

Discussion and/or Action Item E.3.1.  
Prepared by Karl Christensen  
March 1, 2011

Award of Contract to Gem Industrial Electric  
Inc. for Custom Design Shade Shelter at  
Carlton Oaks School

**BACKGROUND:**

On June 22, 2010, the Board approved replacement of the shade shelter in the lunch area at Carlton Oaks School as a custom design. The project was put out to bid for construction to commence during Spring Break and bids were opened on February 10, 2011. The following bids were received:

- Gem Industrial Electric, Inc.           \$149,860
- Telliard Construction                 \$198,900

Nine bidders attended the walk-through on February 3, 2011, based on an estimate of \$55,000 provided by the District's Architect and given DSA approval on December 21, 2010. As bidders began to obtain pricing from structural steel contractors, many were forced to drop out due to the inability to bond against a higher bid. As a result, only two bids were received by the deadline.

Gem Industrial's bid included a structural steel sub-contractor unfamiliar to the District. With a large disparity between the bids, staff contacted Gem Industrial which is well known in San Diego County having done work previously for Santee and surrounding districts. The purpose of the follow-up contact was to ensure there were no mathematical or omission errors in their bid. Gem reported that the structural steel contractor, which they have not previously used, had inadvertently omitted the cost of hot galvanizing from their costs submitted to Gem Industrial but that Gem would honor their bid price in order to keep their employees working. Gem Industrial has a good reputation in the industry and staff has no reason to believe that Gem will not or cannot fulfill their commitment.

District Maintenance staff will remove the old structure and Gem Industrial Electric, Inc. will start and complete work during Spring Break.

**RECOMMENDATION:**

It is recommended that the Board of Education award the custom design shade shelter bid and contract with Gem Industrial Electric, Inc. for \$149,860 less the deductive alternate # 2 for \$4,000 demolition, for a total of \$145,860.

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:**

At the June 22, 2010 Board meeting, costs for a custom design were estimated at \$40,000 higher than the costs for the pre-DSA approved structures implemented for Prospect Avenue School. This indicated a construction cost of \$90,000. Staff subsequently revised the estimate to \$140,000 based on changing factors as the design process progressed. Incorporating Gem's bid, the total project cost is now estimated at \$179,860 of which \$14,000 has already been expended. This structure is over the original cost estimates but can be funded from Capital Improvement Program funding without jeopardizing the completion of other planned projects.

**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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Bond Project Budget Sheet

OPSC Project Number:	
CIP Funding	\$ 179,860
State Funding	
Additional Funding Needed:	
<b>Total Project Budget:</b>	<b>\$179,860</b>

Responsible Person/Dept: CHRISTINA BECKER  
 Budget #: \_\_\_\_\_  
 Site: Shade Structure Custom with No Paving  
 Project Description: Carlton Oaks - Square Feet - 1939

Category (object description)	Object Code	Budget Amount	Comments
<b>A. Site Costs</b>			
Purchase Price of Property	6110		
Appraisal Fees	6120		
Escrow Costs	6130		
Surveying Costs	6140		
Site Support Costs	6150		
Hazardous Waste Removal	6157		
Other Site Costs	6160		
<b>B. Planning Costs</b>			
Architect/Engineering Fees	6210	\$ 12,000	Webb Cleff Architecture & Engineering, Inc.
DSA Plan Check Fees	6220	\$ 1,750	DSA Fees Paid to Date
CDE Plan Check Fees	6230		
Energy Analysis Fee	6235		
Preliminary Tests	6240	\$ 750	Cable Pipe & Leak Costs to Date
Other Costs - Planning	6250	\$ 1,500	Blueprinting - Escondido Reprographics - Estimate
<b>C. Construction Costs</b>			
Main Construction	6270	\$ 145,860	Gem Industrial Electric, Inc. per Bid
Main Construction - Change Orders	6279	\$ 5,000	Owner's Extra Contingency
Demolition	6175	\$ 3,000	Demolition of Old Structure Dump Fees Work by Self Forces
Construction	6272		
Other Construction	6274		
Other Construction	6274		
Asphalt Paving Work	6274		
Inspections	6290	\$ 3,000	IOR - Hendrix
Construction Tests	6280	\$ 5,000	Materials & Testing Labs - Welding High Strength Bolts
Construction Tests - Back Charges	6289		
Furniture & Equipment	6490		
Furniture & Equipment	4400		
<b>D. Additional Object Codes</b>			
Other (a clear description must be listed)		\$ 2,000	Soft Cost Contingency
<b>PROJECT TOTAL</b>		<b>\$ 179,860</b>	

Estimated Project Start Date: \_\_\_\_\_  
 Estimated Completion Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_



Discussion and/or Action Item E.3.2.  
Prepared by Karl Christensen  
March 1, 2011

Approval of Site DSA Inspector IOR and  
Test Lab for Carlton Oaks School Shade  
Shelter

**BACKGROUND:**

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

**RECOMMENDATION:**

It is recommended that the Board of Education approve IOR services with Hendrix, California School Construction Services, and materials testing lab services with Ninyo & Moore for the Carlton Oaks School Shade Shelter construction.

