

Consent Item E.3.2. Authorization to File Notice of Completion Documents
 Prepared by Bill Clark (Cajon Park, Carlton Oaks, and Rio Seco Schools Modernization)
 April 21, 2009

BACKGROUND:

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

PROJECT	CONTRACT AMOUNT	CONTRACTOR
Phase 1 – Cajon Park School Modernization	\$6,744,897	Douglas E. Barnhart, Inc.
Phase 1 – Carlton Oaks School Modernization	\$8,542,887	Douglas E. Barnhart, Inc.
Phase 1 – Rio Seco School Modernization	\$8,518,545	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 \$23,806,329. 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.3.2.
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Consent Item E.3.3. Approval/Ratification of Amendment #3 of Cor-O-Van Moving
Prepared by Bill Clark Contract
April 21, 2009

BACKGROUND:

On May 6, 2008 the Board of Education approved the award of the #2007/08-07-001, Furniture & Equipment Moving and Storage agreement at various sites. The GMP Contract to Cor-O-Van was for an amount not to exceed \$114,784.00. This contract met the District's requirements for furniture and equipment moves and storage associated with Phase 1 summer modernization efforts at Rio Seco School, Carlton Hills School, Carlton Oaks School, Sycamore Canyon School and Phase 2 at Cajon Park School only. It did not meet our move and storage needs for the remaining phases at each of these schools.

Amendment #2 by Cor-O-Van was approved by the Board on August 5, 2008 for all work necessary for the Furniture & Equipment Moving and Storage for an additional GMP of \$57,950 for winter 2008/2009 moves, for a total GMP of \$200,034.

An amendment #3 is needed for work performed by Cor-O-Van to date for spring moves of \$37,761, from January through April. Additional final moves, including Library moves and 10-classroom move costs, are not to exceed the amount of \$40,408.

The District is now in need of identifying a way to accomplish further moves of furniture and equipment for the modernization and new construction at Phase 2 schools which will occur during summer 2009. As an immediate remedy, the existing contract has a mechanism which allows for additional increases in the GMP to be negotiated. Cor-O-Van will price this work for summer Phase 2 school moves which will be brought to the Board at the May 2, 2009 Capital Improvement Program Facilities Board Workshop.

Staff has identified cost saving measures for Phase 2 projects through the purchase of Library carts and cargo containers for interim moves and needs that will reduce the moving of future phases with a better cost benefit to the district in life cycle cost analysis.

RECOMMENDATION:

Administration recommends an extension of the existing contract with Cor-O-Van to meet the move and storage requirements for modernization and new construction as described above.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The fiscal impact of an additional move for Phase 1 work is \$78,169 and if approved, the contract will be amended as Amendment #3 for this amount. Amendment #3 will be funded through the Capital Improvement Program revenue sources. Phase 2 move costs will be brought forth to the Board of Education at its May 2, 2009 Facilities Workshop.

STUDENT ACHIEVEMENT IMPACT:

Strong, positive relationships exist between overall facilities conditions, a positive learning environment that supports student wellness, and student achievement.

Motion:		Second:		Vote:		Agenda Item E.3.3.
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Office Moving Agreement

Quote Date: March 14, 2009
CHRISTINA BECKER
SANTEE SCHOOL DISTRICT
9625 CUYAMACA

Estimate #: **ESTA00000111487**
Contents:
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SANTEE
CA, 92071

Re: **CARLTON HILLS JUNIOR HIGH MOVE - 06/20/09**

The following pricing includes supervision equipment and labor necessary to complete this relocation as described during our survey. The services to be provided are outlined on the following page entitled Scope of Services.

Estimated Services

Carlton Hills Junior High Move - 06/20/09	\$7,584.00
Rental Trailer (1) Return - 06/22/09	\$228.00
Valuation - Ding, Nick, Scratch Coverage up to \$2,500	\$25.00
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Total Amount:	<u>\$7,837.00</u>

Schedule of Rates:

Per California labor laws, overtime is effective after eight hours and premium time is effective after twelve hours. There is an eight-hour minimum for work performed on Sundays. The energy surcharge will be calculated using the percentage rate applicable at the time of the move. For non-returned rental cartons, a \$1.00 charge per carton will be assessed.

Category	Hourly Rate
Mover	\$28.00
Installer	\$32.00
Supervisor	\$37.00
Project Manager	\$45.00
Van & Driver	\$57.00
Overtime additional per person	\$12.00
Premium time additional per person	\$24.00

Acceptance
COR-O-VAN

Acceptance
SANTEE SCHOOL DISTRICT

Date

Date



Office Moving Agreement

Quote Date: March 14, 2009
CHRISTINA BECKER
SANTEE SCHOOL DISTRICT
9625 CUYAMACA

Estimate #: **ESTA00000111486**
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SANTEE
CA, 92071

Re: **CARLTON OAKS LIBRARY MOVE - 04/02/09**

The following pricing includes supervision equipment and labor necessary to complete this relocation as described during our survey. The services to be provided are outlined on the following page entitled Scope of Services.

Estimated Services

Carlton Oaks Library Move Back - 04/02/09	\$3,935.00
Rental Trailer (1) Return - 04/03/09	\$228.00
Valuation - Ding, Nick, Scratch Coverage up to \$2,500	\$25.00
Total Amount:	<u>\$4,188.00</u>

Schedule of Rates:

Per California labor laws, overtime is effective after eight hours and premium time is effective after twelve hours. There is an eight-hour minimum for work performed on Sundays. The energy surcharge will be calculated using the percentage rate applicable at the time of the move. For non-returned rental cartons, a \$1.00 charge per carton will be assessed.

Category	Hourly Rate
Mover	\$28.00
Packer	\$29.50
Installer	\$32.00
Supervisor	\$37.00
Project Manager	\$45.00
Van & Driver	\$57.00
Overtime additional per person	\$12.00
Premium time additional per person	\$24.00

Acceptance
COR-O-VAN

Acceptance
SANTEE SCHOOL DISTRICT

Date

Date



Office Moving Agreement

Quote Date: March 14, 2009
CHRISTINA BECKER
SANTEE SCHOOL DISTRICT
9625 CUYAMACA

Estimate #: **ESTA00000111485**
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SANTEE
CA, 92071

Re: RIO SECO LIBRARY MOVE - 04/01/09

The following pricing includes supervision equipment and labor necessary to complete this relocation as described during our survey. The services to be provided are outlined on the following page entitled Scope of Services.

Estimated Services

Rio Seco Library Move - 04/01/09	\$3,935.00
Rental Trailer (2) Return - 04/02/09	\$456.00
Valuation - Ding, Nick, Scratch Coverage up to \$2,500	\$25.00
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Total Amount:	<u>\$4,416.00</u>

Schedule of Rates:

Per California labor laws, overtime is effective after eight hours and premium time is effective after twelve hours. There is an eight-hour minimum for work performed on Sundays. The energy surcharge will be calculated using the percentage rate applicable at the time of the move. For non-returned rental cartons, a \$1.00 charge per carton will be assessed.

Category	Hourly Rate
Mover	\$28.00
Packer	\$29.50
installer	\$32.00
Supervisor	\$37.00
Project Manager	\$45.00
Van & Driver	\$57.00
Overtime additional per person	\$12.00
Premium time additional per person	\$24.00

Acceptance
COR-O-VAN

Acceptance
SANTEE SCHOOL DISTRICT

Date

Date



Office Moving Agreement

Quote Date: March 14, 2009
CHRISTINA BECKER
SANTEE SCHOOL DISTRICT
9625 CUYAMACA

Estimate #: **ESTA00000111484**
Contents:
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SANTEE
CA, 92071

Re: **CAJON PARK - 03/21/09**

The following pricing includes supervision equipment and labor necessary to complete this relocation as described during our survey. The services to be provided are outlined on the following page entitled Scope of Services.

Estimated Services

General Relocation - 03/21/09	\$7,584.00
Cart Pickup - 03/24/09	\$228.00
Rental Trailer Return - 03/23/09	\$456.00
Valuation - Ding, Nick, Scratch Coverage up to \$2,500	\$25.00

Total Amount: **\$8,293.00**

Schedule of Rates:

Per California labor laws, overtime is effective after eight hours and premium time is effective after twelve hours. There is an eight-hour minimum for work performed on Sundays. The energy surcharge will be calculated using the percentage rate applicable at the time of the move. For non-returned rental cartons, a \$1.00 charge per carton will be assessed.

Category	Hourly Rate
Mover	\$28.00
Instalier	\$32.00
Supervisor	\$37.00
Project Manager	\$45.00
Van & Driver	\$57.00
Overtime additional per person	\$12.00
Premium time additional per person	\$24.00

Acceptance
COR-O-VAN

Acceptance
SANTEE SCHOOL DISTRICT

Date

Date

DAMAGE PROTECTION OPTIONS (Valuation)

Below are the options for damage protection (valuation) coverage offered by Corovan for transit and storage coverage. An option may be chosen by you to cover up to your current deductible, or in addition to any coverage you may already have. Please read carefully and ask your sales representative if you don't understand, then sign and print your name in the section you choose.

OPTION A: SIXTY CENTS PER POUND, PER ARTICLE (Minimal Protection)

Cost: \$0.00 **Coverage:** The minimum option covers loss and damages based on \$.60 times the weight of the missing or damaged item. **Example:** A personal computer damaged during the move weighing 25 lbs is calculated at 25 x \$.60 = \$15.00 settlement.

I have read and understand my valuation options. I choose to release my goods based on \$60/lb/article.

I have read and understand my valuation options. A check mark in the box to the left indicates that I choose to release my goods based on \$60/lb/article.

OPTION B: DING, NICK, SCRATCH COVERAGE up to \$2500

Cost: \$25.00 Flat Fee, Per Project for \$2500 worth of coverage.

Coverage: Covers minor damage repairs (dings, nicks & scratches) up to a maximum expense of \$2500, based on the depreciated value of the goods. This does not cover electronics or missing items. Maximum liability is based on depreciated value of goods.

Example: A desk is scratched and gouged during the move. Corovan sends a professional repair firm to repair the desk.

I have read and understand my valuation options. I choose to purchase Ding, Nick Scratch Coverage up to a maximum value of \$2500 for the cost of \$25.00

I have read and understand my valuation options. A check mark in the box to the left indicates that I choose to purchase Ding, Nick Scratch Coverage up to a maximum value of \$2500 for the cost of \$25.00

OPTION C: WE BREAK, WE FIX COVERAGE up to \$10,000

Cost: \$85.00 Flat Fee, Per Project for \$10,000 worth of coverage.

Coverage: Covers damage and loss, to repair or replace up to a maximum of \$10,000, based on the depreciated value of the goods.

Example: A personal computer is damaged beyond repair during the move. Corovan purchases a comparable computer as a replacement for the customer. I have read and understand my valuation options. I choose to purchase We Break, We Fix Coverage up to a maximum value of \$10,000 for the cost of \$85.00

I have read and understand my valuation options. A check mark in the box to the left indicates that I choose to purchase We Break, We Fix Coverage up to a maximum value of \$10,000 for the cost of \$85.00

OPTION D: WE BREAK, WE FIX COVERAGE up to \$50,000

Cost: \$425.00 Flat Fee, Per Project for \$50,000 worth of coverage.

Coverage: Covers damage and loss, to repair or replace up to a maximum of \$50,000, based on the depreciated value of the goods.

Example: A truck carrying a server valued at \$150,000 is involved in an accident that damages it beyond repair. Corovan pays \$50,000 towards the replacement. I have read and understand my valuation options. I choose to purchase We Break, We Fix Coverage up to a maximum value of \$50,000 for the cost of \$425.00

I have read and understand my valuation options. A check mark in the box to the left indicates that I choose to purchase We Break, We Fix Coverage up to a maximum value of \$50,000 for the cost of \$425.00

OPTION E: FULL VALUE PROTECTION up to \$100,000

Cost: Based on \$8.50 per \$1,000 worth of coverage selected.

Coverage: Covers repair or replacement of each item damaged up to the amount of the coverage selected and purchased by the customer.

Example: A truck carrying a server valued at \$75,000 is involved in an accident that damages it beyond repair. Corovan pays \$75,000 to replace it.

100% CO-INSURANCE: If the amount of coverage purchased is not equal to the value of the property shipped, the Company will not pay for the full value of any item lost or damaged. The insured shall to the extent of such deficit bear his, her or their portion of the loss.

I have read and understand my valuation options. A check mark in the box to the left indicates that I choose to purchase Full Value Protection with the declared value of \$_____ at the cost of \$8.50 per \$1,000 worth of coverage. My total charge for the declared value is \$_____.

OPTION F: FULL VALUE PROTECTION over \$100,000 through a separate policy provided by _____

Cost: \$_____ **Requirements:** Every item moved must be inventoried. Limited to \$500,000 per truckload.

100% CO-INSURANCE: If the amount of coverage purchased is not equal to the value of the property shipped, the Company will not pay for the full value of any item lost or damaged. The insured shall to the extent of such deficit bear his, her or their portion of the loss.

_____ \$ _____
Customer Signature Date Indicate value of all goods in shipment for quote purposes

STORAGE VALUATION: Valuation options to cover your goods while they are in storage at Corovan will be quoted separately in your Storage Agreement.



Scope of Services

Moving	COV	Client	N/A
Move copiers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Move artwork	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Move private office furniture	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Move all existing furniture	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Move plants	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Move shelving	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Move server room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Move workstations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Move existing file cabinets	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

CARLTON HILLS JUNIOR HIGH RELOCATION 06/20/09

Bracing	COV	Client	N/A
Hang artwork	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Brace bookcases	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hang whiteboards	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gang and level files	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hang presentation board	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Planning	COV	Client	N/A
Elec permits / cubicles	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bldg / elev reservations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Installation plans	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Office layout diagrams	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Secure parking permits	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Destination signage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Certificate of insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Tech Service Disconnect/Reconnect	COV	Client	N/A
Servers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Copiers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Printers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PCs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Additional Comments

Packing	COV	Client	N/A
Pack kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pack file room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pack common areas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pack individual offices	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pack conference room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pack library	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pack supply room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Specialty Services	COV	Client	N/A
Hold on van	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Rigging	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Space planning	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Computer Disconnect/Reconnect	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Storage	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Crating	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Installation	COV	Client	N/A
Wall track	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Modular Offices	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Overheads	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Shelving	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Conference tables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Specification	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Workstations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Field Measurement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Product Inventory	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Terms & Conditions

Move

1. Customer or Customer designee must be present at origin and destination during the actual move. Such person will be authorized to make changes to the scope of the move. Any alterations or deviations from the specifications, sequence or scheduling of the move listed in this Agreement may result in an adjusted price and is payable in accordance with the terms of payment listed in this Agreement.
2. When applicable, a Bid price includes moving and placing items only once. Subsequent moving and re-handling may result in additional charges.
3. Unless otherwise agreed to in writing, Cor-O-Van will invoice Customer for:
 - All Cor-O-Van personnel involved in each transaction according to the Standard Rates found on the Bill of Lading and in the Proposal, which are subject to change.
 - Overtime Labor Rates on services provided after 8 hours in a day, after 5pm Monday through Friday, and all day Saturday; Premium Time on Sundays and Holidays.
 - Drive Time charges are calculated on a portal-to-portal basis, including Loading and Unloading of equipment, supplies, and debris.
 - All equipment rental charges according to the terms applicable to the specific class of equipment, including, but not limited to the rental and replacement cost for Cor-O-Crates, Dollies, and Carts as agreed to by the Customer.
 - All consumable packing and moving supplies in either the exact amount used, if known, or as a pro-rated charge based on Cor-O-Van policy.
 - An additional round trip beyond one delivery and one pickup of cartons.
4. When applicable, a Bid Price will be honored only when the following conditions exist at both origin & destination facilities:
 - Adequate light, heat, air and power, and access to adequate parking,
 - Exclusive and uninterrupted use of the agreed upon number of elevators,
 - All loading and unloading areas must be free of debris or any other impediments to moving, and
 - Construction, renovation, furniture installation by other parties, and decorating work must be complete and in such a state as to not impede the move.
5. The work to be performed by Cor-O-Van and its employees will comply with only those wage laws as minimally required of all employers regardless of industry, and WILL NOT comply with additional federal, state, or local funding provisions similar in nature, but not limited to Prevailing Wage requirements unless expressly agreed to IN WRITING by Cor-O-Van. If no work has been performed, Cor-O-Van may at its option declare this Agreement/Contract/Proposal/Bid null and void, in which case Cor-O-Van shall re-bid the Project. Client agrees to indemnify, hold harmless, and reimburse Cor-O-Van for any and all increased costs incurred by Cor-O-Van as a result of a later decision, miscommunication, or misunderstanding by either party that Prevailing Wage should have applied to a project.
6. Situations beyond the control of Cor-O-Van, including but not limited to traffic delays, non-exclusive elevators, severe weather, or acts of God may result in additional charges.
7. Cor-O-Van reserves the right to change rates for any subsequent move outside the scope of the current move. Cor-O-Van reserves the right to impose a Supplemental Energy Charge and a Consumable Supplies Charge.
8. If Cor-O-Van is performing installation services, the Customer shall be responsible for electrical hardwiring or permits for electrical work, and provide all necessary product and information to complete the installation according to the installation plan and Quote.

Payment Terms

1. Cash or its equivalent prior to completion of service unless prior credit approval is obtained. Upon credit approval, Cor-O-Van may require a deposit prior to beginning the move.
2. Invoices are due and payable upon receipt and no later than 15 days from the date of invoice. Any deposit will apply against progress billing and then against the final invoice. After 30 days from date of invoice, a finance charge at the legal rate of interest in this state will apply to any invoice amount not paid.
3. Customer agrees to pay all attorney fees and other reasonable costs incurred by Cor-O-Van in connection with Cor-O-Van's enforcement of its right to payment and any other terms under this Agreement.

Definition of Liability

Cor-O-Van shall be liable only for its failure to use ordinary care. Customer is limited to damages of 60 cents per pound per item unless other provisions are made in writing. This coverage is offered at no additional cost. Additional coverage, at Customer's expense, is available upon request. Cor-O-Van is not responsible for any loss or damage to the stored or moved items caused by negligent acts or omission of Customer, or other circumstances beyond the control of Cor-O-Van, including, but not limited to, natural deterioration; inherent weakness or defect in the items; acts of war or civil unrest; natural disasters; or acts of God. Cor-O-Van shall not be liable for damage to fragile items that are not both packed and unpacked by its employees, contractors, or agents. Cor-O-Van does not represent or warrant that any warehouse facility or equipment is fireproof or that items cannot be destroyed by fire. Cor-O-Van shall not be required to provide a watchman and failure to do so will not constitute negligence. In no event shall Cor-O-Van be liable for any consequential or incidental damages arising out of or related to services performed by Cor-O-Van, including but not limited to lost revenue, lost profits, cost of replacement goods, interruption or loss of use of equipment or any delayed delivery of items regardless of the cause.

Damage Protection

1. To ensure proper treatment, items exceeding \$5,000 per piece in value must be identified to Cor-O-Van in writing no less than 24 hours prior to being moved.
2. No claim for damage to moved items, building or property may be maintained by Customer or others against Cor-O-Van unless timely written notice of the claim is provided and Payment is made according to the terms of this proposal.
 - Claims for damage to any moved item will not be valid unless, written notice of such claim is presented within five (5) working days after completion of service.
 - Any claim for building or property damage must be submitted to Cor-O-Van Supervisors in writing at the conclusion of a project.
 - Cor-O-Van reserves the right to inspect any damage prior to repairs and has the right of first refusal to make all repairs.
3. Cor-O-Van assumes no liability for articles packed or unpacked by anyone other than Cor-O-Van, its agents or subcontractors, nor does Cor-O-Van assume liability for any concealed damage, unless accompanied by external damage.
4. Customer and its employees are required to secure and/or remove personal items including, but not limited to:
 - Artwork, photographs, small plants and personal valuables PRIOR TO THE ARRIVAL of the Cor-O-Van crew.
 - ALL SMALL ELECTRONICS, INCLUDING BUT NOT LIMITED TO LAPTOPS, CELL PHONES, MUSIC PLAYERS, AND DIGITAL CAMERAS, WHETHER PERSONAL OR CUSTOMER PROPERTY, ARE TO BE REMOVED FROM AREAS AFFECTED BY A MOVE. Due to the likely presence of multiple trades and the difficulty determining fault, in no event shall Cor-O-Van be liable for any actual, direct, consequential or incidental damages arising from any loss, damage, or destruction of this type of product OR THE INFORMATION THAT MAY BE CONTAINED THEREIN.
5. Customer must properly secure, package, back up, and provide reasonable supervision at all times for its confidential and mission critical information (in electronic and/or hard copy form), including but not limited to personnel files, medical records, financial statements, and trade secrets. Cor-O-Van will not accept responsibility for losses related to Customer's failure to protect and secure this type of information.
6. For any move of computers, servers and ancillary equipment performed by Cor-O-Van, it is the Customer's responsibility to properly secure and back up any system software or data contained therein. In no event shall Cor-O-Van be liable for any consequential or incidental damages arising from any loss, damage or destruction of Customer's computers, servers and ancillary equipment or the system software or data contained therein.

Storage

1. The act of tendering items for storage constitutes Customer's acceptance of the terms and conditions for handling and storage stated herein until a separate storage agreement is entered into between Cor-O-Van and Customer.
2. Items stored will be located at a Cor-O-Van facility in either Fullerton, Poway, Pt. Richmond, Pleasanton, San Francisco, or San Jose, the location most convenient to the move.
3. Customer warrants and represents that it is the owner or legal custodian of the stored items and has the lawful possession of and legal right authority to store all of the items in accordance with the terms and conditions set forth. Cor-O-Van shall have a lien on the stored items for all storage and other charges and for such costs and expenses.
4. This Agreement, and any other schedules or addendums shall collectively constitute a Warehouse Receipt. Cor-O-Van shall have a lien upon the stored items, or on the proceeds thereof for all lawful charges for storage and preservation of interest, transportation, labor, wrapping, cooping, crating, and all other charges and expenses in relation to the stored items, and also for all reasonable charges and expenses for notice and advertisement or sale, and for the sale of the property where default has been made in satisfying a judicial hearing. This lien shall not prevent Cor-O-Van from exercising any other remedies it may have, nor shall enforcement of the lien provided for in this Section bar Cor-O-Van's right to recover so much of its claim as is not paid from the proceeds of a foreclosure sale. Cor-O-Van reserves the right to relocate the stored items to another Cor-O-Van warehouse facility within a 50 mile radius without advance notification to Customer. Such relocation shall not interfere with Cor-O-Van's enforcement of its lien rights.
5. Payments for storage and other charges are due and payable upon receipt of the invoice and no later than 15 days of the date of the invoice. Rates are subject to change and will be charged pursuant to the invoice and operative schedule of rates presented to Customer. Where items are allowed to remain in storage for a fraction of a month, a full month storage will be charged. An interest charge at the legal rate of interest in this state, charged monthly, will be made on freight or other charges advanced by Cor-O-Van. A like interest charge will be assessed on the entire unpaid balance of the account if storage charges remain unpaid after 30 days of the date of the invoice. Cor-O-Van reserves the right to impose a Supplemental Energy Charge. No rights, liabilities or obligations of Customer under this Agreement can be assigned without the express written consent of Cor-O-Van, which Cor-O-Van may withhold at its discretion. Regardless of any assignment, Customer remains fully liable under this Agreement.

Arbitration

Any dispute, controversy, or claim arising out of this Agreement or in connection with any stored or moved items, whether founded in tort or contract, shall be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) and heard by the AAA office in San Diego, California. The award may be entered as a judgment of a court of record in the County of San Diego. Cor-O-Van and Customer shall share equally the cost of arbitration. The arbitrator may not vary, modify, or disregard the provisions contained herein, including those respecting the declared valuation of any stored or moved items and the limitation of liability of Cor-O-Van.

Miscellaneous: The "Agreement" includes and incorporates the stated terms and conditions, and any and all schedules and addendums.

Consent Item E.3.4 Approval to Purchase Remaining Library Stack Shelving
Prepared by Bill Clark Systems for Carlton Hills
April 21, 2009

BACKGROUND:

At the December 16, 2008, Board of Education meeting, there was no action for this Board item due to the current funding freeze of the State Joint-use Library/Tech funding. At the January 20, 2009 Board meeting, the Board authorized staff to move forward with only the necessary purchase of library book shelf systems for the school modernization projects under construction at Rio Seco, Carlton Oaks, and Cajon Park schools completed this month. At this time, however, per the Phase 1 school construction schedule, shelving will be needed for installation at Carlton Hills School by July 2009.

A piggyback bid on the Newhall School District award to procure Smith System shelving through Culver-Newlin, Inc. is being used for the purchase. Sycamore Canyon School freestanding book shelving will be purchased at a later date and the school will use their existing shelving for the time being. Carlton Hills Library will be ready in July 2009. Manufacturing and delivery takes 8-12 weeks and an order is needed at this time.

RECOMMENDATION:

It is recommended that the Board of Education authorize administration to procure the needed library shelving system for Carlton Hills.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is estimated at \$26,000 for Carlton Hills at this time. The current Capital Improvement Program budget for school library shelving systems is \$675,000. See attached budget sheet.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Consent Item E.3.4
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Consent Item E.3.5 Approval to Purchase Cargo Container/Book Racks
Prepared by Bill Clark
April 21, 2009

BACKGROUND:

Staff has identified cost saving measures for Phase 2 projects through the purchase of library carts and cargo containers for interim moves and needs. This will reduce the moving and packing costs of future construction/modernization phases with a better cost benefit to the District in life cycle cost analysis. Library carts are approximately \$350 each. Cargo containers are approximately \$1,800 each.

During Phase 1 moves, library cart rentals were \$4,000 per month. Trailer storage rentals were \$7,000 per month. Since school sites can benefit from the use of 3-4 cargo containers per school and 5-7 book carts typically for libraries and moves, an outright purchase is a cost savings.

RECOMMENDATION:

It is recommended that the Board of Education authorize administration to procure needed cargo containers and library carts for Phase 2 & 3 construction.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is estimated at \$8,000 per school site, but is well below the anticipated cost of the rentals.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Consent Item E.3.5
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Consent Item E.3.6. Approval of Chet F. Harritt Fields Construction Award
Prepared by Bill Clark
April 21, 2009

BACKGROUND:

On March 17, 2009, an agreement between the City of Santee and the Santee School District was approved by the Board of Education for grant funding of \$274,155. Under the agreement, the City of Santee makes these funds available for baseball field improvements at Chet F. Harritt School.

The grant funds must be encumbered before April 30, 2009. Since the Chet F. Harritt Ball Field will be contracted with Barnhart, Inc. through the master lease-leaseback contract, an intent to award with a notice to proceed with non-DSA work of the Ball Field improvement field renovations is necessary at this time. A final GMAX cost will be provided at the May 2, 2009, Capital Improvement Program Facilities Workshop.

RECOMMENDATION:

In order to encumber City funds by April 30, 2009, it is recommended that the Board of Education issue an intent to award with a notice to proceed for non-DSA construction work of the Chet Ball Field renovation construction, not to exceed current City grant funds of \$274,155 as part of the Chet F. Harritt master lease-leaseback construction project.

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 \$274,155 will be funded from grant funds received from the City of Santee. Remaining ball field improvements costs and the timeline for construction will be brought to the Board at the May 2, 2009 Board Facilities Workshop.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.3.6.
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Discussion and/or Action Item F.1.2.
Prepared by Bill Clark
April 21, 2009

Adoption of Resolution Providing for the
Issuance and Sale of 2009 General Obligation
Bond Anticipation Notes of the Santee School
District; Authorizing Execution of Documents and
Taking Related Actions

BACKGROUND:

On November 7, 2006, the voters within the Santee School District ("District") voted to approve Proposition R to authorize the District to issue general obligation bonds to finance certain specified capital projects and facilities. These proceedings were authorized, and the election conducted, pursuant to the Constitution of the State of California ("State"), the provisions of Proposition 39, related State law and District Resolution No. 0607-05. Under Proposition 39 the affirmative vote requirement to authorize the bonds was 55%. Proposition R was approved by more than the required 55% affirmative vote.

The District has previously authorized, issued and sold four (4) series of Santee School District General Obligation Bonds, 2006 Election, in the aggregate par amount of \$41,094,271.30 (collectively the "Bonds") leaving not less than \$18,905,728.70 of the Proposition R bond authorization unissued.

The issuance of securities authorized pursuant to Proposition R is subject to the requirements and limitations of Proposition 39, including, but not limited to, the formation and appointment of the Citizens' Oversight Committee. The Board of Education ("Board") has taken action to form, and appoint members to, its Citizens' Oversight Committee.

Based upon the current facilities and finance plans of the District, and subject to the limitations of State law, it is proposed to issue and sell not to exceed \$19,000,000* of 2009 General Obligation Bond Anticipation Notes of the Santee School District ("2009 Notes") from the unissued portion of Proposition R funds at this time (*the finalized value will be presented to the Board at its meeting of April 21, 2009). The 2009 Notes would be issued for a number of reasons, including, but not limited to, completion of current facilities projects on the projected time frames. It is expected that the 2009 Notes would be repaid from the proceeds of general obligation bonds issued under the Proposition R bond authorization at some point in the future. The 2009 Notes can also be repaid by renewal general obligation bond anticipation notes (not to exceed a total term of 5 years), from taxes which may be levied against taxable property within the District (to the extent permitted by law) and from other District revenues and/or securities (if that were to prove necessary).

The 2009 Notes will be sold through Piper Jaffray & Co., as Underwriter ("Underwriter"). The District is represented by Bowie, Arneson, Wiles & Giannone, as District Bond Counsel ("Bond Counsel"), by Orrick, Herrington & Sutcliffe LLP, as Disclosure Counsel to the School District ("Disclosure Counsel"), Dolinka Group, LLC, as Financial Consultant to the School District ("Financial Consultant") and Dissemination Agent

("Dissemination Agent") and California Financial Services, as Program Manager to the District ("Program Manager").

Under the requirements of State law, the 2009 Notes are issued by the District. The County Treasurer would hold the construction funds generated by the sale of the 2009 Notes.

Under the proposed documents, the Board would adopt Resolution No. 0809-39 providing for the issuance of the 2009 Notes (*A finalized resolution will be presented to the Board at its April 21, 2009 meeting*). Certain of the terms governing the 2009 Notes would be set out in an Indenture that would be entered into between the District and U.S. Bank National Association as Trustee. The basic form of the Indenture is attached to Resolution No. 0809-39. The final terms of the 2009 Notes pertaining to maturity date, interest rate(s) and form(s) of the 2009 Notes and related matters will be set out in the Indenture once final sale terms are agreed to.

The proposed forms of the Note Purchase Agreement and the Continuing Disclosure Agreement relating to the 2009 Notes are also attached as exhibits to Resolution No. 0809-39. The Note Purchase Agreement sets out the terms under which the 2009 Notes would be sold to the Underwriter and includes factual representations that the Underwriter is required to confirm in order to consummate a valid purchase of the 2009 Notes. The Continuing Disclosure Agreement is a document delivered by the District to comply with federal on-going disclosure requirements. Those requirements apply to the 2009 Notes and require that the District (through the Dissemination Agent) annually provide certain information relating to the 2009 Notes (while they are outstanding) to investors and potential investors. The Note Purchase Agreement and Continuing Disclosure Agreement are presented in draft and will be finalized during the process for the issuance and sale of the 2009 Notes.

A Preliminary Official Statement, by which the 2009 Notes will be offered to purchasers for sale, has also been prepared and provided to the District and the members of the Board. The Preliminary Official Statement includes information concerning the 2009 Notes, the District and the District's financial information.

The District may, with the assistance of the Financial Consultant, Program Manager and Underwriter, apply for credit enhancement for the 2009 Notes through certain financial companies and may purchase such credit enhancement for the 2009 Notes if it is economically necessary or favorable to the District to do so.

All other documents for the issuance and sale of the 2009 Notes will be prepared and/or reviewed by the District's Bond Counsel, the District's Disclosure Counsel, the Underwriter and/or the Financial Consultant.

The District will also arrange, through the County, for the collection of the *ad valorem* taxes as may be necessary to repay interest due on the 2009 Notes pursuant to applicable statutory requirements.

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution #0809-39 to move forward with the issuance and sale of general obligation bond anticipation notes in order to finance identified school facilities projects, authorizing execution of documents and taking related actions.

This recommendation supports the following 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:

Based upon the current facilities and finance plans of the District, and subject to the limitations of State law, it is proposed to issue and sell not to exceed \$19,000,000* of 2009 General Obligation Bond Anticipation Notes of the Santee School District ("2009 Notes") from the unissued portion of Proposition R funds at this time (*the finalized value and Resolution #0809-39 will be presented to the Board at its meeting of April 21, 2009).

STUDENT ACHIEVEMENT IMPACT:

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

Motion:

Second:

Vote:

Agenda Item F.1.2.