-	-	-	-	-	55,555
	Locker Demo (CP only - in Additions Total)	-	-	-	-	-	-	-	-	-	-
6200-274	Other Costs - Construction	575,000	155,000	155,000	155,000	155,000	155,000	155,000	155,000	125,000	1,785,000
	Field Improvements (All except SC)	450,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	-	660,000
	Other Consultants	-	-	-	-	-	-	-	-	-	-
6200-274	Quick Start Projects	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	1,125,000
	Utility Fees / Costs	50,000	60,000	60,000	43,920	50,000	50,000	110,000	60,000	36,000	519,920
	Padre Water / Helix	30,000	30,000	30,000	30,655	30,000	30,000	30,000	30,000	30,000	270,655
	SDG&E	10,000	20,000	20,000	7,265	20,000	10,000	80,000	20,000	-	187,265
	City Bond	10,000	10,000	10,000	6,000	6,000	10,000	10,000	10,000	6,000	62,000
D	Construction Testing Costs	125,546	171,757	186,119	217,145	172,494	84,073	78,301	184,240	106,546	1,326,222
6200-280	Const. Testing & HAZMAT Monitoring	125,546	171,757	186,119	217,145	172,494	84,073	78,301	184,240	106,546	1,326,222
	1.5%	125,546	171,757	186,119	217,145	172,494	84,073	78,301	184,240	106,546	1,326,222
E	Construction Inspection Costs	93,697	203,000	168,000	207,000	126,996	68,049	64,201	126,000	50,000	1,106,944
6200-290	inspection	93,697	203,000	168,000	207,000	126,996	68,049	64,201	126,000	50,000	1,106,944
	IOR	63,697	191,000	156,000	195,000	114,996	56,049	52,201	114,000	38,000	1,000,944
	PM	10,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	106,000
F	Furniture & Equipment Costs	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	675,000
6400-490	Furniture & Equipment Costs	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	675,000
	Library Shelving	-	-	-	-	-	-	-	-	-	-
G	Project Contingency	544,034	744,279	806,515	940,962	747,475	364,318	339,306	798,373	461,700	5,746,962
6200-099	Project Contingency	544,034	744,279	806,515	940,962	747,475	364,318	339,306	798,373	461,700	5,746,962
	6.5% Contingency of Main Bldg. Contract	544,034	744,279	806,515	940,962	747,475	364,318	339,306	798,373	461,700	5,746,962
<b>TOTAL EXPENDITURES</b>		<b>11,754,295</b>	<b>15,358,929</b>	<b>16,559,419</b>	<b>19,167,280</b>	<b>15,400,171</b>	<b>7,723,038</b>	<b>7,280,761</b>	<b>16,358,097</b>	<b>11,101,032</b>	<b>120,703,022</b>
<b>ENDING BALANCE</b>		-	203,021	202,879	-	-	-	335,046	8,578	749,625	-

Budget	
Site Cost	15,339,300
Soft Cost	99,616,760
Hard Cost	5,746,962
Program Contingency	5,746,962
<b>Total Cost</b>	<b>120,703,022</b>
<b>Construction Contingency</b>	
	6.5%

Discussion and/or Action Item F.2.1. Authorization to Issue Modernization  
Prepared by Bill Clark Project Certificates of Participation (COPS)  
September 16, 2008

**BACKGROUND:**

The District's Capital Improvement Program includes a target funding level of \$165,000,000. At its May 2008 workshop, the Board of Education approved a firm budget of \$128,452,646 which included an estimated \$7,000,000 for value engineering savings. This \$7,000,000 savings estimate was fully realized following the bid of construction work now underway at five campuses, bringing the projects firm funding total to \$121,452,646 as of September 2008.

Tonight, Capital Public Finance is prepared to present and answer questions about the District's Certificate of Participation funding estimated at \$20,000,000. This is a \$2,000,000 increase over the approved funding plan total of \$18,000,000. The additional funding helps the District move forward toward the goal of providing 10 classroom buildings to Chet F. Harritt, Hill Creek, and Pepper Drive schools, which is estimated to cost approximately \$13,444,000.

The Capital Improvement Program funding summary included with this Board item reports the latest changes to project funding sources. The funding summary is included in preparation of the September 30, 2008 Board facilities workshop.

**RECOMMENDATION:**

It is recommended that the Board of Education provide authorization to proceed with the issuance of the modernization capital project Certificates of Participation (COPS) as presented.

This recommendation supports the following goal:

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

**FISCAL IMPACT:**

The fiscal impact of the District's Certificate of Participation funding is estimated at \$20,000,000. This is a \$2,000,000 increase over the approved funding plan total of \$18,000,000. The additional funding helps the District move forward toward the goal of providing 10 classroom buildings to Chet F. Harritt, Hill Creek, and Pepper Drive schools, which is estimated to cost approximately \$13,444,000.

**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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**Santee School District**  
**Capital Improvement Project Funding Summary**

	Original Plan	May 2008	September 2008	Difference
Proposition R- Bond Funds	\$ 60,000,000	\$ 61,502,904	\$ 61,502,904	\$ -
State Facilities Funds	20,000,000	20,000,000	20,000,000	-
Additional Eligibility for Performance Design	-	5,608,591	5,608,591	-
Capital Facilities- Developer Fees and Mitigation	35,000,000	-	-	-
Negotiated Mitigation - Barratt Fanita	-	-	-	-
Sky Ranch - Lennar	-	1,790,636	1,790,636	-
Standard Pacific/Other	-	620,000	620,000	-
Joint Use, Grant and Internal Borrowing	20,000,000	-	-	-
State Joint Use Funding	-	7,730,515	7,730,515	-
<b>Other</b>	-	-	-	-
Pepper Drive Modernization Eligibility	-	3,600,000	3,600,000	-
OZAB	-	2,600,000	2,600,000	-
Value Engineering/Alternates/Bid Savings	-	7,000,000	-	(7,000,000)
Safe Surplus Property	30,000,000	-	-	-
<b>Firm Capital Project Funding</b>	<b>\$ 165,000,000</b>	<b>\$ 128,452,646</b>	<b>\$ 123,452,646</b>	<b>\$ (5,000,000)</b>
<b>Targeted Capital Project Funding:</b>				
Barratt Fanita Mitigation	\$ -	\$ 14,200,000	\$ 14,200,000	\$ -
Facilities Ground Lease Surplus Property Loan	-	13,000,000	13,000,000	-
New Construction Eligibility	-	7,900,000	7,900,000	-
Pardee - Castle Rock Development	-	2,245,000	2,245,000	-
<b>Firm Targeted Capital Project Funding</b>	<b>\$ 165,000,000</b>	<b>\$ 165,797,646</b>	<b>\$ 160,797,646</b>	<b>\$ (5,000,000)</b>

(a) Amount is based on actual net proceeds from certificates of participation scheduled for Board approval on September 16, 2008  
(b) These savings were taken as a verified through bids reduction to construction expenditures