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 Phase 2 IOR and staff extension services will be funded from CIP funds, and Prop R bond proceeds. The fiscal breakdown by consultant is as follows:

- Hendrix, California School Construction Services           \$3,000
- Ninyo & Moore   \$5,000

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda E.3.2.
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Discussion and/or Action Item E.3.3. Neighbor Encroachment on District Property at Chet F. Harritt and Impact to Sound Wall Construction

Prepared by Karl Christensen  
March 1, 2011

**BACKGROUND:**

In 2007 at a CIP workshop held at Cajon Park, information was provided to the Board regarding aerial surveys that had recently been conducted for all district sites. Since playground fences are often placed at the top of a slope while the property line is at the bottom of the slope, there were numerous instances of encroachment by adjacent neighbors onto district property with certain improvements, most notable being landscaping. In most cases the encroachments did not impact planned construction so at that time the Board directed that no action be taken.

Construction of the remaining two ball fields at Chet F. Harritt incorporates installation of a masonry sound wall at the top of the slope on the north side of the property adjacent to the mobile home park. Construction of the wall requires installation of substantial footings. As a result, the sound wall cannot be installed without impacting neighbor improvements on the slope including trees, shrubbery, and foliage. Furthermore, there is one neighbor that has installed a patio that encroaches onto the slope area that will impede installation of the sound wall.

**RECOMMENDATION:**

Administration recommends the Board discuss the impact of neighbor encroachments and provide direction for next steps. This is an information only item. Action, if any, is at the discretion of the Board.

This recommendation supports the following District goal:

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

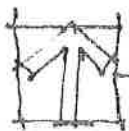
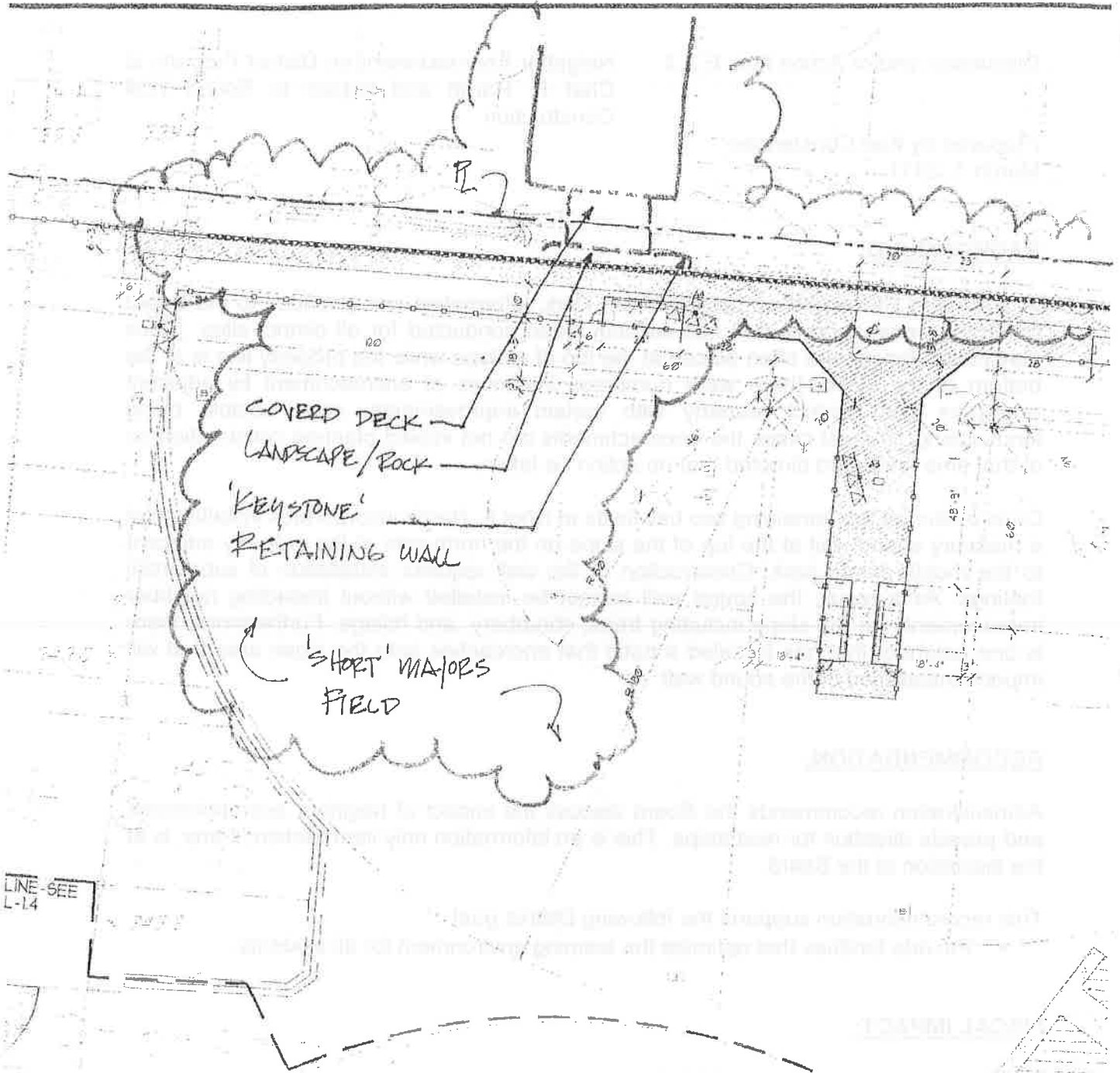
**FISCAL IMPACT:**

