

Consent Item D.3.1.
Prepared by Karl Christensen
August 18, 2009

Approval/Ratification of Change Order #3 with
Lightfoot Engineering Consultants for the
Chet F. Harritt Ball Field Project

BACKGROUND:

On June 17, 2008, the Board approved a contract with Lightfoot Planning Group for athletic field projects at Chet F. Harritt and Rio Seco schools. The extra services of Lightfoot Planning Group for value engineering cost savings were recommended by Barnhart, Inc., a Heery International Company (see attached proposal change order #3). This increase in cost is a result of altering the phasing and design from three fields to one field with grading of the other two fields.

RECOMMENDATION:

It is recommended that the Board of Education approve Change Order #3 for additional engineering and services with Lightfoot Planning Group in the amount of \$27,745.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The fiscal impact for the engineering cost is \$27,745, which will be funded through capital accounts. This cost is included in the \$800,000 approved by the Board on July 21, 2009 for the construction of one of the Chet F. Harritt ball fields. This expense does not impact the General Fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.3.1.
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THE
LIGHTFOOT
PLANNING
GROUP



July 20, 2009

Ms. Christina Becker
Facility Director
Santee School District
9625 Cuyamaca Street
Santee CA 92071

Re: Athletic Field Design at Chet F. Harritt School - Change Order #3

Dear Christina:

Enclosed, please find a revised contract change order #3 for extra services for the above project. I have included the fee proposals of The Lightfoot Planning Group and Cornerstone Engineering that cover the additional tasks, coordination and project administration that were not part of our original contract scope.

In brief, change order #3 covers the work on design evaluation and cost cutting based on the current contractor bids under Barnhart Construction; and the District's fiscal expectations and budget realities for the project. The project scope for change order 3 is enclosed for your reference and covers the effort of our firm and our consultants to redesign the project for cost savings.

The total fee for our change order proposal is \$27,745.00

Please review the enclosed information and return one signed hardcopy for our files. Upon your approval, our team will be able to begin this task work immediately.

Please call me if you have any questions regarding this matter.

Sincerely,

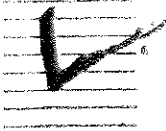
Philip J. Armstrong
Senior Landscape Architect
LLA #3413

5750 FLEET STREET, STE 250
CARLSBAD, CA 92008

TEL: 760-892-1024
FAX: 760-892-1935
www.lightfootplanning.com

PIA/mk

Enclosure



THE
LIGHTFOOT
PLANNING
GROUP



CHANGE ORDER

CONSULTANT: The Lightfoot Planning Group CHANGE ORDER NO: 3
 CLIENT: Santee School District DATE: 07/20/09
 ADDRESS: 9625 Cuyamaca Street PROJECT: Athletic Field Design
 Santee CA 92071
 Attn: Christina Becker OUR JOB NO: 1268.01.10

This Change Order constitutes an amendment of our original contract dated 06/11/08, covering services for Athletic Field Design.

Upon execution of the Change Order by authorized representatives of Consultant and Client, the Scope of Work to be performed by Consultant (Agreement, Exhibit "B") will be amended as follows (see attachments as necessary):

- A) Additions to Scope of Work: See attached scope of work
- B) The above changes will result in the following adjustment to the compensation due Consultant:

This Change Order:	
The Lightfoot Planning Group	\$16,375.00
Cornerstone Engineering	\$8,250.00
Wiseman & Rony Structural Engineers	\$3,120.00
Total Change Order	\$27,745.00 fee plus expenses

- C) All other terms and conditions of the original contract dated 06/11/08, shall remain unchanged and shall apply to this Change Order.

	CONSULTANT		CLIENT
By:		By:	
Name:	JAMES L. TAYLOR	Name:	_____
Title:	VICE PRESIDENT	Title:	_____
Date:	07/14/09	Date:	_____

8730 FLEET STREET, STE 250
 CARLSBAD, CA 92008
 TEL: 760-887-1024
 FAX: 760-887-1036
 www.lightfootpg.com

Additional Services

Contract Change Order No. 3 Scope of Work - Chet F. Harritt and Rio Seco School Athletic Fields

Lightfoot Scope

1. Provide additional design coordination and administration of design team with district and users. Attend additional meetings with District staff and design team.
2. Conduct design analysis and plan revisions for extensive construction cost-cutting/savings for Chet Harritt School. Including but not limited to; analysis and use of alternative materials, grading redesign, utility redesign, paving and pedestrian circulation changes, design changes to sound wall system and modification of landscape areas.
3. Prepare revised grading study and grading design for reduction of import soil. Coordinate design direction and potential for cost savings with civil consultant.
4. Prepare and coordinate magnitude of cost savings for Chet Harritt project with contractor and owner. Solicit design direction for modification project design plans.
5. Prepare new design and detail sketches for revised soundwall design. Coordinate plans and specifications with modified design elements. (Omission of site furnishings, fencing changes, and sound wall material change.)
6. Retain structural engineer discipline for design team. Coordinate design detailing and calculations of Chet Harritt sound wall for DSA backcheck and stamp out.
7. Perform additional quality assurance reviews of Chet Harritt project plans and specifications. Conduct additional design team meetings for design modification and project coordination to complete DSA backcheck and stamp out

Cornerstone Scope – see attached

Wiseman + Roby Scope – see attached

Fee Breakdown

Sub-Total Fee Lightfoot Scope:	\$16,375
Sub-Total Fee Cornerstone Scope:	\$ 8,250
Sub-Total Fee Wiseman + Roby	\$ 3,120
Total Fee Proposal CO #3	\$27,745.00



CORNERSTONE
ENGINEERING
 CONSULTING CIVIL ENGINEERS & LAND SURVEYORS

July 17, 2009

331-01-00
 331-01-03

JAMES L. TAYLOR
 The Lightfoot Planning Group
 5760 Fleet Street, Suite 250
 Carlsbad, CA 92008

- Civil Engineering
- Surveying Services
- Sewer & Water Engineering
- Storm Water Engineering
- Storm Water Quality SWPPP
- Road And Street Engineering
- School Site Engineering
- Site Development, Planning And Surveying
- Construction Staking Services
- Re-development Area Enhancement Engineering
- Traffic Engineering And Transportation Planning

RE: CHANGE ORDER NO. 03
CHET HARRITT ELEMENTARY SCHOOL GRADING PLAN RE-DESIGN PER CLIENT REQUEST.

Cornerstone Engineering, Inc. is providing this contract change order for your execution to modify our existing contract with you (dated 06/23/08) for professional services to include the re-design of playing fields grading at Chet F. Harritt School in Santee, CA. The scope of work for this change order is included in attached, Exhibit A. The fee represents a reduction based on our discussions today.

Change Order #03			
Grading Plan Re-Design - Chet Harritt Elementary			
# of Projects	Task	Original Fee	Proposed Fee
20	Grading Plan	\$7,425.00	\$4,350
43	SWPPP	\$1,080.00	
49	Grading Study	\$2,820.00	
Total proposed fee for Change Order #03		\$11,325.00	\$8,250

All other original contract, including Change Order 01, 02A, and 02B, terms and conditions remain unchanged and in effect. If this is acceptable, please sign both copies and return one original to us. We will begin work immediately upon receipt.

CORNERSTONE ENGINEERING, INC.

 Michael W. Bofeks, PE, Branch Manager

ACCEPTED:

 James L. Taylor, Vice President

 Date

 Date

200 Oak Street
 Salinas, CA 93906-2619
 Tel: 661.325.9474 - Fax: 661.322.0129

620 Mission Avenue
 Oceanside, CA 92054-6224
 Tel: 760.722.3405 - Fax 760.722.3490

www.cornerstoneeng.com



July 15, 2009

JAMES M. WISEMAN, S.E.
PRINCIPAL

STEVEN D. ROHY, S.E.
PRINCIPAL

BRANDON J. DEEMS, P.E.
SENIOR ASSOCIATE

STEVEN R. CHOOK, P.E.
ASSOCIATE

Phil Armstrong
The Lightfoot Planning Group
5750 Fleet Street
Carlsbad, CA 92008

Re: Chet Harritt & Rio Seco Elementary Schools
Santee, CA
Ballfield Improvements
Structural Services Fee Proposal

Dear Phil:

Wiseman+Rohy Structural Engineers is pleased to present our fee proposal to provide professional structural engineering services for the above-mentioned project. In accordance with your request for proposal we have developed the following description and scope of work:

Project Description:

We understand the work to be addressing existing DSA plan-check comments for the following items at both Chet Harritt and Rio Seco Elementary Ball fields. We understand that there are many common items at these two schools and also that the sound wall has not been seen by DSA yet and may generate further comments:

- Calculations and sketches for fence-post footings.
- Calculations and sketches for the dugouts. These structures have a hard roof and will be considered buildings by DSA. We will design these as cantilevered column structures and provide foundations, pipe sizes and framing sizes and attachment.
- Calculations for batting cage posts. The fabric roofs will be designed and attached by others.
- Calculations and sketches for the design of an eight-foot high sound wall (Chet Harritt only). This wall will be wood framed with vertical steel posts in flag-poled footings. A continuous footing will provide an 8" curb above the soil line. Some areas of this wall retain up to 24" of soil at the base. A continuous retaining wall (concrete) will be designed and sketched for these areas with the wood wall on top.



We understand that the backstop footings have been addressed by the manufacturer and do not require our assistance. We will over-stamp the details we provided for inclusion on your plans. We will have limited construction administration services that include answers to contractor questions, but no site work. If this is needed it can be handled on a time and materials basis at a later time.

Scope of Services:

The scope of services will consist of the construction document phase, agency phase, and limited construction administration phase, each of which is outlined in the attached exhibit 'A'.

Extra Services & Special Services:

The attached Exhibit 'B' & 'C' outlines services that may be unforeseen at the beginning of the design phase and are not normally included in basic services.

Proposed Engineering Fees:

We will perform these structural services for the following proposed phased fixed fees (plus project expenses):

Phase:	
Construction Documents Phase:	\$2,400
Agency Phase:	\$360
Construction Administration Phase:	\$360
TOTAL:	\$3,120

We appreciate the opportunity to submit our fee proposal for this project. Should you have any questions regarding this proposal, please give us a call at your convenience. We look forward to working with you on this project.

Sincerely,

WISEMAN + ROHY Structural Engineers



Steven Rohy, S.E.
Principal



EXHIBIT A - STRUCTURAL ENGINEERING SERVICES

SERVICES IN THE DESIGN PHASE: (Construction Documents)

1. Conferences with the Client and with others to plan and coordinate structure into the building project.
2. Preparation of structural calculations to explain design in accordance with the building code.
3. Preparation of structural construction documents in sufficient detail to define the structural work requirements.
4. Review and mark up of structural specification masters for incorporation by Client into the project specifications (if book-type specification required).
5. Responses to Building Department plan check comments.

SERVICES IN THE CONSTRUCTION PHASE:

1. Preparation of structural addenda as may be required during the bid period.
2. Review of shop drawings and submittals.
3. Review of reports of materials. Review of special inspector reports.
4. Periodic visits to the job site are not expected to be required and have not been considered in this proposal.
5. Provide interpretations of the requirements of the structural drawings as required.



EXHIBIT B – STRUCTURAL ENGINEERING SERVICES

SPECIAL SERVICES:

These are services which are not included as Basic Services. Examples include, but are not limited to:

1. Special Foundations such as caissons or mat foundations.
2. Optional Additional Services listed in AIA C141.
3. Services related to special dynamic analysis such as spectrum or time-history response to seismic forces, or floor-response analysis for foot-fall or vibratory equipment.
4. Services related to special wind analysis, such as wind-tunnel tests, etc.
5. Services related to "seismic risk" analysis.
6. Preparation of demolition documents.
7. Field Investigation of existing buildings and structures, including surveys of existing construction.
8. Studies of various schemes to accommodate special energy requirements.
9. Services connected with the preparation of documents for alternate bids or for segregated Contracts for phased or fast-track construction.
10. Continuous and/or detailed inspections of construction.
11. Design or field observations of shoring and bracing for excavations and building, or underpinning of adjacent structures.
12. Design or review related to contractor's construction-related equipment, e.g., cranes, hoists, etc.
13. Design of swimming pools.
14. Design for future expansion.
15. Filing application for and obtaining a building permit.
16. Preparation of "as-built" or record set of Drawings.
17. Preparation of shop or fabricated Drawings, for example, reinforcing and structural steel detailing, etc.
18. Review and determination of structural fire resistance requirements.



EXHIBIT C – STRUCTURAL ENGINEERING SERVICES

EXTRA SERVICES:

These are services which arise as a result of unforeseen circumstances during the design or construction process. Examples include, but are not limited to:

1. Contingent Additional Services listed in AIA C141.
2. Services resulting from changes in scope or magnitude of the project as described and agreed to under the Basic Services Agreement.
3. Services resulting from changes necessary because of a construction cost over-run which is outside the control of the SER (Structural Engineer of Record).
4. Services resulting from revisions which are inconsistent with approvals or instructions previously given by the Client.
5. Services resulting from revisions due to the enactment or revision of codes, laws, or regulations subsequent to the preparation of documents.
6. Services resulting from Change Orders.
7. Services resulting from corrections or revisions required because of errors or omissions in construction by the Building Contractor or in design by consultants other than the SER.
8. Services resulting from construction procedures over which the SER has no control.
9. Services due to extended design or construction time schedules.
10. Services, including assisting in preparation for litigation or arbitration as witnesses or consultants, in connection with any public hearing, arbitration, or legal proceedings with respect to the project.
11. Services resulting from damage as the result of fires, man made disasters, or acts of God.
12. Review and design of alternate or substitute systems.
13. Review of additional shop drawing Submittals when occasioned by improper or incomplete Submittals.
14. Attend construction progress meetings.
15. Overtime work required by the Client.

Consent Item D.3.2.
Prepared by Karl Christensen
August 18, 2009

Approval of Contract Increase and Extension with
School Facility Consultants

BACKGROUND:

On November 6, 2007, specialized consultant services were approved by the Board of Education to assist the District in maximizing State Facilities funding through the State Allocation Board process. Additionally, School Facility Consultants assists Santee School District with its hardship appeal funding package. Administration requests that School Facility Consultants, a Sacramento-based consultant firm, is requested to continue to provide school facility advisory services in this capacity.

RECOMMENDATION:

It is recommended that the Board of Education approve continued services with School Facility Consultants to provide consultant services to secure additional State funding and authorize staff to execute the necessary documents.

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:

Continuation of consultant services through fiscal year 2009-10 with School Facility Consultants is estimated to be \$15,000. The fiscal impact for services to be provided is on an hourly, as-needed basis and will be funded from the developer fee fund and Capital Improvement Programs fund. This expense does not impact the General Fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.3.2.
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Consent Item D.3.3.
Prepared by Karl Christensen
August 18, 2009

Approval of Services with GEM Industrial for
Switchgear Enclosure at Prospect Avenue School

BACKGROUND:

As part of the original Prospect Avenue school modernization planning, the District pre-procured electrical switchgear and power panels. The plan included installation of gear in an HVAC room that houses the boiler, chiller, and air handlers for the entire school that was scheduled to be gutted as part of the summer modernization. The interior switchgear had to be relocated to an exterior location and an enclosure built around it. The work entails multiple subcontractors that are not contracted with Barnhart, Inc., a Heery International Company, as part of the gas and electric infrastructure. A fast-tracked solution was developed with GEM industrial who has been working over the past two weeks to get an enclosure completed for the power upgrade and San Diego Gas and Electric services.

RECOMMENDATION:

It is recommended that the Board of Education ratify and approve GEM Industrial Inc. to build a weatherproof enclosure for pre-purchased electrical switchgear at Prospect Avenue School.

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 building a weatherproof enclosure for the pre-purchased electrical switchgear at Prospect Avenue School is \$13,860, which will be funded from the Capital Improvement Program budget. This expense does not impact the General Fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.3.3.
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SANTEE SCHOOL DISTRICT
 9880 RIVERWALK DRIVE
 SANTEE, CA 92071-5209
 (619) 258-2329 FAX (619) 258-2260

PURCHASE ORDER
 NO. 090110
 Page 01 Of 01

Vendor No.: GE0180 Tel (858) 486-1758

Date: 07/30/09

**IMPORTANT
 PURCHASE ORDER NUMBER MUST
 APPEAR ON ALL INVOICES, PACKAGES
 AND CORRESPONDENCE.**

TO:
 GEM INDUSTRIAL, INC
 16902 RIO MARIA ROAD
 LAKESIDE, CA 92040

SHIP TO:
 SANTEE SCHOOL DISTRICT
 DISTRICT WAREHOUSE
 9880 RIVERWALK DRIVE
 SANTEE
 CA 92071-5209

VENDOR INSTRUCTIONS

This Purchase Order is subject to the instructions and conditions shown herein.

- All prices F.O.B. Destination, unless otherwise specified.
- If specified as F.O.B. point of shipment and transportation charge is prepaid, requested freight bill must be enclosed with invoice.
- Any price increase over 5% will need prior approval by Purchasing.
- California State or Use Tax, when applicable, will be considered an add-on to the total.
- If accepting this order it is understood that the usual discounts will be considered as applying up to 60 days.
- INVOICE MUST BE SUBMITTED IN DUPLICATE. Using barcodes every item on the Purchase Order, including unshipped items, including Back Order (B.O.) or Cancel Item (C). Separate totals shall be shown for different types of materials, supplies or labor.
- Enclose Packing list with all shipments.
- Cash discounts granted will be taken from date of delivery of this order and receipt of account invoices in Duplicate.
- This order is valid for current fiscal year only (July 1 - June 30) no automatic renewals.
- Federal excise tax exemption certificate will be furnished as request.

FAXED
 8-4-09

Item No.	Quantity	Unit	Description	Unit Price	Extension
001	1	EA	WEATHERPROOF ENCLOSURE FOR ELECTRICAL SWITCHGEAR AT PROSPECT AVE TO BE COMPLETED BY AUGUST 13, 2009 * PER PROPOSAL DATED 7-27-09 PER NTP DATED 7-29-09	13,860.00	13,860.00

SPECIAL INSTRUCTIONS:

Sub Total	\$13,860.00
Tax	\$0.00
Freight	\$0.00
Total	\$13,860.00

ACCOUNTING:
 21-08 9010-721 0000 8500 6200-274 005
 \$13,860.00

Authorized By:

 Requisition Number: FACILITIES MODERNIZA
 09-077-015 FAITH MITCHELL
 Received By: Date: No. of Copies

GEM
Industrial, Inc.
General Contractor Lic. # 235465 B C10

July 27, 2009

Christina Becker
Director of Facilities
Santee School District
9880 Riverwalk Dr.
Santee, CA 92071

Dear Christina:

We propose to furnish labor, material and equipment to provide and install weatherproof enclosure for electrical switchgear at Prospect Avenue School. This proposal includes, but is limit to the following:

1. Furnish and install galvanized frame work, covered with painted 3/8" in T-1-11 Plywood.
2. Furnish and install doors and hardware with provision for SDG&G locks.
3. Furnish and install sheet metal roof infill panels including frame work.

Exclusions:

1. Any electrical work
2. Concrete work

This work shall be complete in a neat and workmanlike manner, before 8/13/09 for the sum of Thirteen Thousand Eight Hundred Sixty Dollars (\$13,860.00).

Respectfully submitted:

Doug MacLachlan
President

Cc: Don Hendrix

16902 Rio Maria Rd., Lakeside, CA 92040 (858) 486-1758 / Fax (858) 668-0609

Consent Item D.3.4.
 Prepared by Karl Christensen
 August 18, 2009

Approval/Ratification of Amendment No. 1 to
 Amendment #11 (Hill Creek School) Reflecting
 Changes to Schedule and Scope of Work

BACKGROUND:

On February 2, 2008, the Santee School District Board of Education adopted Resolution No. 0708-16, approving and authorizing the execution of a Site Lease, Sublease Agreement, and Construction Services Agreement for Lease-Leaseback (collectively, the "Lease-Leaseback Agreements") between the District and Douglas E. Barnhart, Inc., in order to provide for the modernization of existing school facilities at nine school sites within the District (the "Project"). On April 1, 2008, the Board approved Amendment No. 1 for the Guaranteed Maximum Price (GMP) of the Cajon Park classroom addition. On June 3, 2008, the Board approved Amendments numbers 2 through 6 for the GMP for five school modernizations. On September 2, 2008, the Board approved Amendments 7 through 9 for the ten-classroom additions at Carlton Hills, Rio Seco, and Carlton Oaks schools, respectively.

Amendments 10 through 12 for school modernizations at Chet F. Harritt, Hill Creek, and Prospect Avenue Schools, respectively, were approved May 2, 2009, and then later suspended and revised by changes to scope and schedule. On July 21, 2009, amendments to Amendments #10 and 12 for Chet F. Harritt and Prospect Avenue Schools, respectively, were approved. This Amendment to Amendment #11 will establish the final GMP options for the work set forth in Amendment 11, which includes a five percent (5%) Owner's contingency within the GMP to be used with District approval, with the remainder reverting to the District at the end of the construction. The GMP for costs to date at Hill Creek School to ratify with a revised schedule option if the Board decides to start the school's modernization with the Spring 2010 start is set forth as follows:

Amendment	School	Project	Previous GMP	Cost to Date	Infrastructure GMP	Additional Cost due to Revised Spring 2010 Schedule	Total GMP with Spring 2010 Schedule
#11, as amended	Hill Creek	Modernization	\$8,207,015	\$289,761	None	\$127,083	*\$8,317,665

A copy of the Amendment No. 1 to Amendment 11 for the Hill Creek School modernization to the Lease-Leaseback Agreements is available in the District's Business Services department for public review. Additionally, a copy will be available for public review at the Board of Education meeting.

RECOMMENDATION:

It is recommended that the Board of Education ratify and approve Amendment No. 1 to Amendment 11 for the Hill Creek School modernization.

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 total cost impact for expenses to date is \$289,761. These projects are part of the District's Capital Improvement Program (CIP) and do not impact the General Fund. The CIP is \$128.8 million, and is funded from CIP funds, Prop R bond proceeds, and State modernization matching funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.3.4.
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**AMENDMENT NO. 1 TO ELEVENTH AMENDMENT
(PHASE IV – HILL CREEK SCHOOL MODERNIZATION) TO
CONSTRUCTION SERVICES AGREEMENT FOR LEASE-LEASEBACK,
SITE LEASE, AND SUBLEASE AGREEMENT**

This Amendment No. 1 to Eleventh Amendment (Phase IV – Hill Creek School Modernization) to Construction Services for Lease-Leaseback (herein “Lease-Leaseback Agreement”), Site Lease, and Sublease Agreement (collectively, the “Lease-Leaseback Documents”) is made and entered into this 18th day of August, 2009, by and between the SANTEE SCHOOL DISTRICT (the "District") and Barnhart, Inc. (the "Builder") as follows:

WHEREAS, on May 2, 2009, the Governing Board of the District adopted the Eleventh Amendment (Phase IV – Hill Creek School Modernization) (the “Eleventh Amendment”); and

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

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

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

WHEREAS, District and Builder now wish to modify the Eleventh Amendment to reflect the Cost Incurred due to the Project’s Suspension, the revised Scope of Work and Spring 2010 Schedule.

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

1. The first sentence of Section 6 of the Lease-Leaseback Agreement for the Phase IV – Hill Creek School Modernization phase of the Project as amended shall be deleted and replaced with the following sentence:

“The GMP for the Spring 2010 start cost of the work of the Phase IV – Hill Creek School Modernization represents the final agreed upon Revised GMP for the total cost of the work of \$_____, which includes the agreed upon final amount of the committed cost of work through June 30, 2009 of \$_____, and the cost of the Spring 2010 start of work of \$_____. This amount includes Contractor’s Contingency of 3.5% and an Owner’s Contingency of 5%, and shall be based upon the Construction and Scope of Work set forth in Exhibit A of this Agreement, as amended.”

The District agrees to pay the committed cost of work now and will procure the remaining portion of the work when funds become available, at which time the District shall issue a Notice to Proceed to commence with the remainder of the work.

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

2. Exhibit A of the Lease-Leaseback Agreement for the Phase IV – Hill Creek School Modernization shall be deleted and replaced with the revised Scope of Work for Phase IV – Hill Creek School Modernization, set forth as “Exhibit A” hereto.

3. The provisions of the Site Lease and Lease-Leaseback Agreement, as previously amended, shall remain in full force and effect for Phase IV – Hill Creek School Modernization.

4. The Site Lease shall be applicable to Phase IV – Hill Creek School Modernization and all provisions of the Site Lease shall be applicable to the Hill Creek school site.

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

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

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Amendment No. 1 to Eleventh Amendment (Phase IV – Hill Creek School Modernization), in duplicate, as of the day and year first above written and agree that this Amendment shall constitute a binding modification to the Lease-Leaseback Agreement.

BUILDER/CORPORATION:

BARNHART, INC.

BY: _____ Dated: _____
Eric Stenman, President

DISTRICT:

SANTEE SCHOOL DISTRICT

Approved by the Board 8-18-09

BY: _____ Dated: _____
Karl Christensen, Assistant Superintendent, Business Services

Exhibit A to Amendment No. 1 to Eleventh Amendment
EXHIBIT A-LEASE-LEASEBACK AGREEMENT
AMENDMENT No. 1 TO ELEVENTH AMENDMENT(PHASE 4)

SCOPE OF WORK
PHASE 4-HILL CREEK SCHOOL MODERNIZATION

This project consists of modernization of the existing Hill Creek School campus located at 9665 Jeremy Street, Santee, CA 92071.

Modernization:

Work to include modernization of five (5) existing buildings (A, B, C, D and E) including new ceilings, flooring, tack panel, paint, teaching wall, casework, paint, new electrical/data upgrades, rooftop HVAC package units with individual DDC controls, and ADA restroom upgrades, all as shown on the contract documents as indicated on "Attachment 1-continued", as modified by this Amendment and the Construction Service Agreement for Lease Lease-Back dated 2/2/08.

Sitework to include new ADA upgrades, ADA parking alterations with associated ramps and hardscape at main parking, landscaping, "Path-of-Knowledge", and associated work, as shown on contract documents.

Alternates included: Deductive Alternate #1 - Parking Lot Remodel per A-1.2 (Work NIC in Project)
Alternate #2 - Use Lees Faculty IV Carpet in lieu of Collins & Aikman.

Unit Pricing: Unit pricing per attached sub pricing sheets. Contractor mark-up not included and to be added if work is required. District will pay unit cost charges with mark-up for work required as a change order to the project.

Work not included in all of the Guaranteed Maximum Prices (GMP):

1. Any work or cost incurred due to Constructability review comments, Phase I School Documents including Bulletins, Addenda, RFI's or plan coordination not being incorporated into contract documents, including constructability reviews dated 9/26/08, 2/3/08, 1/27/09, 4/9/09 and 4/14/09.
2. Any errors or omissions in the contract documents, includes ADA compliance work not graphically shown on the drawings.
3. Hazmat not indicated in the contract documents.
4. Removal and replacement of finishes, roofing, or concrete for structural upgrades, other than as shown on plans.
5. Repair to any existing conditions not expressly shown on the contract documents.
6. Roof demo/replacement in excess of original 3-ply roof system.
7. Evacuation and disposal of existing hydronic piping liquid if other than water filled system, excluding Freon in chillers.
8. All interior wall demo figured to be without plywood on walls, unless noted on plans as a shear wall.
9. Shading and security devices at skylights.
10. Any cost or delays due to concurrent work by District that is not shown on phasing schedule.
11. Removal and replacement of any deteriorated building components and not code compliant existing work of any kind including MEP, roof/wall plywood and framing, not specifically shown on documents.
12. Barnhart, Inc., shall not be responsible for any schedule and/or financial impacts as a result of untimely deletion or addition of work.
13. Barnhart, Inc., shall not be responsible for any schedule and/or financial impacts as a result of changes to or errors in the documents including delays in the responses to requests for information, the issuance of clarifications, architects supplemental information, color changes, bulletins, etc.
14. Double layer of asphalt and petro mats not shown in contract documents.
15. Any costs, delays or additional work, or repairs or damages caused by District Vendors, City Services of Utilities. Including but not limit to Padre Dam, SDG&E, Cox and AT&T.
16. Doors and hardware shown to remain that are in disrepair, faulty or are not functioning per the latest building codes will be brought to the District's attention for their maintenance department's action.
17. Not responsible to dispose or protect desks, tables, boxes, hooks, etc.. that are not evacuated in a timely manner; removal will be a change in work scope.

18. Any costs, delays or additional requirements caused by the Owner and/or Architect due to inadequate coordination with outside entities, (Local Fire Marshall, Architect, Consultants, SDG&E, Padre Dam, District's Moving Company, etc.,)
19. Excludes unforeseen soil conditions not identified in the soils report.
20. Relocation of utilities due to over excavation requirements.
21. Excludes material escalation and labor wage increases beyond the original completion date of 9/4/09.
22. Costs and/or delays for reprocurring or rebidding work due to subcontractors, vendors, suppliers, etc., not maintaining or holding their original bid price, up to the point of an executed subcontract agreement/change order and Spring 2010 start.
23. Trane cancellation charge. The District agrees to compensate Trane directly should the District determine that the remainder of the program will be cancelled.

EXHIBIT B to Amendment No. 1 to Eleventh Amendment

EXHIBIT A – SUBLEASE AGREEMENT, AMENDED

SCHEDULE OF SUBLEASE PAYMENTS

The term of this sublease for Phase IV – Hill Creek School Modernization of the Project shall commence on the date the term of the Site Lease commences for Phase IV – Hill Creek School modernization 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 (“Lease-Leaseback”) Agreement for Phase IV – Hill Creek School Modernization 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 IV – Hill Creek School for the Hill Creek School 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 for Lease-Leaseback 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 Five (5) months, commencing on the date of issuance of the Notice to Proceed for Phase IV – Hill Creek School Modernization 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.

BACKGROUND:

The Superintendent requests direction from the Board for a plan to dedicate the three new 10-classroom buildings at Carlton Hills, Carlton Oaks, and Rio Seco Schools and mark the grand opening of their newly modernized campuses. The following dates have been proposed by the school principals:

Carlton Hills: September 24
Carlton Oaks: September 17
Rio Seco: September 22

The bronze dedication plaques for each junior high have been ordered and will be installed prior to the proposed dates. The plaques recognizing the campus Modernization and the principals who led the

Board members indicated they would like the dedications to immediately precede a school wide open house event at each school. This would provide the opportunity for teachers and families to come together for the dedication and for all of the classrooms to be open to show parents the modernized classrooms and new junior high classrooms where their students are learning.

Some items administration requests direction on include:

- A potential guest list and
- A tentative agenda.

Draft invitations will be provided for the Board's review.

RECOMMENDATION:

The Superintendent recommends that the Board discuss and provide direction for a plan for the building dedications at Carlton Hills, Carlton Oaks, and Rio Seco.

This recommendation supports the following district goal:

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

FISCAL IMPACT:

Estimated expenses for these events would be approximately \$100 each.

STUDENT ACHIEVEMENT:

The new learning environments will contribute to increased student achievement, according to studies completed about improved lighting and learning environments.

Motion:		Second:		Vote:		Agenda Item E.1.1.
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Discussion and/or Action Item E.1.2. Learning Resource Centers/Library Media Centers: Technology Hardware and Wireless Infrastructure

Prepared by Dr. Patrick Shaw
August 18, 2009

BACKGROUND:

The purpose of the Learning Resource Centers (LRC) from our bond promise and our existing School Library/Media Centers is to be "learning centers" that provide an on-demand informational repository for K-8 students to research, explore and communicate in a global environment. These "learning centers" incorporate learning tools for the 21st century. A state-of-the-art wireless infrastructure provides the learning centers with digital tools that give students access to any time, any where, on-demand learning opportunities. Students are able to resource information through "safe" Internet sites in both individual and collaborative student learning configurations.

Presently four of the five Santee schools that have been modernized have Learning Resource Centers while the remaining five schools have Library/Media centers. In order to transform all nine of these "learning centers" into fully operational 21st century learning environments they should have a wireless infrastructure, projection device, and a minimum of twenty (20) mobile (laptop) computers. Meanwhile, each of the "learning centers" will be staffed with an Instructional Media Technician that can assist students and staff in resourcing information. In addition to wireless "learning centers," each school would also be a complete wireless learning environment.

Plans are underway for the 2009-2010 school year, for any current interested Library Media Clerk to receiving training in the necessary skills to demonstrate competency for Instructional Media Technician positions.

Administration is requesting that the Board allocate \$150,000 from the BAN, Bond Anticipation Note, to purchase wireless for each of our schools, 20 mobile (laptop) computers for each school's "learning center," a printer, and a projection device if needed. The scope of the request falls within the "Bond" guidelines and provides all Santee Schools the opportunity to move forward in technology with a 21st Century learning environment, especially for those schools waiting to be modernized. A wireless infrastructure can be installed, removed easily and reinstalled when a school is modernized.

In order to make this a total community effort administration will also seek donations and the financial collaboration of each school site to assist in this initiative. Each school would need to contribute between \$3000-\$6000 dollars in addition to the BAN contribution to bring this initiative to fruition.

If the Board approves the use of \$150,000 BAN for technology infrastructure and tools

for the "learning centers" along with the financial collaboration of each of the sites, administration will return at the first Board meeting in September of 2009 with a final cost breakdown for each site and request a final approval from the Board to implement this initiative. Dollars used for this initiative will not impact the General Operating Budget of the District.

RECOMMENDATION:

Administration recommends that the Board approve \$150,000 of BAN money to provide wireless infrastructure for each school, 20 mobile (laptop) computers, a printer and a projection device if necessary. The 20 mobile computers, printer and projection device is for each school's "learning center" (LRC or Library Media Center). Each school will also contribute approximately \$3000-\$6000 for this initiative depending on the need and cost at each individual site. Administration will also return at the first Board meeting in September of the 2009 school year with a more accurate cost for each site and seek final Board approval to implement this initiative.

This recommendation supports the following District Goals:

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

FISCAL IMPACT:

There will be no direct impact to the District's general fund. Funding for this initiative would come from the Bond Anticipation Note (BAN) and possible donations. Each Santee school will have the option to use some of their categorical funds to assist with this initiative. The total cost of this initiative for all 9 schools will be between \$180,000 and \$210,000. The BAN will support the initiative with \$150,000.

STUDENT ACHIEVEMENT IMPACT:

Having digital tools in the "learning centers" (LRC's or Library/Media Centers) and wireless capability throughout the school provides any where any time access for students to use tools for the digital age and achieve academic success as an information literate student.

Motion:

Second:

Vote:

Agenda E.1.2.

Discussion and/or Action Item E.3.1.
by Karl Christensen
August 18, 2009

Chet F. Harritt (Library Resource
Center/Multipurpose) and Pepper Drive
(Library Resource Center/Administration)
Design Options

BACKGROUND:

During the May 2, 2009 Capital Improvement Workshop, staff was asked to look at various design options and solutions for Chet F. Harritt School's Learning Resource Center placement on campus. In addition, staff has been working with Trittipio Architects on the Pepper Drive School Learning Resource Center modernization plans and 10-classroom addition. Provided to the Board of Education for review are preliminary conceptual plans (attached).

Chet F. Harritt School:

The proposed plans show placing the Learning Resource Center in the media center room. The small circular building in wing A and C will each be a classroom with support spaces needed and shown. To provide equality to schools, a future new multipurpose addition is shown in the location of the old handball court area to take advantage of the elevation change for the stage level and the lower level being the main room. Cost of the multipurpose addition is estimated at \$1.5 million - \$2 million.

Pepper Drive School:

In working with the site administrators for the needs at Pepper Drive School, and locating a new Learning Resource Center on campus, a new administrative library addition is proposed. Cost of the Learning Resource Center / Office is estimated at \$2 million. There could be a potential benefit for these proposed future projects to possibly receive future joint-use grants. Schematic plans are necessary to apply for grants. School plans need to be modified for the master planning of these additions.

RECOMMENDATION:

This item is for information and discussion only. Any action taken is always at the discretion of the Board of Education.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

If the long range master plan for Chet F. Harritt School would be to add a future multipurpose room addition, the impact to the Capital Improvement Program would be a \$1.5 to \$2 million increase depending on when it was constructed and possible economic inflation.

The Pepper Drive School new Learning Resource Center / Office would impact the Capital Improvement Program with an additional \$2 million increase, depending on when it was constructed and possible economic inflation.

These projects do not impact the General Fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.3.1.
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