**ALL SITES- STATE MODERNIZATION & ADDITIONS**

Project Budget Aging Report

**Project Summary by Site**

**Phase One and Two Bonds (Working Budget)**

Code	Category - Item	Chel F Harritt	Carlton Hills	Carlton Oaks	Cajon Park	Hill Creek	Prospect Avenue	Pepper Drive	Rio Seco	Sycamore Canyon	Budget
<b>Funding Sources</b>											
<b>State</b>	<b>State &amp; Federal Funding</b>	3,394,554	3,924,817	5,124,395	4,565,621	5,418,273	2,862,433	4,278,787	4,949,900	2,420,306	36,939,096
35-00	State School Facilities Fund	3,394,554	3,924,817	5,124,395	4,565,621	5,418,273	2,862,433	4,278,787	4,949,900	2,420,306	36,939,096
	Mod Grant	2,870,035	3,163,859	3,830,741	3,823,288	4,132,311	2,278,672	-	3,661,925	1,847,750	25,608,581
	Jl Use Grant	-	-	-	-	-	-	-	-	-	-
	Jl use grant MP	374,399	459,917	476,781	440,302	476,781	237,340	332,366	476,781	-	3,273,667
	Jl use grant Library	-	-	514,832	-	507,140	-	-	509,153	226,135	1,757,260
	Jl use grant tech lab	150,120	302,041	302,041	302,041	302,041	346,421	346,421	302,041	346,421	2,699,588
	Pepper Drive 2017 Mod	-	-	-	-	-	-	3,600,000	-	-	3,600,000
<b>Local</b>	<b>Local District Funding</b>	8,399,741	11,637,133	11,637,903	14,601,649	9,981,898	4,860,605	3,001,974	11,743,243	6,689,404	84,513,550
21-39	Bond Fund	5,937,876	11,257,015	10,585,444	8,221,553	8,340,836	2,793,156	678,787	8,715,416	4,992,831	61,502,914
	Bond Mod Match	1,913,357	2,109,239	2,553,827	2,548,859	2,754,874	1,519,115	-	2,441,283	1,231,833	17,072,387
	Bond Funds	3,500,000	8,386,818	6,717,963	4,930,351	4,300,000	690,280	-	4,986,158	3,188,441	36,700,012
	Jl Use Match	524,519	760,958	1,293,654	742,343	1,285,962	583,761	678,787	1,287,975	572,556	7,730,515
25-01	Barrett Developer Fees	-	-	-	-	-	-	-	-	-	-
25-02	Lennar Developer Fees	-	-	-	-	-	-	1,790,636	-	-	1,790,636
25-03	Pardee Developer Fees	-	-	-	-	-	-	-	-	-	-
25-18	Other- All	-	20,000	-	600,000	-	-	-	-	-	620,000
25-38	Re-develop	-	-	-	-	-	-	-	-	-	-
25-40	COPS	2,421,855	360,118	1,072,459	5,760,095	1,641,062	-	-	3,027,827	3,696,573	18,000,000
06-00	OZAB	-	-	-	-	-	2,067,449	532,551	-	-	2,600,000
	<b>TOTAL FUNDING</b>	<b>11,754,295</b>	<b>15,561,950</b>	<b>15,762,288</b>	<b>19,167,280</b>	<b>15,400,171</b>	<b>7,723,038</b>	<b>7,280,761</b>	<b>16,693,143</b>	<b>11,109,710</b>	<b>121,452,646</b>
<b>Expenditures</b>											
<b>A</b>	<b>Site Costs</b>	-	-	-	-	-	-	-	-	-	-
<b>B</b>	<b>Planning Costs</b>	1,064,292	1,361,301	1,466,041	1,548,733	1,423,628	761,208	716,844	1,459,589	2,433,395	12,257,032
6200-017	Architect/ Engineering Fees	830,176	1,048,940	1,137,798	1,217,169	1,111,797	568,076	520,808	1,131,020	2,170,394	9,726,179
	Addition- A&E Fees	152,308	390,159	384,618	606,696	152,844	157,156	152,308	379,737	562,155	2,936,981
	Modernization- A&E Fees	677,868	658,780	753,180	611,474	958,954	400,921	368,500	751,293	1,608,239	6,789,198
6200-220	DSA Plan Check Fees	55,240	76,088	82,488	95,544	75,897	36,992	34,453	81,888	46,880	585,470
	0.66%	55,240	76,088	82,488	95,544	75,897	36,992	34,453	81,888	46,880	585,470
6200-230	CDE Plan Check Fees	2,009	2,767	3,000	3,474	2,760	1,345	1,253	2,978	1,705	21,290
	0.024%	2,009	2,767	3,000	3,474	2,760	1,345	1,253	2,978	1,705	21,290
6200-240	Preliminary Tests	41,849	57,642	62,491	37,224	57,496	28,024	26,100	62,037	67,758	440,623
	Asbestos Testing	-	-	-	-	-	-	-	-	-	-
	Surveys	20,924	28,821	31,245	23,024	28,749	14,012	13,050	31,018	17,758	208,602
	Soils	20,924	28,821	31,245	14,200	28,749	14,012	13,050	31,018	50,000	232,021
6200-250	Other Costs- Planning	155,018	175,885	182,265	195,322	175,675	136,770	134,230	181,666	146,658	1,483,470
	Reimbursables- Printing & Bidding .66%	55,240	76,088	82,488	95,544	75,897	36,992	34,453	81,888	46,880	585,470
	CM Pre-Construction	77,778	77,778	77,778	77,778	77,778	77,778	77,778	77,778	77,778	700,000
	Legal & Other Consultants	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	198,000
<b>C</b>	<b>Construction Costs</b>	9,831,725	12,896,280	13,962,940	16,178,440	12,854,578	6,370,388	6,007,108	13,863,055	7,974,390	99,926,875
6200-270	Main Building Contractor	8,369,750	11,528,409	12,498,128	14,476,332	11,499,616	5,604,899	5,220,098	12,407,322	7,103,082	88,707,636
	New Additions	1,810,102	5,180,849	5,101,689	8,636,584	1,816,796	-	1,810,102	5,031,959	-	29,388,082
	Modernization	6,559,648	5,139,912	6,317,286	4,696,962	7,343,563	3,734,206	2,969,996	6,082,790	5,232,389	48,066,781
	Jl Use Library / Tech	-	1,207,648	1,079,154	1,142,756	2,339,267	1,870,693	450,000	1,292,573	1,870,693	11,252,784
	Jl Use Tech Lab	-	-	-	-	-	-	-	-	-	-
	Jl Use Multi Purpose Room	-	-	-	-	-	-	-	-	-	-
	Sitework Items	-	-	-	-	-	-	-	-	-	-
6200-272	Construction Management Fees / Reimb.	896,975	1,152,841	1,249,813	1,447,633	1,149,962	560,490	522,010	1,240,732	710,308	8,870,784
	General Cond. Bonds and Insurance 5.5%	460,336	634,063	697,297	796,198	632,479	308,268	287,105	682,403	390,670	4,878,920
	CM Fees 4.5%	376,639	518,778	562,416	651,435	517,483	252,220	234,904	558,330	319,639	3,991,864
6200-175	Demolition (CP only)	-	-	-	55,555	-	-	-	-	-	55,555
	Cooling Tower Relocation (CP only)	-	-	-	55,555	-	-	-	-	-	55,555
	Locker Demo (CP only- in Additions Total)	-	-	-	-	-	-	-	-	-	-
6200-274	Other Costs - Construction	575,000	155,000	155,000	155,000	155,000	155,000	155,000	155,000	125,000	1,785,000
	Field Improvements (All except SIC)	450,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	-	660,000
	Other Consultants	-	-	-	-	-	-	-	-	-	-
	Quick Start Projects	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	1,125,000
6200-274	Utility Fees / Costs	50,000	60,000	60,000	43,920	50,000	50,000	110,000	60,000	36,000	519,920
	Padre Water / Heat	30,000	30,000	30,000	30,555	30,000	30,000	30,000	30,000	30,000	270,655
	SDG&E	10,000	20,000	20,000	7,265	20,000	10,000	80,000	20,000	-	187,265
	City Bond	10,000	10,000	10,000	6,000	-	10,000	-	10,000	6,000	62,000
<b>D</b>	<b>Construction Testing Costs</b>	125,546	172,926	187,472	217,145	172,494	84,073	78,301	186,110	106,546	1,330,615
6200-280	Const. Testing & HAZMAT Monitoring	125,546	172,926	187,472	217,145	172,494	84,073	78,301	186,110	106,546	1,330,615
	1.5%	-	-	-	-	-	-	-	-	-	-
<b>E</b>	<b>Construction Inspection Costs</b>	83,697	203,000	168,000	207,000	126,996	68,049	64,201	126,000	50,000	1,106,944
6200-290	Inspection	83,697	203,000	168,000	207,000	126,996	68,049	64,201	126,000	50,000	1,106,944
	JOR	83,697	191,000	156,000	195,000	114,996	56,049	52,201	114,000	38,000	1,000,944
	PM	10,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	106,000
<b>F</b>	<b>Furniture &amp; Equipment Costs</b>	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	675,000
6400-490	Furniture & Equipment Costs	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	675,000
	Library Shelving	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	675,000
<b>G</b>	<b>Project Contingency</b>	544,034	749,347	812,378	940,962	747,475	364,318	339,306	806,476	461,700	5,765,996
6200-099	Project Contingency	544,034	749,347	812,378	940,962	747,475	364,318	339,306	806,476	461,700	5,765,996
	Contingency of Main Bldg. Contractor	544,034	749,347	812,378	940,962	747,475	364,318	339,306	806,476	461,700	5,765,996
	<b>TOTAL EXPENDITURES</b>	<b>11,754,295</b>	<b>15,467,824</b>	<b>16,673,832</b>	<b>19,167,280</b>	<b>15,400,171</b>	<b>7,723,038</b>	<b>7,280,761</b>	<b>16,516,229</b>	<b>11,101,832</b>	<b>121,074,462</b>
	<b>ENDING BALANCE</b>	-	104,126	88,466	-	-	-	-	176,914	8,678	378,185
	<b>Additional Cost for 10 CR Bldg. vs. 5 CR Bldg.</b>	4,481,454	-	-	-	4,481,454	-	4,481,454	-	-	13,444,362



Discussion and/or Action Item F.3.1. Carlton Hills and Carlton Oaks Gas Line Design  
Prepared by Bill Clark  
September 16, 2008

**BACKGROUND:**

As part of the school opening inspection conducted at each modernized school, the District learned that the field-changed design for delivery of gas to power the new air conditioning units at Carlton Hills and Carlton Oaks Schools created potential problems for students and staff. The District evaluated the issue and determined that the gas shut off and regulator should be moved to the roof away from under the eaves. The cost of this change totals approximately \$5,500 per site and will be paid from project contingency funds set aside for these kinds of unforeseen events. This project is intended to begin the week of September 15, 2008.

**RECOMMENDATION:**

This is an informational item and no Board action is requested; however, any action taken is always at the discretion of the Board of Education.

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.

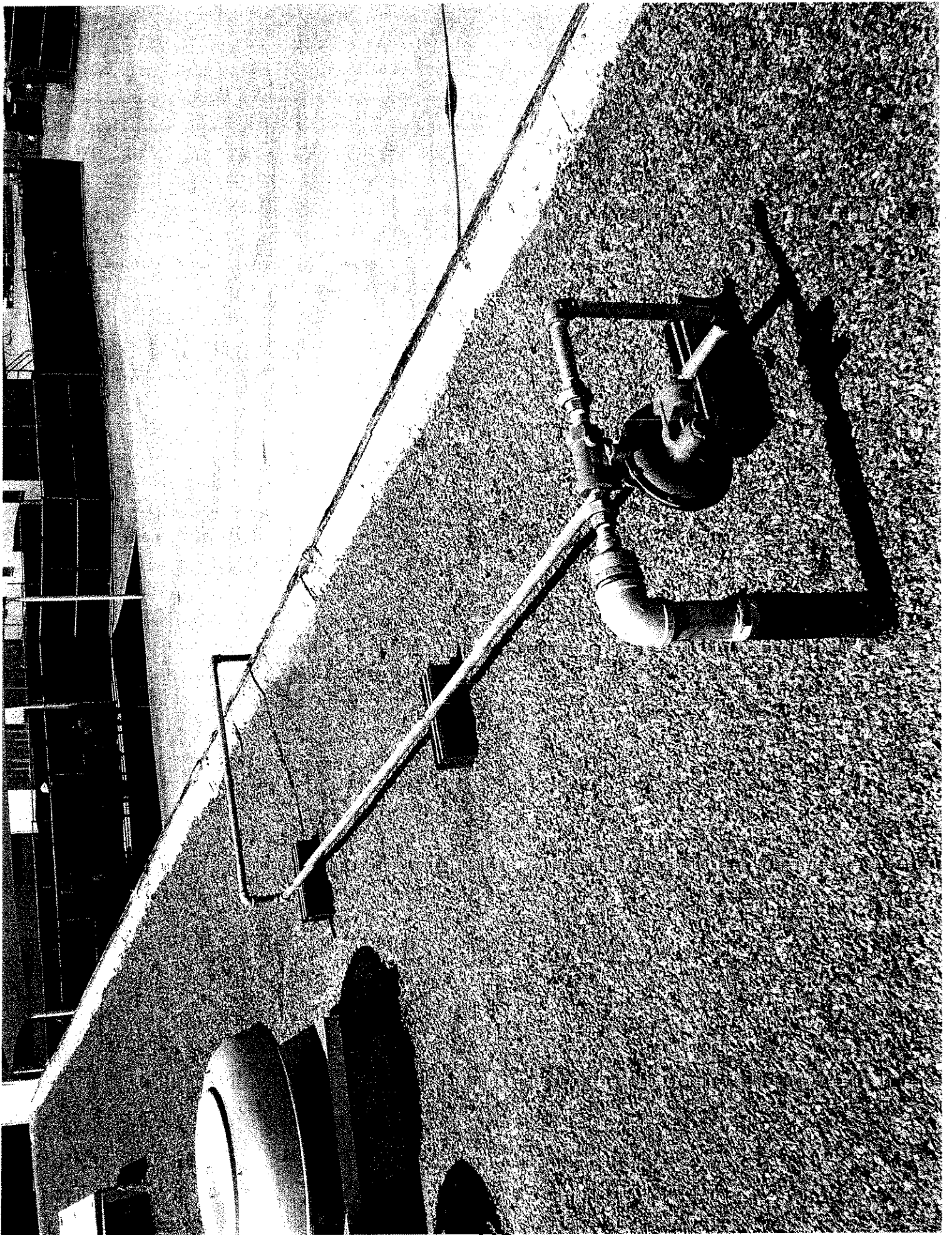
**FISCAL IMPACT:**

The cost of this change totals approximately \$5,500 per site for a total estimated expenditure of \$11,000 and will be paid from project contingency funds.

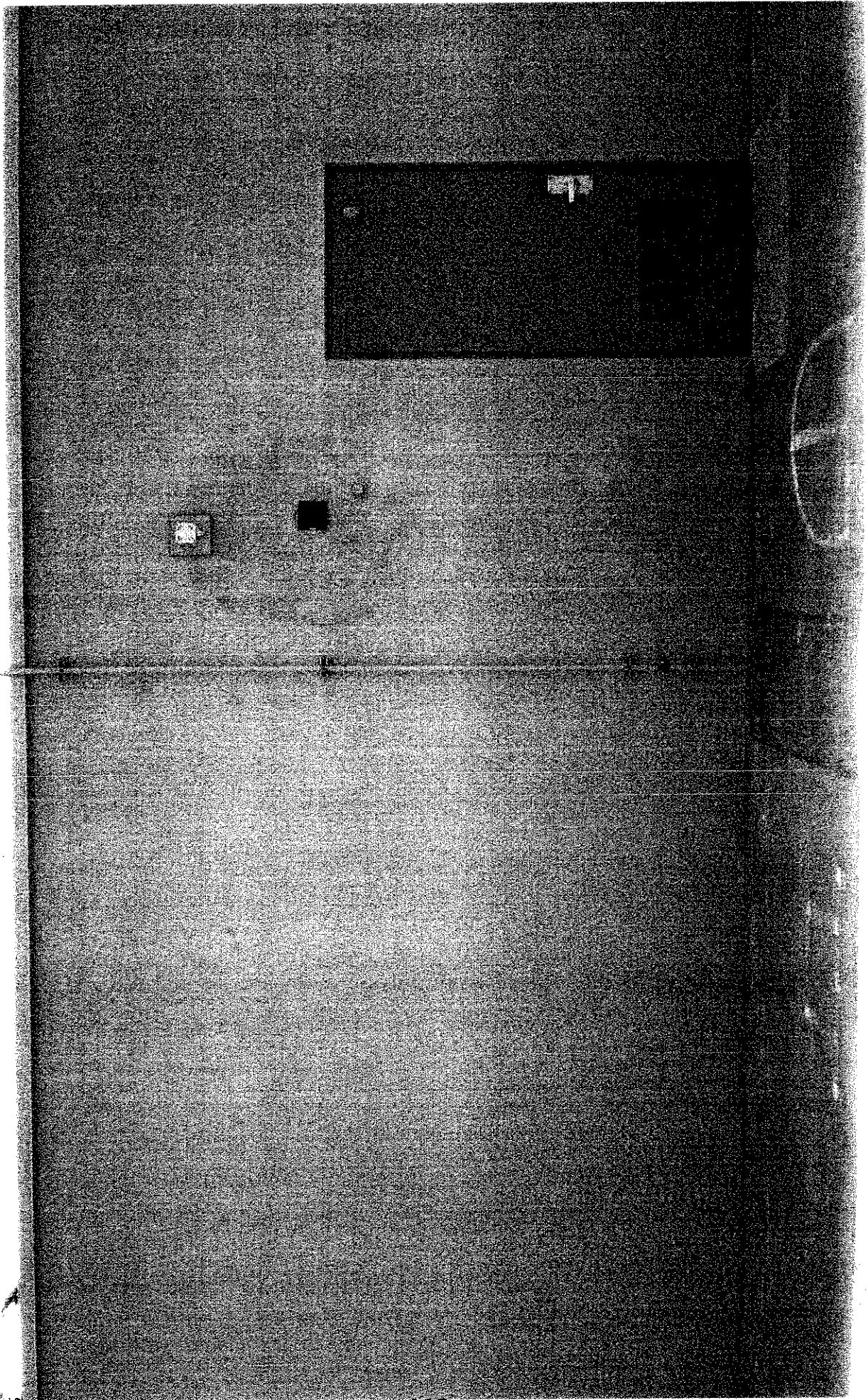
**STUDENT ACHIEVEMENT IMPACT:**

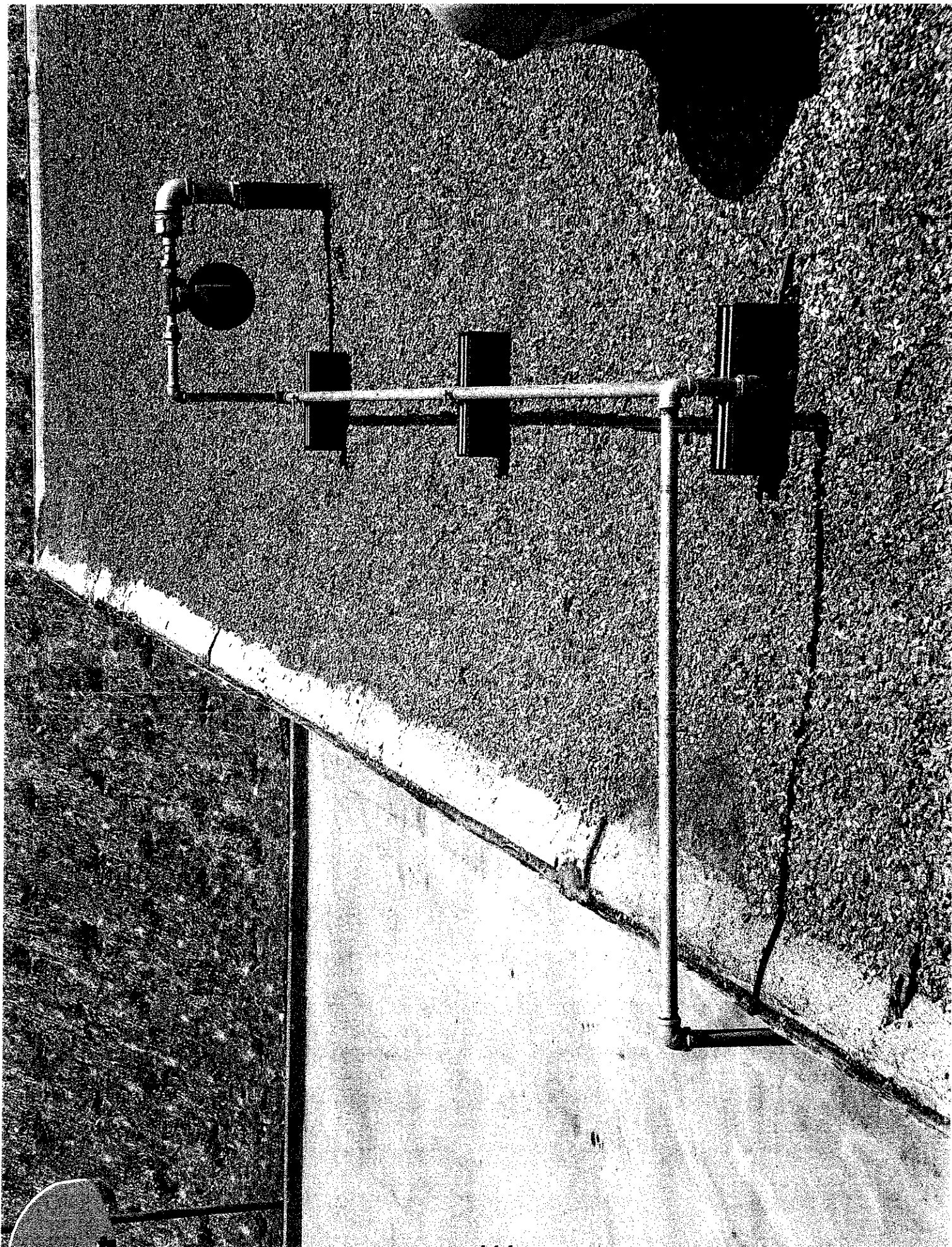
Strong, positive relationships exist between overall building conditions, a positive learning environment, and student achievement.

Motion:		Second:		Vote:		Agenda Item F.3.1.
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Discussion and/or Action Item F.3.2.  
Prepared by Bill Clark  
September 16, 2008

Approval of 10 Classroom Site Plans and  
Cost Estimates for Chet F. Harritt and Hill  
Creek Schools

**BACKGROUND:**

At its February 2008 facilities workshop, the Board of Education directed administration to initiate planning to include 10 classroom buildings at the Chet F. Harritt, Hill Creek, and Pepper Drive schools. The Board's decision was based on the instructional benefits derived from the 10 classroom structure which enhances both science and technology but also student's access to physical education facilities.

Administration is requesting Board review and final approval of the 10 classroom site placement at Chet F. Harritt and Hill Creek schools. The site placement is based on Board and community input as well as construction design requirements. Construction of these two buildings is expected to add an additional \$8.9 million to the current construction budget based on estimates presented to the Board at its February 2008 facilities workshop. Additionally, soils borings tests must be completed per DSA regulations at a cost of \$8,000 per school. Administration must move forward with design approval if these buildings are to be constructed in the summer 2009 modernization work.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the revised 10 classroom addition site plans and cost estimates for Chet F. Harritt and Hill Creek schools and additional soils borings testing at a cost of 8,000 per school. Administration plans to include these buildings in the Phase II summer of 2009 project work. Administration is currently developing a funding proposal which includes these two buildings as part of the Capital Improvement Program beginning summer 2009. This proposal will be presented to the Board for review at the September 30, 2008 facilities workshop.

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:**

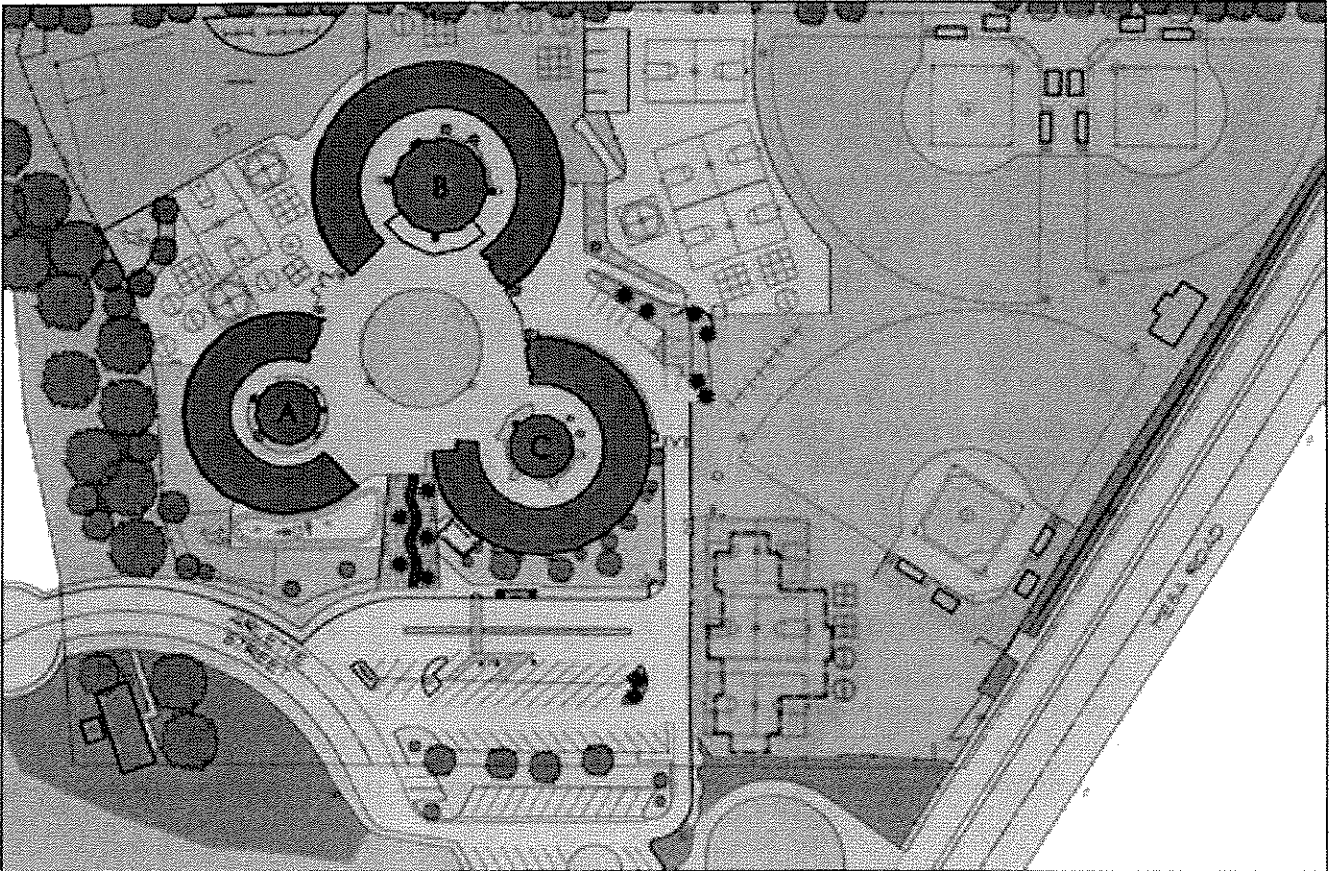
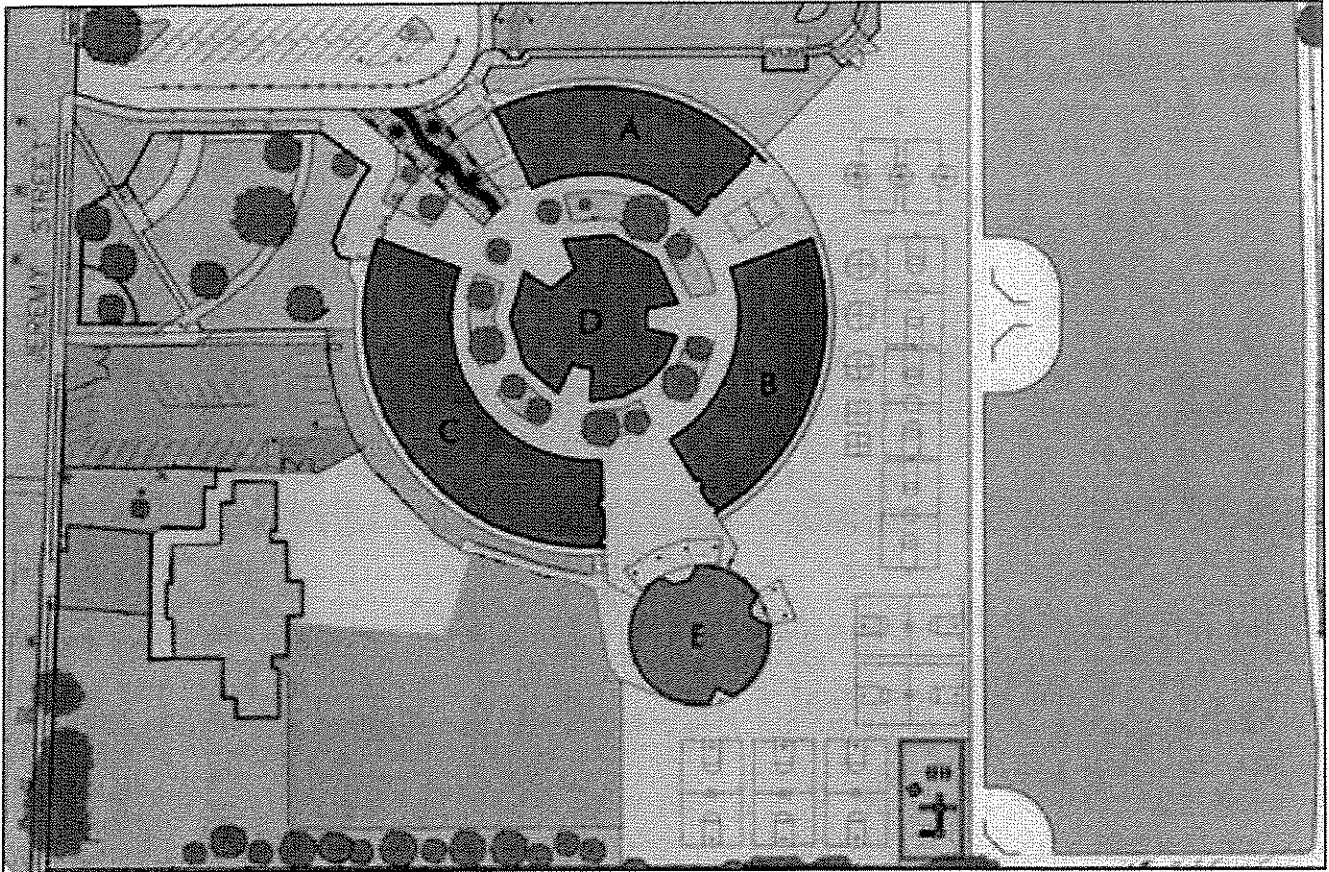
Construction of these two buildings is expected to add an additional \$8.9 million to the current construction budget based on estimates presented to the Board at its February 2008 facilities workshop.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item F.3.2.
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**ALL SITES- STATE MODERNIZATION & ADDITIONS**

Project Budget Aging Report

**Project Summary by Site**

**Phase One and Two Bonds (Working Budget)**

Code	Category - Item	Chet F Harritt	Carlton Hills	Carlton Oaks	Cajon Park	Hill Creek	Prospect Avenue	Pepper Drive	Rio Seco	Sycamore Canyon	Budget
<b>Funding Sources</b>											
<b>State</b>	<b>State &amp; Federal Funding</b>	3,394,554	3,924,917	5,124,396	4,565,631	5,416,273	2,862,433	4,278,787	4,949,900	2,420,306	36,939,096
35-00	State School Facilities Fund	3,394,554	3,924,917	5,124,396	4,565,631	5,416,273	2,862,433	4,278,787	4,949,900	2,420,306	36,939,096
	Mod Grant	2,870,035	3,163,859	3,830,741	3,823,288	4,132,311	2,276,672	-	3,661,925	1,847,750	25,608,581
	Ji Use Grant	-	-	476,781	440,302	476,781	237,340	332,366	476,781	-	3,273,667
	Ji use grant MP	374,399	458,917	-	-	-	-	-	-	-	1,757,260
	Ji use grant library	-	-	514,832	-	507,140	-	-	509,153	226,135	1,757,260
	Ji use grant tech lab	150,120	302,041	302,041	302,041	302,041	346,421	346,421	302,041	346,421	2,689,588
	Pepper Drive 2017 Mod	-	-	-	-	-	-	3,600,000	-	-	3,600,000
<b>Local</b>	<b>Local District Funding</b>	6,259,741	11,637,133	11,827,903	14,601,649	9,981,898	4,860,805	3,001,974	11,743,243	8,689,404	84,513,550
21-39	Bond Fund	5,937,876	11,257,015	10,585,444	8,221,553	8,340,836	2,793,158	678,787	8,715,416	4,892,831	81,502,914
	Bond Mod Match	1,913,357	2,109,239	2,553,827	2,548,858	2,734,874	1,519,115	-	2,441,283	1,231,633	17,022,387
	Bond Funds	3,500,000	8,386,818	6,717,963	4,930,351	4,300,000	690,280	-	4,986,158	3,188,441	36,700,012
	Ji Use Match	524,519	760,856	1,293,654	742,343	1,285,962	583,761	678,787	1,267,975	572,556	7,730,515
25-01	Barriat Developer Fees	-	-	-	-	-	-	-	-	-	1,790,638
25-02	Lennar Developer Fees	-	-	-	-	-	-	1,790,638	-	-	1,790,638
25-03	Pardee Developer Fees	-	-	-	-	-	-	-	-	-	620,000
25-18	Other- All	-	20,000	-	600,000	-	-	-	-	-	-
25-38	Re-develop	-	-	-	-	-	-	-	-	-	-
25-40	COPS	2,421,865	360,118	1,072,459	5,780,096	1,841,062	-	-	3,027,827	3,686,573	18,000,000
06-00	OZAP	-	-	-	-	-	2,067,449	532,551	-	-	2,600,000
<b>TOTAL FUNDING</b>		<b>11,754,295</b>	<b>15,561,950</b>	<b>16,782,298</b>	<b>19,167,280</b>	<b>15,400,171</b>	<b>7,723,038</b>	<b>7,280,761</b>	<b>16,993,143</b>	<b>11,109,710</b>	<b>121,452,846</b>
<b>Expenditures</b>											
<b>A Site Costs</b>											
<b>B</b>	<b>Planning Costs</b>	1,084,292	1,361,301	1,468,041	1,548,733	1,423,628	761,208	716,844	1,459,589	2,433,395	12,257,032
6200-017	Architect/ Engineering Fees	830,176	1,048,940	1,137,796	1,217,169	1,111,787	558,076	520,808	1,131,020	2,170,394	9,726,179
	Addition- A&E Fees	152,308	390,159	384,618	606,696	152,844	157,155	152,308	379,737	562,155	2,936,961
	Modernization- A&E Fees	677,868	658,780	753,180	611,474	958,954	400,921	368,500	751,283	1,608,239	6,789,198
6200-220	DSA Plan Check Fees	55,240	76,088	82,498	95,544	75,897	36,992	34,453	81,888	46,880	585,470
	0.66%	55,240	76,088	82,498	95,544	75,897	36,992	34,453	81,888	46,880	585,470
6200-230	CDC Plan Check Fees	2,009	2,767	3,000	3,474	2,760	1,345	1,253	2,978	1,705	21,290
	0.024%	2,009	2,767	3,000	3,474	2,760	1,345	1,253	2,978	1,705	21,290
6200-240	Preliminary Tests	41,849	57,842	62,491	37,224	57,498	28,024	26,100	62,037	67,758	440,623
	Asbestos Testing	-	-	-	-	-	-	-	-	-	-
	Surveys	20,924	26,821	31,245	23,024	28,749	14,012	13,050	31,018	17,758	208,602
	Soils	20,924	26,821	31,245	14,200	28,749	14,012	13,050	31,018	50,000	232,021
6200-250	Other Costs- Planning	156,018	175,895	182,265	195,322	175,675	136,770	194,200	181,666	146,658	1,483,470
	Reimbursables- Printing & Bidding .66%	55,240	76,088	82,498	95,544	75,897	36,992	34,453	81,888	46,880	585,470
	CM Pre-Construction	77,778	77,778	77,778	77,778	77,778	77,778	77,778	77,778	77,778	700,000
	Legal & Other Consultants	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	198,000
<b>C</b>	<b>Construction Costs</b>	9,831,725	12,896,250	13,962,940	16,178,440	12,854,578	6,370,389	6,007,108	13,863,055	7,974,390	99,938,875
6200-270	Main Building Contractor	8,369,750	11,528,409	12,436,128	14,476,332	11,490,616	5,604,899	5,220,098	12,407,322	7,103,082	88,707,636
	New Additions	1,810,102	5,180,848	5,101,689	8,636,894	1,916,796	1,810,102	5,031,959	-	-	29,388,092
	Modernization	6,559,648	5,139,912	6,317,285	4,686,882	7,343,553	3,734,206	2,959,996	6,082,780	5,232,389	49,661,761
	Ji Use Library / Tech	-	1,807,646	1,079,154	1,142,766	2,339,267	1,870,693	450,000	1,292,573	1,870,693	11,252,784
	Ji Use Tech Lab	-	-	-	-	-	-	-	-	-	-
	Ji Use Multi Purpose Room	-	-	-	-	-	-	-	-	-	-
	Sitework Items	-	-	-	-	-	-	-	-	-	-
6200-272	Construction Management Fees / Reimb.	836,975	1,152,841	1,249,813	1,447,533	1,149,962	560,490	522,010	1,240,732	710,308	8,870,784
	General Cond. Bonds and Insurance 5.5%	460,336	634,063	687,397	796,198	632,479	308,289	287,105	682,403	390,670	4,878,920
	CM Fees 4.5%	376,639	518,778	562,416	651,435	517,483	252,220	234,904	558,330	319,639	3,991,844
6200-175	Demolition (CP only)	-	-	-	-	55,555	-	-	-	-	55,555
	Cooling Tower Relocation (CP only)	-	-	-	-	55,555	-	-	-	-	55,555
6200-274	Locker Demo (CP only- in Additions Total)	-	-	-	-	-	-	-	-	-	-
	Other Costs - Construction	575,000	155,000	155,000	155,000	155,000	155,000	155,000	155,000	125,000	1,785,000
	Field Improvements (All except SC)	450,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	660,000
	Other Consultants	-	-	-	-	-	-	-	-	-	-
	Quick Start Projects	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	1,125,000
6200-274	Utility Fees / Costs	50,000	50,000	50,000	43,920	50,000	50,000	110,000	60,000	36,000	519,920
	Padre Water / Helix	30,000	30,000	30,000	30,655	30,000	30,000	30,000	30,000	30,000	270,655
	SDG&E	10,000	20,000	20,000	7,265	20,000	10,000	60,000	20,000	-	187,265
	City Bond	10,000	10,000	10,000	6,000	10,000	10,000	10,000	10,000	6,000	62,000
<b>D</b>	<b>Construction Testing Costs</b>	125,546	172,926	187,472	217,145	172,494	84,073	78,301	186,110	106,546	1,330,615
6200-280	Const. Testing & HAZMAT Monitoring	125,546	172,926	187,472	217,145	172,494	84,073	78,301	186,110	106,546	1,330,615
	1.5%	125,546	172,926	187,472	217,145	172,494	84,073	78,301	186,110	106,546	1,330,615
<b>E</b>	<b>Construction Inspection Costs</b>	93,697	203,000	168,000	207,000	126,996	68,049	64,201	126,000	50,000	1,106,944
6200-290	Inspection	93,697	203,000	168,000	207,000	126,996	68,049	64,201	126,000	50,000	1,106,944
	ICR	83,667	191,000	156,000	195,000	114,996	56,049	52,201	114,000	38,000	1,000,944
	PM	10,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	106,000
<b>F</b>	<b>Furniture &amp; Equipment Costs</b>	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	675,000
6400-490	Furniture & Equipment Costs	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	675,000
	Library Shelving	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	675,000
<b>G</b>	<b>Project Contingency</b>	544,034	749,347	812,378	940,962	747,475	364,318	339,306	806,476	461,700	5,765,996
6200-099	Project Contingency	544,034	749,347	812,378	940,962	747,475	364,318	339,306	806,476	461,700	5,765,996
	Contingency of Main Bldg. Contractor	544,034	749,347	812,378	940,962	747,475	364,318	339,306	806,476	461,700	5,765,996
<b>TOTAL EXPENDITURES</b>		<b>11,754,295</b>	<b>15,457,824</b>	<b>16,873,832</b>	<b>19,167,280</b>	<b>15,400,171</b>	<b>7,723,038</b>	<b>7,280,761</b>	<b>16,516,229</b>	<b>11,101,032</b>	<b>121,074,462</b>
<b>ENDING BALANCE</b>		-	104,126	88,466	-	-	-	-	176,914	8,878	376,185
<b>Additional Cost for 10 CR Bldg. vs. 5 CR Bldg.</b>		4,481,454	-	-	-	4,481,454	-	4,481,454	-	-	13,444,362

**BACKGROUND:**

On February 2, 2008, the Board of Education of the District (the "Board") 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 #1 for the Guaranteed Maximum Price (GMP) of the Cajon Park classroom addition. On June 3, 2008, the Board approved amendments #2 through #6 for the GMP for five school modernizations. Amendments #7 through #9 for the next phase of the project for ten classroom additions at Carlton Hills, Rio Seco, and Carlton Oaks schools establishes the final GMP and will also add a three percent (3%) Owner's contingency within the GMP to be used with District approval, with the remainder reverting to the District at the end of the project phase.

These items are amendments to the original Lease-Leaseback Construction agreement with Barnhart, which was approved by the Board on February 2, 2008. The structure of the Lease-Leaseback Construction agreement is that each time a new project begins (i.e., ten classroom addition, library/tech room, etc), an amendment to the original agreement is brought forth to the Board. Administration anticipates up to 27 amendments to the Lease-Leaseback Construction agreement before the entire project and agreement is fulfilled.

The attached Second Amendment Phase II (Cajon Park School) to the Construction Services Agreement for lease-leaseback site lease, and sublease agreement makes technical correction to the phase name and lease payment administration.

**RECOMMENDATION:**

It is recommended that the Board of Education ratify and approve Second Amendment Phase II (Cajon Park School) to the Construction Services Agreement in order to accomplish the objectives set forth above.

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:**

There is no additional fiscal impact to what has been approved in the past. This is a technical language correction to the site sub-lease of the lease-leaseback agreement with no fiscal impact. The budget of the Capital Improvement Program is \$121.4 million for nine (9) school modernizations, and will be funded from 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.3.3.
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**AMENDMENT No. 1 to  
SECOND AMENDMENT PHASE II (CAJON PARK) TO  
CONSTRUCTION SERVICES AGREEMENT FOR LEASE-LEASEBACK,  
SITE LEASE, AND SUBLEASE AGREEMENT**

This Amendment No. 1 to Second Amendment (Phase II - Cajon Park) to Construction Services for Lease-Leaseback, Site Lease, and Sublease Agreement ("Second Amendment") is made and entered into this 2<sup>nd</sup> day of September, 2008, by and between the SANTEE SCHOOL DISTRICT (the "District") and Douglas E. Barnhart, Inc. (the "Builder") as follows:

WHEREAS, on February 2, 2008, the Governing Board of the District adopted Resolution No. 0708-16 (the "Resolution"), approving and authorizing the execution of a Site Lease, Sublease Agreement (the "Sublease Agreement"), and Construction Services Agreement for Lease-Leaseback (the "Lease-Leaseback Agreement") (the Site Lease, Sublease Agreement and Lease-Leaseback Agreement are collectively referred to herein as the "Lease-Leaseback Documents") between the District and Builder, and authorizing the filing of a validation complaint, in order to provide for the financing and modernization of existing school facilities, at nine school sites within the District (the "Project"); and

WHEREAS, the Lease-Leaseback Agreement provides that the District will undertake work incrementally as Division of the State Architect ("DSA") approvals of plans and timelines for construction allow with the Lease-Leaseback Documents as the basis for amendments for subsequent phases of the Project; and

WHEREAS, on April 1, 2008, the District entered into the First Amendment to the Lease-Leaseback Documents and modified the Lease-Leaseback Documents and Guaranteed Maximum Price ("GMP") accordingly; and

WHEREAS, on April 22, 2008, the Superior Court of the County of San Diego, issued a judgment validating the Lease-Leaseback Documents (Case No. 37-2008-00061653-CU-MC-EC, filed April 23, 2008); and

WHEREAS, on June 3, 2008, the Governing Board of the District adopted the Second Amendment; and

WHEREAS, certain provisions amending the Site Lease and Sublease Agreement and clarifying the work to be performed pursuant to the Second Amendment were inadvertently omitted in the Second Amendment; and

WHEREAS, the governing board desires to make the changes necessary to the Second Amendment.

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

1. The Second Amendment shall be entitled "Phase II (Cajon Park)" and all work contemplated by the Lease-Leaseback Documents as amended, shall be referred to as "Phase II (Cajon Park)."

2. The Site Lease shall be applicable to Phase II (Cajon Park) and all provisions of the Site Lease for Phase II (Cajon Park) shall be applicable to the Cajon Park school site.

3. Exhibit A of the Sublease Agreement for Phase II (Cajon Park) shall be in the form attached hereto as "Attachment 1." All other provisions of the Sublease Agreement shall remain in full force and effect for Phase II 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 II (Cajon Park), as amended, and to the Cajon Park site in the Site Lease as of the date of this Amendment No. 1 to Second Amendment.

*IN WITNESS WHEREOF*, the parties have, by their duly authorized representatives, executed this Second Amendment Phase II (Cajon Park), in duplicate, as of the day and year first above written and agree that this Amendment shall constitute binding modifications to the Lease-Leaseback Agreement, the Site Lease and the Sublease Agreement.

BUILDER/CORPORATION:

DOUGLAS E. BARNHART, INC.

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

DISTRICT:

SANTEE SCHOOL DISTRICT

BY: \_\_\_\_\_ Dated:  
Bill Clark, Assistant Superintendent, Business Services

EXHIBIT A

SCHEDULE OF SUBLEASE PAYMENTS

The term of this sublease for Phase II (Cajon Park) of the Project shall commence on the date the term of the Site Lease commences for Phase II (Cajon Park) pursuant to section 2 thereof. Sublease payments shall be paid monthly and the total Sublease Payments made shall not exceed the amount of the GMP as defined in Section 6 of the Construction Services Agreement for Phase II (Cajon Park) of the Project. Each month Builder shall provide District with an invoice reflecting the percentage of work performed and itemized on a Site by Site basis, or in the case of Phase II (Cajon Park) for the Cajon Park Site, and signed off on by the District's DSA Inspector, Project Architect, and other designated employee. The Sublease Payments and Construction Progress Payments pursuant to section 18 of the Construction Services Agreement shall be commensurate with the amount of work performed, invoiced and signed off by the DSA Inspector to date, but in no event less than one thousand dollars per month (\$1,000/month) for a period of ( ) months, commencing on the date of issuance of the Notice to Proceed for Phase II (Cajon Park) of the Project, unless the District exercises its purchase option pursuant to section 25 of the Sublease Agreement. The minimum sublease payments shall be offset against invoiced payments so that the total Sublease Payments do not exceed the GMP.

Notwithstanding the foregoing, the term of this Sublease may be extended and payment options may be modified by written agreement of the parties hereto.



Discussion and/or Action Item F.3.4. RFQ Architect Interview Panel  
Prepared by Bill Clark  
September 16, 2008

**BACKGROUND:**

At its September 2, 2008 meeting, the Board of Education authorized administration to issue a Request for Qualifications for Architect Services to support the District's modernization Capital Improvement Program. The following timeline is recommended:

DATE	ACTION
September 5, 2008	Request For Qualifications for Architect Services Issued
September 16, 2008	Interview Panel Approved by the Board of Education
September 23, 2008	Deadline for Submitting a Response to the Request for Qualifications
September 24, 2008	Paper Screening of Responses
October 1, 2008	Interviews Conducted
October 7, 2008	Recommendation for Selection of Architect Firm Presented to the Board of Education

The interview panel may include:

Representatives from the Board of Education  
Representatives from the District's Facilities Committee  
Representatives from the District's Independent Citizens Oversight Committee  
Representatives from the District's Employee Associations  
Bill Clark, Assistant Superintendent, Business Services  
Christina Becker, Director, Facilities/Modernization  
Ted Doughty, Director, Maintenance, Operations, & Facilities  
Eric Hall, Facilities Consultant  
Anton Greenville, Douglas E. Barnhart, Inc.  
Michelle Reiner, Douglas E. Barnhart, Inc.

**RECOMMENDATION:**

It is recommended that the Board of Education discuss the RFQ for architect services process and provide direction and/or action to approve the interview panel and timeline.



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 budget of the Capital Improvement Program is \$121.4 million for nine (9) school modernizations, and this cost will be funded from 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.3.4.
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# REQUEST FOR QUALIFICATIONS

For

Architect Services

September 5, 2008



<http://www.santee.k12.ca.us>

Bill Clark  
Assistant Superintendent  
Santee School District  
9625 Cuyumaca Ave  
Santee, CA 92071  
619-258-2320  
[BClark@santee.k12.ca.us](mailto:BClark@santee.k12.ca.us)

Prepared in consultation with:

**Eric Hall & Associates LLC**

*Helping your school facility program measure up*

5431 Avenida Encinas / Suite H / Carlsbad / CA / 92008  
P 760.602.9352 / C 760.519.8531 / F 760.602.9341  
[eric@erichallassociates.com](mailto:eric@erichallassociates.com)

**Request for Qualifications  
Limited Architectural Services  
Santee School District**

**1. Introduction**

The Governing Board of the Santee School District wishes to retain the services of a Professional Architect to furnish limited architectural design, constructability peer reviews, bidding, and construction administration services for the Proposition R building program currently underway for the District. The total program encompasses nine schools and \$121.0 million in cost.

The District plans to replace its current contract and complete the balance of the program utilizing a new architectural firm for completion of working drawings and specifications, final approvals, peer constructability review, addenda and bidding clarification, and construction administration.

- A. Each firm shall submit an original Statement of Qualifications plus ten (10) copies of the Statement of Qualifications ("SoQ") prominently marked with "Request for Qualifications, Architect Services" and the name of the firm submitting the SoQ.
- B. SoQ shall be submitted to the District, at the address on the cover of this RFQ, no later than 4:00, p.m. Tuesday, September 23, 2008. SoQ received later than the aforementioned date and time will be returned to the sender unopened. Facsimile (FAX) copies or e-mailed SoQ will NOT be accepted.
- C. The original SoQ shall be submitted and signed in blue ink, by an authorized individual or officer of the firm submitting the proposal.
- D. The Board of Education of the District reserves the right to accept or reject any or all SoQ, to interview one or none of the firms and to negotiate with any or all responsible submitters. Submitters shall be responsible for any and all expenses that they may incur in preparing proposals
- E. In order to control information disseminated regarding this Request for Qualifications, firms interested in submitting proposals are directed **not** to make personal contact with members of the Governing Board and/or District Administration with the exception of the individuals listed below:

Eric Hall  
Eric Hall & Associates  
5431 Avenida Encinas / Suite H / Carlsbad / CA / 92008  
P 760.602.9352 / C 760.519.8531 / F 760.602.9341  
[eric@erichallassociates.com](mailto:eric@erichallassociates.com)

Bill Clark  
Assistant Superintendent, Business  
Santee School District  
619-258-2321/619-739-3713  
[BClark@santee.k12.ca.us](mailto:BClark@santee.k12.ca.us)

Christina Becker  
Director Facilities  
Santee School District  
619-258-2320/619-219-4972  
[CBecker@santee.k12.ca.us](mailto:CBecker@santee.k12.ca.us)

Responses received from this RFQ will be used by the District as a foundation for the development of an agreement and contract with specific provisions subject to review, negotiations and approval of the Board of Education relative to the professional services to be provided

## **2. DESCRIPTION OF SERVICES REQUIRED**

### Background on the Project

The District has elected to procure construction using a Lease Leaseback format. The firm of Douglas E. Barnhart, Inc. aka Barnhart, Inc. has been retained for a fee to provide pre-construction services including scheduling, estimating, value engineering, constructability reviews, bidding, and on-site construction management. Barnhart serves as the Builder/Developer on all project work and receives trade bids through formal bid openings.

The current architect is in various stages of completion on each project. Generally, all projects are at 90% completion in the working drawing phase with the exception of Pepper Drive. Phase 1 projects are in construction.

The current program consists of two major phases of work.

1. The first phase consists of renovations and modernization to five (5) schools, and the construction of an 18 classroom addition at the Cajon Park School. The first phase work has been bid and awarded with the renovation and modernization slated for completion in May 2009, and the 18 classroom addition slated for completion in January 2009.

2. The second phase consists of the construction of a site adapted new 10 classroom addition at four (4) schools, a 10 classroom addition at the Pepper Drive school, and the renovation and modernization to four additional (4) schools. The second phase program is in various stages of design and DSA approval processing with construction slated to start on the 10 classroom additions in March 2009, the renovation and modernization in May 2009, and followed closely with the 10 classroom addition at Pepper Drive. Exhibit A and Exhibit B include the scope matrix and project schedule details. More specific information can be obtained by request to the District.

### **3. SUMMARY OF SCOPE OF WORK:**

1. Review and assess the stage of completion of all documents. Secure releases, as required. Secure new or retain existing consultants.
2. Complete all working drawings and specifications for each project, as required.
3. Participate in value engineering sessions with the Builder/Developer and make corrections to working drawings and specifications, as required.
4. Conduct separate in-house constructability reviews of all project documents prior to bid. Builder/Developer is conducting a separate review and preparing all cost estimates.
5. Secure any and all outstanding approvals from government agencies, as required.
6. Prepare any bid alternates, participate in bid openings, and provide normal architectural services regarding bid procedures.
7. Provide normal architectural construction administration services including schedule observation, progress reports, shop drawing and submittal review, color selection, review of substitutions, and preparation of change orders.
8. Attend weekly job meetings at all sites with the contractor. Approve all monthly pay requests. Builder/Developer is responsible for all job meeting minutes.
9. Consult with the District's Inspector of Record, prepare reports for the state or other governmental agencies, prepare supplemental drawings and/or details to execute the work.
10. Conduct a pre-final and final close-out review, prepare punch lists, prepare a certificate of completion, secure, review, and transmit to the District all guarantees and warranties at completion.
11. Review of all as-built drawings by builder and transmit them to the District.
12. DSA approval of 10 classroom buildings at Chet F. Harritt and Hill Creek schools (site adapt of existing design) by January 15, 2009.

A more detailed description of the working drawing and construction administration documents can be obtain from the District as required.

### **4. ITEMS FOR INCLUSION IN PROPOSAL**

All SoQ shall address the following items in the order listed below and shall be numbered in the submitted SoQ to match the following list:

- A. Description of Firm – This section should provide the District information regarding the size, location, nature of work performed, years in business, and approach that will be used in meeting the needs of the District.
- B. Description of Projects – This section shall identify similar projects that the firm has completed. The Architect Firm shall identify their experience in serving as a replacement architect firm and experiences with design services for similar projects size and scope. Discuss and display how the firm's expertise will enable the District to benefit. The proposal shall include the following format:

PROJECT NAME AND LOCATION	DISTRICT'S NAME, ADDRESS, CONTACT PERSON & TELEPHONE	COMPLETION DATE	PROJECT COST (above or below the project estimate)	COMMENTS

- C. Experience as a Team member in a Lease-Lease Back Program – The SoQ shall address the experience of the firm in working in a collaborative environment with the Lease-Lease Back entity, contractors, consultants, inspectors and District staff. Use this section of the proposal to discuss the role of the Architect, methods of collaborative involvement and experiences that would enable the project to be on time and on budget
- D. Architect Services Plan and Methodology - Briefly describe the procedures your architectural firm will use in conducting each phase of projects. Address the approach and plan of serving as a replacement architect firm.
- E. Consultants - The SoQ shall list all individuals and firms that shall be included and working on this plan. Include a brief resume of key personnel from each consulting firm/individual who will be working with the District.
- F. Background of Assigned Personnel – Identify all personnel and provide a brief resume including pertinent experience of personnel who will be participating in this project. Provide total number of professional staff employed by the firm. Identify persons that will be principally responsible for working with the District. Indicate the role and responsibility of each individual.
- G. Experience with State Regulatory Agencies – The SoQ shall address the expertise of the firm in the areas of program and funding approvals. Use this section of the Proposal to describe the experiences of the firm in working with State agencies including the Office of Public School Construction, State Allocation Board,

Department of Education and Division of the State Architect.

- H. Management of Workload – Address the current and projected workload of the firm and address the ability of the firm to undertake this project.
- I. Fees – Describe the method proposed for charging fees. The District requests a not-to-exceed firm fixed price (separate pricing for Phase I, Phase II, and Phase III is desired) for the remaining work to be billed at hourly rates for all personnel and consultants utilized in the execution of the work. Payments will be made to the Architect on a monthly basis. Reimbursable expenses will be billed at the direct cost as authorized by the District. Any additional architectural services approved by the District will be billed at the rates set forth in the hourly rates described in the proposal or negotiated as a fixed fee amount prior to the execution of the work. The District may be contacted for additional information to assist with fee calculations.
- J. Other – Each firm is encouraged to provide any additional information or description of resources the firm feels is pertinent to the SoQ.

5. **SELECTION PROCESS and PROJECTED DATES**

The process and projected schedule that the District will utilize in selecting a firm to perform services will be as follows:

- A. Statement of Qualifications due – September 23, 2008. Statements of Qualifications are due to the district at the date and place identified on the cover of this RFQ by 4: 00 p.m. on September 23, 2008.
- B. Selection Committee – September 24 – October 3, 2008. The District will appoint a selection committee that may interview one or more firms. The committee may recommend one or more firm(s) to the Governing Board for consideration.
- C. Governing Board – October 7, 2008. The Board of Education may interview or may make the final selection from a list of recommended firm(s) at their regularly scheduled meeting on October 7, 2008 or at another date and time convenient to the District and the Board.

6. **EVALUATION**

Firms submitting SoQ are advised that all SoQ will be evaluated to determine the firm that will meet the needs of the District. Evaluation may include, but not be limited to the following criteria:

- A. Understanding the District’s goals and school construction experience
- B. Experience and expertise with similar projects in size and scope

- C. Understanding the District, collaborative process and Projects
- D. Relevant expertise of consultants including ability to serve in the unique role of a new Architect firm.
- E. Ability to meet time schedules and budgets
- F. Proposed method and proposed fee.
- G. Completeness of Proposal.
- H. The oral interview and presentation

9/12/2008



Santee School District  
Request for Qualifications for Architectural Services

Program Status Matrix

Project	% Complete DSA Approval	VE Review	Constructability Review	Cost Estimate or GMP	Actual or Anticipated Bid Date	Start Date	Completion Date	% Complete Construction	DSA Access Grants	DSA CHIP's Grants	CDE Approvals	OPSC Funding
<b>Phase 1</b>												
<b>Sycamore Canyon</b>												
Modernization	DSA Approved	Comp	Comp	Comp-GMP	Actual=5/15/2008	6/16/2008	11/24/2008	75% Needed	Needed	Needed		Needed
Rectangular New Library Tech	DSA Approved	0% Comp	0% Comp	90%	3/15/2009	3/26/2008	2/15/2010	0%				
<b>Carlton Oaks</b>												
Modernization	DSA Approved	Comp	Comp	Comp-GMP	Actual=5/15/2008	6/16/2008	4/30/2009	75% Needed	Needed	Needed		Needed
Round Library Tech Renovation	DSA Approved	Comp	Comp	Comp-GMP	Actual=5/15/2008	1/12/2009	4/29/2009	0%				
New 10 Classroom Bldg	DSA Approved	Comp	Comp	Comp-GMP	Actual=8/14/2008	9/3/2008	5/29/2008	2%				
<b>Carlton Hills</b>												
Modernization	DSA Approved	Comp	Comp	Comp-GMP	Actual=5/15/2008	6/16/2008	3/13/2009	75% Needed	Needed	Needed		Needed
Round Library Tech Renovation	DSA Approved	Comp	Comp	Comp-GMP	Actual=5/15/2008	3/30/2009	7/20/2009	0%				
New 10 Classroom Bldg	DSA Approved	Comp	Comp	Comp-GMP	Actual=8/14/2008	9/3/2008	5/29/2008	2%				
<b>Rio Seco</b>												
Modernization	DSA Approved	Comp	Comp	Comp-GMP	Actual=5/15/2008	6/16/2008	4/30/2009	75% Needed	Needed	Needed		Needed
Round Library Tech Renovation	DSA Approved	Comp	Comp	Comp-GMP	Actual=5/15/2008	1/12/2009	4/29/2009	0%				
New 10 Classroom Bldg	DSA Approved	Comp	Comp	Comp-GMP	Actual=8/14/2008	9/3/2008	5/29/2008	2%				
<b>Cajon Park</b>												
Modernization	DSA Approved	Comp	Comp	Comp-GMP	Actual=5/15/2008	6/16/2008	4/29/2009	55% Needed	Needed	Needed		Needed
Round Library Tech Renovation	DSA Approved	Comp	Comp	Comp-GMP	Actual=5/15/2008	1/12/2009	4/29/2009	0%				
New 20 Classroom Bldg	DSA Approved	Comp	Comp	Comp-GMP	Actual=3/20/2008	3/26/2008	12/30/2008	55% Needed	Needed	Needed		Needed
<b>Phase 2</b>												
<b>Chet Harritt</b>												
Modernization	DSA Approved	60%	60%	90%	3/15/2008	6/16/2009	4/20/2010	0% Needed	Needed	Needed		Needed
New 10 Classroom Bldg (site adapt)	Need by 1-15-09	0%	0%		1/15/2008	2/15/2009	8/25/2009	0%				
50% Complete					3/15/2008	6/16/2009	4/20/2010					
<b>Hill Creek</b>												
Modernization	DSA Approved	0%	60%	90%	3/15/2008	6/16/2009	4/20/2010	0% Needed	Needed	Needed		Needed
Round Library Tech Renovation	DSA Approved	0%	0%		3/15/2008	6/16/2009	4/20/2010	0%				
New 10 Classroom Bldg (site adapt)	Need by 1-15-09	0%	0%		1/15/2008	2/15/2009	8/25/2009	0%				
50% Complete												
<b>Phase 3</b>												
<b>Prospect</b>												
Modernization	DSA Approved	0%	60%	90%	TBD	TBD	TBD	0% Needed	Needed	Needed		Needed
Rectangular New Library Tech	DSA Approved	0% Comp	0% Comp		TBD	TBD	TBD	0%				
<b>Pepper Drive</b>												
Modernization 80% Complete		0%	0%	0%	TBD	TBD	TBD	0% Needed	Needed	Needed		Needed
New 10 Classroom Bldg (site adapt)	TBD	0%	0%	0%	TBD	TBD	TBD	0%				

Activity ID	Activity Description	Orig Dur	Early Start	Early Finish	2007	2008	2009	2010	2011	
<b>SANTEE SCHOOLS BOND PROGRAM</b>										
Total		816	27FEB07	20APR10						
<b>DESIGN</b>										
101002	DESIGN	782	27FEB07	03MAR10						DESIGN
<b>QUICK START</b>										
101010	QUICK STARTS	65	01JUN07*	31AUG07						QUICK STARTS
<b>CAJON PARK SCHOOLS</b>										
102902	NEW CONSTRUCTION	202	14MAR08*	22DEC08						NEW CONSTRUCTION
102900	CONSTRUCTION MOD DURATION - WORKING DAYS	228	16JUN08*	29APR09						CONSTRUCTION MOD DURATION - WORKING DAYS
102910	RENOVATE LIBRARY TECH CENTER	78	12JAN09*	29APR09						RENOVATE LIBRARY TECH CENTER
<b>CARLTON OAKS SCHOOL</b>										
202902	NEW CONSTRUCTION	169	03SEP08*	27APR09						NEW CONSTRUCTION
202903	CONSTRUCTION MOD DURATION - WORKING DAYS	136	16JUN08*	22DEC08						CONSTRUCTION MOD DURATION - WORKING DAYS
202913	RENOVATE LIBRARY TECH CENTER	78	12JAN09*	29APR09						RENOVATE LIBRARY TECH CENTER
<b>PEPPER DRIVE SCHOOL</b>										
30209	NEW CONSTRUCTION	144	05FEB09*	25AUG09						NEW CONSTRUCTION
30210	CONSTRUCTION MOD DURATION - WORKING DAYS	221	16JUN09*	20APR10						CONSTRUCTION MOD DURATION - WORKING DAYS
<b>SYCAMORE CANYON SCHOOL</b>										
402903	CONSTRUCTION MOD DURATION - WORKING DAYS	114	18JUN08*	24NOV08						CONSTRUCTION MOD DURATION - WORKING DAYS
402913	BUILDING NEW LIBRARY CENTER	118	15JUN09*	25NOV09						BUILDING NEW LIBRARY CENTER
<b>CARLTON HILLS</b>										
502901	NEW CONSTRUCTION	140	03SEP08*	17MAR09						NEW CONSTRUCTION
502902	CONSTRUCTION MOD DURATION - WORKING DAYS	194	17JUN08*	13MAR09						CONSTRUCTION MOD DURATION - WORKING DAYS
502922	RENOVATE LIBRARY TECH CENTER	81	30MAR09*	20JUL09						RENOVATE LIBRARY TECH CENTER
<b>HILL CREEK ELEMENTARY</b>										
502912	NEW CONSTRUCTION	144	05FEB09*	25AUG09						NEW CONSTRUCTION
502913	CONSTRUCTION MOD DURATION - WORKING DAYS	221	16JUN09*	20APR10						CONSTRUCTION MOD DURATION - WORKING DAYS
502923	RENOVATE LIBRARY TECH CENTER	221	16JUN09	20APR10						RENOVATE LIBRARY TECH CENTER
<b>RIO SECO SCHOOLS</b>										
502950	NEW CONSTRUCTION	170	03SEP08*	28APR09						NEW CONSTRUCTION
502951	CONSTRUCTION MOD DURATION - WORKING DAYS	134	18JUN08*	22DEC08						CONSTRUCTION MOD DURATION - WORKING DAYS

Start Date: 27FEB07  
 Finish Date: 20APR10  
 Date Date: 27FEB07  
 Run Date: 05SEP08 10:10

PRSS

Early Bar  
 Progress Bar  
 Critical Activity

Sheet 1 of 2

barnhart, inc. Heery International

SANTEE SCHOOLS BOND PROGRAM

Date  
 Revision  
 Checked  
 Approved

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**Santee Elementary School District**  
**Funding Breakdown by Year / Interim Financing Evaluation**  
 Revised 09/09/08

Phase 1 (5 schools)	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Total			
<b>Sacramento Campus</b>																										
Modernization																										
Phase 1-Building A, C, and D																									\$ 1,136,495	
Phase 2-Building B																									1,046,478	
Phase 3-Building E																									1,046,478	
New A Use Library / Tech																									1,972,953	
<b>Carleton Hills</b>																										
New Additions																										3,066,947
Modernization																										1,027,982
Phase 1-Building A, B & C																									1,027,982	
Phase 3-Building D																									1,207,548	
Phase 4-Bldg E, J Use Library / Tech																									1,207,548	
<b>East Park</b>																										
New Additions																										2,816,186
Modernization																										539,396
Phase 2-Bldg A, D, E, and G																									539,396	
Phase 3-Building B																									539,396	
Phase 3-Building C, H																									1,427,755	
Phase 4-Bldg E, J Use Library / Tech																									1,427,755	
<b>Carleton Oaks</b>																										
New Additions																										4,793,884
Modernization																										1,570,321
Phase 1-Building A, C, D, and Admin																									1,570,321	
Phase 3-Building B																									1,079,154	
Phase 4-Bldg E, J Use Library / Tech																									1,079,154	
<b>Rio Vista</b>																										
New Additions																										4,907,293
Modernization																										4,907,293
Phase 1-Building A, C, D, and Admin																									4,907,293	
Phase 3-Building B																									4,907,293	
Phase 4-Bldg E, J Use Library / Tech																									4,907,293	
<b>Phase 2 (12 Schools)</b>																										
New Additions																										4,907,293
Modernization																										4,907,293
J Use Library / Tech																										4,907,293
<b>Claret Heights</b>																										
New Additions																										1,570,321
Modernization																										1,570,321
Phase 1-Building A, C, D, and Admin																									1,570,321	
Phase 3-Building B																									1,570,321	
Phase 4-Bldg E, J Use Library / Tech																									1,570,321	
<b>Phase 3 (12 Schools)</b>																										
New Additions																										1,570,321
Modernization																										1,570,321
J Use Library / Tech																										1,570,321
<b>Prospect</b>																										
New Additions																										1,570,321
Modernization																										1,570,321
J Use Library / Tech																										1,570,321
<b>Total Fund Costs</b>																										4,443,261
<b>TOTN Contractor Fee</b>																										414,316
<b>Total Funding</b>																										4,857,577