Any fiscal impact is unknown at this time.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.3.3.
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SOUND WALL IMPACT SKETCH

NO SCALE

2.22.11



Discussion and/or Action Item E.3.4.  
Prepared by Karl Christensen  
March 1, 2011

Approval of Contract Amendment with Lightfoot  
Planning Group for Extra Services on the  
Chet F. Harritt Ball Field Project for Modified  
Design of Sound Wall

**BACKGROUND:**

On June 17, 2008, the Board approved a contract with Lightfoot Planning Group as a landscape architecture for athletic field projects at Chet F. Harritt School. The extra services of Lightfoot Planning Group are for additional construction administration for phased work and sound wall structural changes for masonry pursuant to the attached proposal change order #5. Re-design and engineering should save \$10,000 in construction costs.

**RECOMMENDATION:**

It is recommended that the Board of Education approve additional engineering and services of \$17,750.

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 \$17,750, which will be funded through the Capital Improvement Program budget.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.3.4.
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THE  
LIGHTFOOT  
PLANNING  
GROUP

## CHANGE ORDER

**CONSULTANT:** The Lightfoot Planning Group      **CHANGE ORDER NO:** 5

**CLIENT:** Santee School District      **DATE:** 02/10/11

**ADDRESS:** 9625 Cuyamaca Street      **PROJECT:** Athletic Field Design  
Santee CA 92071

Attn: Christina Becker      **OUR JOB NO:** 1268.01.12

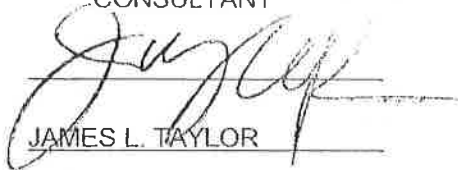
This Change Order constitutes an amendment of our original contract dated 06/11/08, covering services for Athletic Field Design.

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: **Please see attached scope of work.**
- B) The above changes will result in the following adjustment to the compensation due Consultant:

This Change Order: **\$17,750.00, including 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: <u>JAMES L. TAYLOR</u>	Name: _____
Title: <u>VICE PRESIDENT</u>	Title: _____
Date: <u>02/10/11</u>	Date: _____

5750 FLEET STREET  
SUITE 250  
CARLSBAD, CA 92008

TEL 760-692-1924  
FAX 760-692-1935  
WEB lightfootpg.com

Chet Harritt Elementary Athletic Field Renovation  
 Change Order #05 - Design Services for:  
 District directed 'phase 2' work for remainder of field improvements.

This extra service proposal is due to the duplication of CA task work for district phases 1 and 2 and redesign/design change of sound wall. This scope of work does not include work for district 'phase 3' work for concessions/restroom building.

**Scope of Work**

1. Coordination review w/owner and design team for design modification and change of original DSA approved wood and siding sound wall to CMU design.
2. Prepare FCD submittal package for DSA review and approval.
3. Present design sketches to owner and construction manager for review prior to bid. Incorporate additional feedback if necessary. Coordinate bid package for final contractor pricing with construction manager.
4. Coordinate design changes to sound wall with contractor and perform additional hours of project design administration.
5. Respond to contractor questions or RFI during bid and construction.
6. Facilitate review of project submittals and shop drawings.
7. Attend weekly meetings for construction review and observation services from 2/16/11 to 6/28/11.
8. Conduct milestone reviews of project completion, progress job walks, punch list walks, establishment and final acceptance job walks.
9. Coordinate as-built plans for DSA submittal and project close-out w/architect
10. Coordinate project work, and services contract of subconsultants.
11. Anticipated reimbursement budget of \$500 for printing expenses, overnight and document distribution, excludes project bid sets and manuals.

<b>Lightfoot Fee:</b>	<b>\$9,750.00</b>
<b>Wiseman &amp; Rohy Structural</b>	<b>\$2,500.00</b>
<b>Johnson Consulting</b>	<b>\$1,500.00</b>
<b>Cornerstone Engineering</b>	<b>\$3,500.00</b>
<b>(T&amp;M contingency as needed)</b>	
<b>Reimbursement Budget</b>	<b>\$ 500.00</b>
<b>Total Fee:</b>	<b>\$17,750.00</b>



Consent Item D.3.1. Authorization to Seek Bids/Proposals for Summer Projects  
 Prepared by Karl Christensen  
 March 15, 2011

**BACKGROUND:**

The Maintenance, Operations, and Facilities Director has identified, in conjunction with school site principals, the following list of projects for completion during Summer 2011. Authorization is requested for administration to request bids/proposals for the projects below:

Site	Scope	Estimate	Funding
All Sites	Limited Pavement Patches	\$10,000	Deferred Maintenance
All Sites	Playground Structures Compliance – sand, wood chips	\$75,000	Capital Improvement Program
Various Sites	Roof Patching Repairs	\$20,000	Deferred Maintenance
District Office	Parking Lot Pavement	\$80,000	Deferred Maintenance
Pepper Drive School	Exterior Painting, Stucco/Trim	\$75,000	Capital Improvement Program
Pepper Drive School	Building Signage	\$15,000	Capital Improvement Program
Pepper Drive School (various classrooms)	Carpet	\$30,000	Capital Improvement Program
Various Sites	Storm Drain and Field Erosion Repairs	\$50,000	Routine Restricted Maintenance/FEMA Reimbursement

The number of projects awarded will depend on the funds available and the amount of the bids received. Once the bidding process is completed, the bids will be presented to the Board of Education for award to the lowest responsible, responsive bidder.

**RECOMMENDATION:**

It is recommended that the Board of Education authorize administration to seek bids/proposals for summer projects in the areas listed above. The projects will be performed during summer 2011.

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:**

Project estimates are listed above however, there is no fiscal impact until projects are awarded by the Board of Education.

**STUDENT ACHIEVEMENT IMPACT:**

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

Project Name	Estimated Cost	Estimated Start	Estimated End
Project A	\$1,000,000	2023	2025
Project B	\$2,500,000	2024	2027
Project C	\$500,000	2023	2024
Project D	\$750,000	2024	2026
Project E	\$1,200,000	2025	2028
Project F	\$300,000	2023	2024
Project G	\$400,000	2024	2025
Project H	\$600,000	2025	2027
Project I	\$800,000	2026	2029
Project J	\$900,000	2027	2030

Motion:		Second:		Vote:		Agenda Item E.3.1.
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Discussion and/or Action Item E.3.1.  
Prepared by Karl Christensen  
March 1, 2011

Approval of Amendment No. 2 to Tenth  
Amendment (Phase IV – Chet F. Harritt  
School Modernization) to Construction  
Services Agreement for Lease-Leaseback,  
Site Lease, and Sublease Agreement

**BACKGROUND:**

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

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

**RECOMMENDATION:**

It is recommended that the Board of Education approve Amendment No. 2 to the Tenth Amendment to the Lease-Leaseback Construction Agreement with a Guaranteed Maximum Price of \$6,108,054.

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

The fiscal impact of Amendment No. 2 to the Tenth Amendment is \$6,108,054 to be funded from the District's Revised Capital Improvement Program budget with CIP funds, Prop R bond proceeds, and State modernization matching funds.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion.		Second		Vote		Agenda Item E.3.1.
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**AMENDMENT NO. 2 TO TENTH AMENDMENT  
(PHASE IV – CHET F. HARRITT SCHOOL MODERNIZATION) TO  
CONSTRUCTION SERVICES AGREEMENT FOR LEASE-LEASEBACK,  
SITE LEASE, AND SUBLEASE AGREEMENT**

This Amendment No. 2 to Tenth Amendment (Phase IV – Chet F. Harritt 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 1st day of March, 2011, by and between the SANTEE SCHOOL DISTRICT (the “District”) and Barnhart-Balfour Beatty, Inc. (the “Builder”) as follows:

WHEREAS, on May 2, 2009, the Governing Board of the District adopted the Tenth Amendment (Phase IV – Chet F. Harritt School Modernization) (the “Tenth Amendment”); and

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

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

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

WHEREAS, on July 7, 2009, the Board issued a Notice to Proceed with a revised Scope of Work for the Chet F. Harritt School modernization; and

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

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

WHEREAS, on September 14, 2009, the District and Builder entered into Contract Change Order #001 to Amendment No. 1 to Tenth Amendment (Phase IV – Chet F. Harritt School Modernization) to reflect the final completed cost of Summer Site Infrastructure Work & Committed Costs of \$1,131,898, to increase the price of uncompleted Option 4 to \$543,063.; and



WHEREAS, on or about September 14, 2009, the District suspended Options 1, 2, 3 & 4 of Amendment No. 1 to Tenth Amendment (Phase IV – Chet F. Harritt School Modernization) due to funding constraints; and

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

WHEREAS, District and Builder now wish to further modify the Tenth Amendment (Phase IV – Chet F. Harritt School Modernization) to reflect the revised Scope of Work.

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

1. Section 6 of the Lease-Leaseback Agreement for the Phase IV – Chet F. Harritt School Modernization phase of the Project as amended by Amendment No. 1 to Tenth Amendment shall be deleted and replaced with the following:

“The GMP for Options 1, 2, 3 & 4 of the work of the Phase IV – Chet F. Harritt School Modernization shall be Six Million One Hundred Eight Thousand Fifty-Four and No/100 Dollars, (\$6,108,054.00), and shall be based upon the Construction and Scope of Work set forth in Exhibit A of this Agreement, as amended.” Summer Site Infrastructure Work & Committed Costs per Exhibit A to Amendment No. 1 to Tenth Amendment are not included in GMP. The GMP is based upon DSA approved plans and specifications defined in “Exhibit A-Lease-Leaseback Agreement Tenth Amendment (Phase IV – Chet F. Harritt School Modernization),” Options 1, 2, 3 & 4 only, and include the prevailing wage rates described in Section 13 in effect at the time the work is bid pursuant to Section 4 herein. The GMP includes the cost of construction pursuant to Exhibit A hereof for Builder’s Fee, General Conditions, Bonds and Insurance Costs as further defined in Exhibit C hereof and the GMP includes a Builder’s contingency, as described in Section 8 hereof, of three and one-half percent on Construction Costs, subject to increase through Owner accepted project savings.

The GMP for Options 1, 2, 3 & 4 only, also includes the general conditions listed in Exhibit C hereof, except for those listed as Owner or Reimbursables in Exhibit C. The final GMP shall be presented by Builder to the Board of Trustees of the District for approval at on or about the Board’s March 1, 2011 meeting, based upon final plans and specifications for the Phase IV – Chet F. Harritt School Modernization phase of the project. Once approved by the District, the Builder’s proposal for the final GMP for Options 1, 2, 3 & 4 of Phase IV – Chet F. Harritt School Modernization and subsequent phases of the Project shall constitute amendments to this Agreement. The District will also maintain its own contingency of 5% (\$290,860), which is included in the Builder’s GMP. Value Engineered items after the GMP shall go to one hundred percent (100%) to the Builder’s contingency. The Builder shall assume the risk of cost overruns which is foreseeable at the time this Agreement is entered into and the final GMP determined, except for unforeseen conditions, design error or omissions and events as set forth in Section 29 hereof. Changes to the scope of the Project not contemplated in the Scope of

Work (Exhibit A) shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. Builder acknowledges that the GMP constitutes sufficient consideration for the assumption of risk of costs by Builder. The GMP is a fee to Builder and Builder shall be entitled to any unused portions of it. The GMP shall include, but not be limited to, increases in labor and materials. Sublease payments and Construction Progress Payments by the District to Builder pursuant to Section 18 of this Agreement and the Sublease shall be commensurate with the GMP. Unused allowances for Moving District Furniture, Library, Multipurpose Room and Classroom Changes and the Electrical Re-feed at Relocatables will revert direct to owner contingency or be funded from owner contingency. