

Consent Item D.3.1. Authorization to File Notice of Completion Documents  
 Prepared by Bill Clark (Cajon Park School Classroom Addition and Sycamore Canyon  
 January 20, 2009 Modernization)

**BACKGROUND:**

Notice of Completion documents to be filed with the County Recorder for the following contractors are listed below:

<b>PROJECT</b>	<b>CONTRACT AMOUNT</b>	<b>CONTRACTOR</b>
Phase 1 – Cajon Park School 20 Classroom Building	\$10,132,317	Douglas E. Barnhart, Inc.
Phase 1 – Sycamore Canyon School Modernization	\$4,919,550	Douglas E. Barnhart, Inc.

**RECOMMENDATION:**

It is recommended that the Board of Education authorize the filing of the Notice of Completion documents for the completed projects as listed above.

This item supports the following District goal:

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

**FISCAL IMPACT:**

The fiscal impact of the contracts listed above total \$15,051,867. The budget of the Capital Improvement Program is \$128.8 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 D.3.1.
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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 Harrill	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>	4,694,654	3,924,617	5,124,395	4,565,631	8,718,273	2,862,433	4,278,787	4,949,900	2,420,306	39,539,096
35-00	State School Facilities Fund	4,694,654	3,924,617	5,124,395	4,565,631	8,718,273	2,862,433	4,278,787	4,949,900	2,420,306	39,539,096
	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
	Supplemental Grant	1,300,000	-	-	-	1,300,000	-	-	-	-	2,600,000
	Ji use grant MP	374,399	458,917	476,781	440,302	476,781	237,340	332,366	476,781	-	3,273,867
	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	348,421	2,699,588
	Pepper Drive 2017 Mod	-	-	-	-	-	-	3,600,000	-	-	3,600,000
<b>Local</b>	<b>Local District Funding</b>	9,758,741	11,637,133	11,637,903	14,601,849	11,381,898	4,860,805	3,001,974	11,743,243	8,689,404	87,313,559
21-39	Bond Fund	5,937,876	11,257,015	10,565,444	8,221,553	8,240,836	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	-	2,441,263	1,231,833	17,072,387
	Bond Funds	3,500,000	8,386,818	6,717,963	4,930,351	4,300,000	690,260	-	4,986,158	3,188,441	36,700,012
	Ji 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	Lannar Developer Fees	-	-	-	-	-	-	1,790,636	-	-	1,790,636
25-03	Pardee Developer Fees	-	-	-	-	-	-	-	-	-	-
25-18	Other- All and Solar	400,000	20,000	-	600,000	400,000	-	-	-	-	1,420,000
25-38	Re-develop	-	-	-	-	-	-	-	-	-	-
25-40	COPS	3,421,865	360,118	1,072,459	5,780,096	2,641,062	-	-	3,027,827	3,696,573	20,000,000
06-00	OZAB	-	-	-	-	-	2,067,449	532,551	-	-	2,600,000
<b>TOTAL FUNDING</b>		<b>14,454,295</b>	<b>15,561,950</b>	<b>16,762,298</b>	<b>19,167,280</b>	<b>18,100,171</b>	<b>7,723,038</b>	<b>7,280,761</b>	<b>16,693,143</b>	<b>11,109,710</b>	<b>126,852,646</b>
<b>Expenditures</b>											
<b>A</b>	<b>Site Costs</b>	-	-	-	-	-	-	-	-	-	-
<b>B</b>	<b>Planning Costs</b>	1,148,284	1,362,754	1,469,616	1,550,557	1,487,890	761,914	717,502	1,461,152	2,434,290	12,363,859
6200-017	Architect/ Engineering Fees	830,176	1,048,940	1,137,798	1,217,169	1,111,798	658,076	520,808	1,131,020	2,170,394	9,726,179
	Addition- A&E Fees	152,308	390,159	384,618	605,896	152,844	157,155	152,308	379,737	562,155	2,936,881
	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	77,614	76,088	82,488	95,544	98,227	36,992	34,453	81,888	46,880	630,173
	0.66%	77,614	76,088	82,488	95,544	98,227	36,992	34,453	81,888	46,880	630,173
6200-230	CDE Plan Check Fees	4,304	4,219	4,574	5,298	5,447	2,051	1,911	4,541	2,600	34,946
	0.036%	4,304	4,219	4,574	5,298	5,447	2,051	1,911	4,541	2,600	34,946
6200-240	Preliminary Tests	58,798	57,642	62,491	37,224	74,414	28,024	26,100	62,037	67,758	474,488
	Asbestos Testing	-	-	-	-	-	-	-	-	-	-
	Surveys	29,399	28,821	31,245	23,024	37,207	14,012	13,050	31,018	17,758	226,536
	Soils	29,399	28,821	31,245	14,200	37,207	14,012	13,050	31,018	50,000	248,953
6200-250	Other Costs- Planning	177,391	175,865	182,265	195,322	188,004	136,770	134,230	181,666	146,658	1,528,173
	Reimbursables- Printing & Bidding .65%	77,614	76,088	82,488	95,544	98,227	36,992	34,453	81,888	46,880	630,173
	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>	13,560,613	12,896,250	13,962,940	16,178,440	16,576,102	6,370,389	6,007,108	13,863,955	7,974,390	107,389,287
6200-270	Main Building Contractor	11,759,648	11,526,409	12,498,128	14,476,332	14,882,820	5,604,889	5,220,098	12,407,322	7,103,082	95,480,738
	New Additions	5,180,849	5,180,849	5,101,889	8,636,594	8,636,594	1,810,102	1,810,102	5,031,959	-	38,161,194
	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
	Ji 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
	Ji Use Tech Lab	-	-	-	-	-	-	-	-	-	-
	Ji Use Multi Purpose Room	-	-	-	-	-	-	-	-	-	-
	Stitework Items	-	-	-	-	-	-	-	-	-	-
6200-272	Construction Management Fees / Reimb.	1,175,965	1,152,841	1,249,813	1,447,633	1,488,282	580,490	522,010	1,240,732	710,308	9,548,074
	General Cond. Bonds and Insurance 5.5%	646,781	834,063	687,397	796,198	818,555	308,269	287,105	682,403	390,670	5,251,441
	CM Fees 4.5%	529,184	518,778	562,416	651,435	669,727	252,220	234,904	558,330	319,639	4,296,633
6200-176	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	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	43,820	50,000	50,000	110,000	60,000	36,000	519,820
	Padre Water / Helix	30,000	30,000	30,000	30,855	30,000	30,000	30,000	30,000	30,000	270,855
	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>	176,395	172,926	187,472	217,145	223,242	84,073	78,301	186,110	106,546	1,432,211
6200-280	Conat. Testing & HAZMAT Monitoring	176,395	172,926	187,472	217,145	223,242	84,073	78,301	186,110	106,546	1,432,211
	1.5%	176,395	172,926	187,472	217,145	223,242	84,073	78,301	186,110	106,546	1,432,211
<b>E</b>	<b>Construction Inspection Costs</b>	127,598	203,000	188,000	207,000	180,828	68,049	64,201	126,000	50,000	1,174,675
6200-290	Inspection	127,598	203,000	188,000	207,000	180,828	68,049	64,201	126,000	50,000	1,174,675
	IOR	117,598	191,000	155,000	195,000	148,828	56,049	52,201	114,000	38,000	1,088,675
	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
6400-496	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>	542,552	747,895	810,804	939,138	745,600	363,612	338,648	804,913	460,805	5,753,967
6200-099	Project Contingency	542,552	747,895	810,804	939,138	745,600	363,612	338,648	804,913	460,805	5,753,967
	Contingency of Main Bldg. Contractor	542,552	747,895	810,804	939,138	745,600	363,612	338,648	804,913	460,805	5,753,967
<b>TOTAL EXPENDITURES</b>		<b>15,630,440</b>	<b>15,457,825</b>	<b>16,673,632</b>	<b>19,167,281</b>	<b>19,268,963</b>	<b>7,723,037</b>	<b>7,280,760</b>	<b>16,516,229</b>	<b>11,101,032</b>	<b>128,619,099</b>
<b>ENDING BALANCE</b>		<b>(1,176,145)</b>	<b>104,126</b>	<b>88,466</b>	<b>-</b>	<b>(1,168,491)</b>	<b>-</b>	<b>-</b>	<b>176,914</b>	<b>8,679</b>	<b>(1,966,453)</b>
<b>Additional Cost for 10 CR Bldg. vs. 5 CR Bldg.</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,481,454</b>	<b>-</b>	<b>-</b>	<b>4,481,454</b>



# Santee School District

**SCHOOLS:**

- Cajon Park
- Carhon Hills
- Carlton Oaks
- Chet F. Harritt
- Hill Creek
- Pepper Drive
- Prospect Avenue
- Rio Seco
- Sycamore Canyon
- Alternative
- Success Program

Santee School District  
 9625 Cuyamaca Street  
 Santee, CA 92071

**Date:** March 11, 2008

## NOTICE TO PROCEED WITH CONSTRUCTION

**Contractor Name & Address:** Douglas E. Barnhart, Inc.  
 10760 Thornmint Road  
 San Diego, CA 92127  
 Attn: Mr. Eric Stenman, President  
 Phone Number: (858) 385-8200  
 Fax Number: (858) 385-8201

**Project:** Phase 1-Cajon Park School 20 Classroom Building  
 Santee School District

Mr. Stenman, Congratulations on being awarded the Contract for the construction of the above Project. This letter shall serve as your notice to proceed.

Work shall commence on Tuesday, March 18, 2008 and be fully completed within the Contract time stipulated in the Construction Services Agreement for Lease-Leaseback. The completion date is Wednesday, December 31, 2008.

**Other Special Notices or Instructions:**

The District is authorized to direct Douglas E. Barnhart to proceed with the work as the project cost, determined from the Guaranteed Maximum Price (GMP) provided to the District by Barnhart on March 11, 2008, is less than the budget defined in the Construction Services Agreement for Lease-Leaseback approved at the February 2, 2008 board meeting.

**Contract Amount (GMP): \$10,132,317**

The District shall ratify the and approve the contract amendment one (1) defining the GMP for the Cajon Park classroom addition of the Construction Services Agreement for Lease-Leaseback at the April 1, 2008 School Board Meeting.

**DISTRICT:**

By Bill Clark Date: 3/12/08  
 Bill Clark, Assistant Superintendent, Business Services

BOARD OF EDUCATION · Dan Bartholomew, Dustin Burns, Allen Carlisle, Dianne El-Hajj, Barbara Ryan  
 DISTRICT SUPERINTENDENT · Lisbeth Johnson, Ed.D.

9625 Cuyamaca Street · Santee, California 92071-2674 · (619) 258-2300



# Santee School District

**SCHOOLS:**

Cajon Park  
Carlton Hills  
Carlton Oaks  
Chet F. Harritt  
Hill Creek  
Pepper Drive  
Prospect Avenue  
Rio Seco  
Sycamore Canyon  
Alternative  
Success Program

Santee School District  
9625 Cuyamaca Street  
Santee, CA 92071  
Date: May 16, 2008

**NOTICE TO PROCEED WITH CONSTRUCTION**

**Contractor Name & Address:** Douglas E. Barnhart, Inc.  
10760 Thornmint Road  
San Diego, CA 92127  
Attn: Mr. Eric Stenman, President  
Phone Number: (858) 385-8200  
Fax Number: (858) 385-8201

**Project:** Phase 1-Sycamore Canyon School Modernization  
Santee School District

**This letter shall serve as your Notice to Proceed with Base Bid, Addendum 1 & 2, Alternate 1**

Work shall commence on **Tuesday, June 17, 2008** and be fully completed per the phasing plan approved on February 2, 2008 and within the Contract time stipulated in the Construction Services Agreement for Lease-Leaseback. The completion date is **Wednesday, December 24, 2008**.

**Other Special Notices or Instructions:**

The District is authorized to direct Douglas E. Barnhart, Inc. to proceed with the work as the project cost, determined from the Preliminary Guaranteed Maximum Price (PGMP) provided to the District by Barnhart on May 15, 2008, is less than the budget defined in the Construction Services Agreement for Lease-Leaseback approved at the February 2, 2008 board meeting.

**Preliminary Contract Amount (PGMP): \$4,919,550**

Amount include 3.5% builder's contingency. Owner contingency and the 10% contractor's fee and insurance is in addition to the values above and is not included. This does not include any Building G work other then a \$100,000 allowance for Mechanical/Electrical upgrades. Alternate 2, 3, 4, 5, 6, 7, & 8 and unit pricing not included in PGMP amount.

Barnhart shall provide the Contract Amount: Guaranteed Maximum Price (GMP) on May 30, 2008 after completion of scoping meetings with Architect, District, and Subcontractors.

The District shall ratify and approve the Amendment to the Construction Services Agreement for Lease-Leaseback, Site Lease, and Sublease Agreements, defining the GMP for the Sycamore Canyon School Modernization, at the June 3, 2008 School Board Meeting.

**DISTRICT:**

By Bill Clark  
Bill Clark, Assistant Superintendent, Business Services

Date: 5/16/08

BOARD OF EDUCATION · Dan Bartholomew, Dustin Burns, Allen Carlisle, Dianne El-Hajj, Barbara Ryan  
DISTRICT SUPERINTENDENT · Lisbeth Johnson, Ed.D.

9625 Cuyamaca Street · Santee, California 92071-2674 · (619) 258-2300

Consent Item D.3.2.  
Prepared by Bill Clark  
January 20, 2009

Amendment to Resolution #0809-22 to Pursue and Obtain New Construction Grant Eligibility for Classroom Additions at Cajon Park, Carlton Hills, Carlton Oaks, Rio Seco, Pepper Drive, Chet F. Harritt, and Hill Creek Schools

**BACKGROUND:**

The District currently qualifies for new construction funding from the State for unhoused K-6 and SDC students. The District wishes to transfer this unhoused pupil eligibility to the 5-8 grade expansion projects planned at seven schools. At its December 16, 2008 meeting the Board adopted Resolution #0809-22 to request new construction grant eligibility determined at a different grade level than originally allowed. The State Office of Public School Construction has advised the District to amend Resolution #0809-22 to state that, "the District certifies that it will utilize higher district loading standards within the approved district's teacher contract and which do not exceed 33:1 per classroom, as described in the District's Excess Grant Usage Plan."

**RECOMMENDATION:**

It is recommended that the Board of Education adopt the amended Resolution #0809-22 to use the K-6 grants and SDC grants within the new classroom additions for 5-8 grades: 18-classroom additions at Cajon Park, and 10-classroom additions at Carlton Hills, Carlton Oaks, Rio Seco, Pepper Drive, Chet F. Harritt, and Hill Creek schools.

This item supports the following District goal:

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

**FISCAL IMPACT:**

Matching funds from the State of California for expansion projects based on State per pupil rates amounts to approximately \$6,300,000.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item D.3.2.
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**RESOLUTION #0809-22 OF THE BOARD OF EDUCATION  
OF THE SANTEE SCHOOL DISTRICT  
REGARDING USE OF NEW CONSTRUCTION GRANT FUNDS**

**AMENDED**

**WHEREAS**, the Santee School District (District) received State funds to provide school facilities for the projected unhoused pupils at the Santee School (Unhoused Pupil Project);

**WHEREAS**, California Code of Regulations Section 1859.77.3 permits a district to request new construction grant eligibility determined at a different grade level than the proposed project that does not exceed the capacity of a project, unless the project includes a request based on loading standards pursuant to Education Code Section 17071.25(a)(2) and any loading standards adopted by the State Allocation Board;

**WHEREAS**, the Santee School District (District) seeks to request new construction grant eligibility determined at a different grade level than the originally proposed Unhoused Pupil Project, to be used for the 18-classroom addition at Cajon Park School and 10-classroom addition projects at Carlton Hills, Carlton Oaks, Rio Seco, Pepper Drive, Chet F. Harritt, and Hill Creek;

**WHEREAS**, the District acknowledges that funds for the purposes of housing the excess pupils at the K-6 grades in Santee School District are being diverted to the 5-7 grade planned projects;

**WHEREAS**, the District acknowledges that the State has satisfied its obligation, pursuant to California Code of Regulations Section 1859.50, to house the pupils receiving grants for the Unhoused Pupil Project;

**WHEREAS**, the District plans to house the pupils receiving grants for the Unhoused Pupil Project in school buildings as defined in Education Code section 17368;

**WHEREAS**, the District certifies that it will utilize higher district loading standards within the approved district's teacher contract and which do not exceed **33:1** per classroom, as described in the District's Excess Grant Usage Plan.

**NOW, THEREFORE**, the Governing Board directs the Superintendent or his designee to pursue and obtain new construction grant eligibility for purposes consistent with this Resolution.

I hereby certify the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the Board at a meeting held on the 20th day of January, 2009 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA )  
                                  ) SS  
COUNTY OF SAN DIEGO )

I, Barbara Ryan, Clerk of the Board of Education, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

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Clerk of the Board of Education

Discussion and/or Action Item E.2.4. Approval of Agreement with Marks, Golia & Finch,  
Prepared by Bill Clark LLP for Legal Services Representation  
January 20, 2009

**BACKGROUND:**

Administration requests authorization to enter into a retainer agreement with Marks, Golia & Finch, LLP for legal representation. The firm has been providing quality legal services to the construction industry since 1987, and is known for its professional excellence as well being included in the exclusive Matindale-Hubbell Bar Register of preeminent construction and labor/employment lawyers.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the retainer agreement with Marks, Golia & Finch, LLP for legal representation.

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:**

An agreement for legal representation with Marks, Golia & Finch, LLP for services to be provided on an as-needed basis will be funded from the Capital Improvement Program budget and will be up to \$375 per hour. The budget of the Capital Improvement Program is \$128.8 million for nine (9) school modernizations. See attached retainer agreement.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.4.
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ROBERT J. MARKS  
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JEFFREY B. BAIRD  
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**MARKS, GOLIA & FINCH, LLP**

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\* OF COUNSEL

+ OF COUNSEL via  
MERRILL, SCHULTZ &  
BENNETT, LTD.

OUR FILE NUMBER

December 15, 2008

1331.001

Mr. Bill Clark  
Assistant Superintendent  
Santee School District  
9625 Cuyamaca Street  
Santee, California 92071

Re: Retainer Agreement for Representation of Santee School District

Dear Mr. Clark:

We appreciate the decision of Santee School District (the "District") to retain Marks, Golia & Finch, LLP. Please forgive the formality of this letter but section 6148 of the California Business and Professions Code requires that we have a written agreement. The purpose of this letter is to comply with that statute and to set forth the terms of our representation.

1. Description Of Representation And Services. The District has retained Marks, Golia & Finch, LLP
2. Fees To Be Charged. Our fees will be billed on the basis of time expended at the hourly billing rates of the attorneys, law clerks and paralegals involved. At the present time, our rates vary from \$155.00 to \$375.00 per hour for attorneys, \$65.00 to \$135.00 for law clerks and \$50.00 to \$65.00 for paralegals. My current rate is \$350.00 per hour. These hourly rates are subject to change in the future and typically increase in September of each year. We bill in one-tenth of an hour increments. In order to deliver cost-effective services, when practical, work will be assigned to other qualified attorneys, law clerks or paralegals with either billing rates lower than mine or some specialized knowledge beneficial to the District.
3. Costs And Expenses. We also charge for expenses and costs necessarily incurred to perform our services. Examples of these are Secretary of State fees, California Department of Corporations fees, court filing fees, service of process fees, deposition court reporter and transcript costs, etc. It is our policy to not charge for minor

everyday expenses such as photocopies, postage, facsimiles, mileage, phone expenses, etc., unless these expenses become beyond the ordinary. For example, extra large reproductions or photocopying large quantities of documents for discovery, depositions or trial exhibits, etc., may become costly and we will bill for such expenses.

4. Services Of Experts/Consultants. It may become necessary to employ experts or consultants to assist in resolving a matter. We will obtain your approval for the retention of any such consultants or experts, and you may instruct us in writing at any time to terminate their services. The fees of experts and consultants will be in addition to the fees and costs charged for our services. In most circumstances, we will have the experts or consultants bill the District directly.

5. Client Responsibilities. We have two primary requests of our clients: (1) that we are kept informed of all information you obtain or discover regarding a matter for which we are retained; and (2) we receive timely payment for our services and advances. In this regard, we invoice monthly and expect payment within 20 days. As security for the payment of our invoices, the District grants us a lien upon any sums recovered (or which the District is entitled to recover) including any funds in our client trust account. This lien is in addition to our equitable lien rights.

6. Potential Conflicts Of Interest. Representation by us in a particular matter is contingent upon clearance of all conflicts of interest checks. The California Rules of Professional Conduct provide in pertinent part as follows:

Rule 3-310(C):

“We shall not, without the informed written consent of each client: [¶]...[¶] (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.”

Rule 3-310(E):

“We shall not accept employment adverse to a client or former client where, by reason of the representation of the client or former client, the member has obtained confidential information material to the employment except with the informed written consent of the client or former client.”

Here, as discussed at our initial meeting, we represent many contractors, and our livelihood depends on our continuing ability to represent clients in numerous legal matters. In order to preserve our ability to represent clients in legal matters that arise in the future, including matters which may be directly adverse to the District, by signing this agreement, the District agrees we may terminate our representation of the District at any time if the District or another of our clients refuses to sign a concurrent representation conflict waiver required by Rule 3-310(C)(3). Similarly, in any matter in which we may

be adverse to the District, the District agrees we may represent the client adverse to the District unless the District makes an affirmative showing we obtained confidential information from the District by virtue of our representation of the District which could be used against the District in the case in which a conflict is claimed. Before consenting to our representation on these terms, we recommend you consult with counsel.

7. Disclaimer Of Guarantees. It is impossible for us to make any guarantees regarding the successful termination of a matter and all expressions relative to the merits of the District's positions are only matters of our opinion and do not constitute a guarantee of a particular result.

8. Client Contact. It is our practice to furnish our clients with copies of all important pleadings and/or correspondence and to give verbal or written status reports from time to time concerning the progress of our representation. We encourage you to contact us if you have any questions concerning the status of our representation.

9. Termination Or Withdrawal. The District has the right to terminate our services at any time. We may withdraw from representation upon reasonable written notice to enable the District to secure other counsel due to: (1) the dissolution of our firm; (2) the discovery of evidence that your claim, suit or position lacks merit; (3) your non-cooperation or material breach of this agreement; and/or (4) the discovery of an irreconcilable conflict of interest. In the event of termination or withdrawal, we may make and retain a duplicate file, and the District agrees to pay for all costs of duplicating and transferring the files. Similarly, if at any time, during or after our representation, the District requests its client files, the District agrees we may make and retain a duplicate file, and the District agrees to pay for all costs of duplicating and transferring said files.

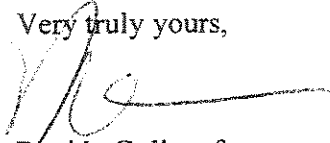
10. Arbitration. Any dispute relating to fees and costs due pursuant to this agreement shall, at the District's discretion and upon timely demand, be submitted to binding arbitration before the San Diego County Bar Association pursuant to California Business and Professions Code section 6200, et seq., or should that organization decline to arbitrate the dispute, before the State Bar of California pursuant to California Business and Professions Code section 6200, et seq.

Subject to the foregoing requirements of California Business and Professions Code section 6200, et seq., any controversy or claim arising out of or relating to this agreement shall be resolved by binding arbitration before the American Arbitration Association by a single arbitrator in San Diego, California, in accordance with the Commercial Rules of the American Arbitration Association prevailing at the time of the arbitration and judgment on the award may be entered in any court having jurisdiction. The right to appeal from the arbitrator's award, any judgment entered, or any order made is expressly waived.

Mr. Bill Clark  
December 15, 2008  
Page 4 of 4

11. Conclusion. To confirm this letter accurately reflects our complete and mutual understanding as to the terms of our agreement, please date, sign and return an original agreement in the enclosed addressed and stamped envelope. A duplicate original is enclosed for you. Thank you for the opportunity to be of service.

Very truly yours,



Davide Golia, of  
MARKS, GOLIA & FINCH, LLP

Enclosures

DXG:smt/DXG49661

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**AUTHORIZATION AND CONSENT:**

I have read and understand this retainer agreement, and understand I may seek independent counsel before signing this agreement. I agree to the above terms.

Santee School District

Signature: Bill Clark

Printed Name: Bill Clark

Title: CR

Dated: 12/22/08

Marks, Golia & Finch, LLP is authorized to accept direction as to the representation of the District from the following individuals:

Dr. Lisa Johnson

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## MARKS, GOLIA & FINCH, LLP

P. RANDOLPH  
FINCH JR.

DAVIDE  
GOLIA

ROBERT J.  
MARKS

JASON R.  
THORNTON

Marks, Golia & Finch, LLP fulfills the legal needs of the construction industry from the boardroom to the courtroom.

MARKS, GOLIA & FINCH, LLP HAS SERVED the construction industry since 1987, representing prominent contractors throughout the state. The firm's clients include many of the ENR Top 500 contractors, including several from the Top 10 in specialty categories. But, the firm prides itself on its ability to cater to the needs of the largest and smallest companies. From bid protests to claim resolution, new entity formation to transfer/dissolutions, wage-and-hour disputes to union activity, and site development to litigation—the firm has its clients covered, and its depth of knowledge helps make their businesses more successful. The firm has received the AV rating from Martindale-Hubbell® and is listed in *The Bar Register of Preeminent Lawyers* in construction and labor/employment law.

Attorneys P. Randolph Finch Jr., Davide Golia, Robert J. Marks and Jason R. Thornton are named in this edition of *Super Lawyers*®, with Golia and Marks named to the Top 50. Finch, Golia, Marks and Thornton were also named in the 2007 inaugural edition of *Southern California Super Lawyers - San Diego Edition*.

The firm is an active member of the Associated General Contractors of America, San Diego Chapter Inc.

MARKS, GOLIA & FINCH, LLP  
3900 Harney St., First Floor  
San Diego, CA 92110  
PH: (619) 293-7000 • FX: (619) 293-7362  
mgflp.com

# Overview

Since 1987, the firm has been providing quality legal services to the construction industry. In the beginning, the firm's focus was representation of construction industry clients. However, the firm has steadily expanded its practice to meet client needs. As a result of developing its practice in the areas required to service the broad needs of the construction industry, the firm's practice expanded beyond the construction industry and now includes the areas of business and commercial litigation, business and commercial transactions, labor and employment law, insurance defense, insurance coverage, government and regulatory law, real estate, intellectual property, personal injury, and trusts and estates. The firm serves as general counsel to many of its clients.

The firm is committed to provide the best possible service to its clients in all areas. This goal is a focus in hiring new attorneys and in all facets of the firm's practice. The firm's successful representation of clients is reflected by the firm representing many clients continuously since the year the firm was founded, and being regularly called upon by the Associated General Contractors of America, and other industry organizations and their members for legal advice, guidance and representation.

As its clients have expanded into other parts of the state and country, so has the firm's practice. The firm has litigated cases throughout California, Arizona, Nevada and in Washington D.C., and has attorneys admitted to practice in the state courts of California, Colorado, Florida, Nebraska, Pennsylvania, New Jersey, New York, Texas and Virginia, and numerous federal courts throughout the country. The firm has also structured cross-border business transactions and represents several Canadian based businesses. Regardless of venue, the firm's practice has been and will remain quality legal representation.

Marks, Golia & Finch, LLP has received Martindale-Hubbell's highest rating in recognition of the firm's professional excellence and highest level of skill and integrity, and the firm is listed in the exclusive Martindale-Hubbell Bar Register of preeminent Construction and Labor/Employment lawyers.



AV



**MARKS  
GOLIA  
FINCH**

3900 Harney Street, 1st Floor, San Diego, CA 92110

619-293-7000

[www.mgflp.com](http://www.mgflp.com)

**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 Herriott	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>	4,694,554	3,924,817	5,124,395	4,565,631	6,718,273	2,862,433	4,278,787	4,949,900	2,426,306	39,539,096
35-00	State School Facilities Fund	4,694,554	3,924,817	5,124,395	4,565,631	6,718,273	2,862,433	4,278,787	4,949,900	2,426,306	39,539,096
	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
	Supplemental Grant	1,300,000	-	-	-	1,300,000	-	-	-	-	2,600,000
	Ji use grant MP	374,399	458,917	476,781	440,302	476,781	237,340	332,366	476,781	-	3,273,667
	Ji use grant library	-	-	514,832	-	507,149	-	-	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	2,699,588
	Pepper Drive 2017 Mod	-	-	-	-	-	-	3,600,000	-	-	3,600,000
<b>Local</b>	<b>Local District Funding</b>	9,759,741	11,637,133	11,637,903	14,801,649	11,381,898	4,860,805	3,001,974	11,743,243	8,689,404	87,313,550
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	61,502,914
	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	8,286,818	8,717,963	4,930,351	4,300,000	690,280	-	4,986,158	3,188,441	36,700,012
	Ji Use Match	524,519	780,958	1,293,854	742,343	1,285,962	983,761	678,787	1,287,975	572,556	7,730,515
25-01	Barratt Developer Fees	-	-	-	-	-	-	-	-	-	-
25-02	Lennar Developer Fees	-	-	-	-	-	-	1,790,636	-	-	1,790,636
25-03	Pardee Developer Fees	-	-	-	-	-	-	-	-	-	-
25-18	Other- All and Solar	400,000	20,000	-	600,000	400,000	-	-	-	-	1,420,000
25-38	Re-develop	-	-	-	-	-	-	-	-	-	-
25-40	COPS	3,421,865	360,118	1,072,459	5,780,096	2,641,062	-	-	3,027,627	3,696,573	20,900,000
06-00	OZAB	-	-	-	-	-	2,067,449	532,551	-	-	2,600,000
<b>TOTAL FUNDING</b>		<b>14,454,295</b>	<b>15,561,950</b>	<b>16,762,298</b>	<b>19,167,280</b>	<b>18,100,171</b>	<b>7,723,038</b>	<b>7,280,761</b>	<b>16,693,143</b>	<b>11,109,710</b>	<b>126,852,648</b>
<b>Expenditures</b>											
<b>A</b>	<b>Site Costs</b>	-	-	-	-	-	-	-	-	-	-
<b>B</b>	<b>Planning Costs</b>	1,148,284	1,382,754	1,469,816	1,560,557	1,487,890	781,914	717,502	1,461,152	2,434,290	12,393,959
6200-017	Architect/ Engineering Fees	830,176	1,048,840	1,137,798	1,217,169	1,111,798	558,076	520,808	1,131,020	2,170,394	9,726,179
	Adition- A&E Fees	152,308	390,159	394,618	605,696	152,844	157,155	152,308	379,737	582,155	2,936,981
	Modernization- A&E Fees	677,868	658,780	753,180	611,474	858,954	400,921	368,500	751,283	1,608,239	6,789,198
6200-220	DSA Plan Check Fees	77,614	76,088	82,488	95,544	98,227	36,992	34,453	81,888	46,880	630,173
	0.66%	77,614	76,088	82,488	95,544	98,227	36,992	34,453	81,888	46,880	630,173
6200-230	CDE Plan Check Fees	4,304	4,219	4,574	5,298	5,447	2,051	1,911	4,541	2,600	34,946
	0.036%	4,304	4,219	4,574	5,298	5,447	2,051	1,911	4,541	2,600	34,946
6200-240	Preliminary Tests	58,798	57,642	62,491	37,224	74,414	28,024	28,100	62,037	67,758	474,486
	Asbestos Testing	-	-	-	-	-	-	-	-	-	-
	Surveys	29,399	28,821	31,245	23,024	37,207	14,012	13,050	31,018	17,758	226,535
	Soils	29,399	28,821	31,245	14,200	37,207	14,012	13,050	31,018	50,000	248,953
6200-250	Other Costs- Planning	177,391	175,865	182,265	195,322	198,004	136,770	134,230	181,666	146,658	1,528,173
	Reimbursables- Printing & Bidding .66%	77,614	76,088	82,488	95,544	98,227	36,992	34,453	81,888	46,880	630,173
	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>	13,560,613	12,898,260	13,062,940	16,178,440	16,576,102	6,370,389	6,007,108	13,863,055	7,974,390	107,389,287
6200-270	Main Building Contractor	11,759,648	11,528,409	12,498,128	14,476,332	14,882,820	5,604,899	5,220,098	12,407,322	7,103,082	95,480,738
	New Additions	5,559,648	5,180,849	5,101,689	8,636,594	8,636,594	1,810,102	1,810,102	5,031,959	-	36,161,194
	Modernization	6,199,999	6,347,560	7,396,439	5,839,738	6,246,226	3,794,797	3,410,000	7,375,363	7,103,082	58,999,544
	Ji Use Library / Tech	-	1,207,648	1,079,154	1,142,758	2,339,267	1,670,693	480,000	1,292,873	1,870,893	11,252,764
	Ji Use Tech Lab	-	-	-	-	-	-	-	-	-	-
	Ji Use Multi Purpose Room	-	-	-	-	-	-	-	-	-	-
	Sitework Items	-	-	-	-	-	-	-	-	-	-
6200-272	Construction Management Fees / Reimb.	1,175,955	1,152,841	1,249,813	1,447,833	1,488,282	560,490	522,010	1,240,732	710,308	9,548,074
	General Cond. Bonds and Insurance 5.5%	646,781	634,063	687,397	790,196	818,555	308,289	287,105	662,403	390,670	5,251,441
	CM Fees 4.5%	529,184	518,778	562,416	651,438	669,727	252,201	234,904	558,330	319,639	4,296,633
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	-	-	-	-	-	-	-	-	-	-
	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
	Padrs 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
<b>D</b>	<b>Construction Testing Costs</b>	176,395	172,926	187,472	217,145	223,242	84,073	78,301	186,110	106,546	1,432,211
6200-280	Const. Testing & HAZMAT Monitoring	176,395	172,926	187,472	217,145	223,242	84,073	78,301	186,110	106,546	1,432,211
	1.5%	176,395	172,926	187,472	217,145	223,242	84,073	78,301	186,110	106,546	1,432,211
<b>E</b>	<b>Construction Inspection Costs</b>	127,596	203,000	168,000	207,000	160,828	68,049	64,201	126,000	50,000	1,174,675
6200-290	Inspection	127,596	203,000	168,000	207,000	160,828	68,049	64,201	126,000	50,000	1,174,675
	ICR	117,596	191,000	156,000	195,000	148,828	56,049	52,201	114,000	38,000	1,088,675
	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>	542,552	747,895	810,804	939,138	745,600	363,612	338,648	804,913	460,805	5,753,967
6200-099	Project Contingency	542,552	747,895	810,804	939,138	745,600	363,612	338,648	804,913	460,805	5,753,967
	Contingency of Main Bldg. Contractor	542,552	747,895	810,804	939,138	745,600	363,612	338,648	804,913	460,805	5,753,967
<b>TOTAL EXPENDITURES</b>		<b>16,630,440</b>	<b>15,457,825</b>	<b>16,673,832</b>	<b>19,167,281</b>	<b>19,268,663</b>	<b>7,723,037</b>	<b>7,280,760</b>	<b>16,516,229</b>	<b>11,101,032</b>	<b>128,819,099</b>
<b>ENDING BALANCE</b>		<b>(1,176,145)</b>	<b>104,126</b>	<b>88,466</b>	<b>-</b>	<b>(1,168,491)</b>	<b>-</b>	<b>-</b>	<b>176,914</b>	<b>8,679</b>	<b>(1,966,453)</b>
<b>Additional Cost for 10 CR Bldg. vs. 5 CR Bldg.</b>								4,481,454			4,481,454

**BACKGROUND:**

During these difficult fiscal times, the Facilities & Modernization department would like to share good news and successes whenever possible.

San Diego Gas & Electric Company (SDG&E) offers incentive monies for construction projects utilizing energy-efficient lighting and mechanical equipment. District staff and the design team have worked closely with SDG&E representatives on our school designs and the final plans have been submitted to SDG&E for an energy design audit and review. The incentive amounts for all Capital Improvement Program (CIP) projects are \$687,042. Upon construction completion, 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.

<u>Contract #</u>	<u>Project Name</u>	<u>Total Incentive</u>	<u>kW</u>	<u>kWh</u>	<u>Th</u>
63340	Cajon Park Modernization	\$69,259.00	164.6	256,002	361
63341	Carlton Hills Modernization	\$60,182.00	102.3	201,213	181
63411	Carlton Hills Ten Classroom Building	\$35,994.00	66.2	107,795	74
63343	Carlton Oaks Modernization	\$94,474.00	190.4	286,447	69
63412	Carlton Oaks Ten Classroom Building	\$33,374.00	63.9	100,099	124
6XXXX	Chet F. Harritt Modernization	\$86,181.00	198.7	252,920	1,470
6XXXX	Hill Creek Modernization	\$94,774.00	200.8	288,252	-87
63342	Rio Seco Modernization	\$92,761.00	194.8	279,598	462
63410	Rio Seco Ten Classroom Building	\$35,497.00	61.5	106,597	-57
63344	Sycamore Canyon Modernization	\$84,546.00	172.8	258,006	-51
Totals		<b>\$687,042.00</b>	<b>1,416</b>	<b>2,136,929</b>	<b>2,546</b>

The annual kW savings of 1,416 kW is the real promise of the CIP program.

**RECOMMENDATION:**

It is recommended that the Board of Education authorize the acceptance of design incentives from SDG&E and use of the moneys in the continuation of CIP projects to meet the long range energy savings goals of the District.



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 incentive funds of \$687,042 will be applied, with Board approval, towards the reduction of energy expenses and the reduction of kW usage for reduction of energy usage.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.3.1.
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Discussion and/or Action Item E.3.3.  
Prepared by Bill Clark  
January 20, 2009

Approval of Trittippo Architect for Architectural  
Services to Complete Phase II Schools

**BACKGROUND:**

At its October 7, 2008 meeting, the Board of Education approved Trittippo Architecture and Planning for architectural services to support the District's Capital Improvement Program and a memorandum of understanding (MOU) between the District and Trittippo was approved.

District legal counsel reviewed and approved the contractual agreement which replaced the MOU with Trittippo. The new contract has received careful review from Tony Fulton (Bond Performance Auditor), Tim Garfield (District legal counsel), Eric Hall and Associates (Facilities consultant), and the San Diego County Office of Education.

On November 4, 2008 the Board approved Trittippo Phase I fees of \$1,056,912. Administration is returning to request Board authorization to proceed with Trittippo Phase II work estimated at a total of \$2,540,763.52.

**RECOMMENDATION:**

It is recommended that the Board of Education approve Phase II work with Trittippo Architecture and Planning for an estimated total of \$2,540,763.52.

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:**

Architect fees for Phase II (four school projects) total \$2,540,763.52, plus reimbursable costs are within the Capital Improvement Program budget. The budget of the Capital Improvement Program is \$128.8 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.3.3.
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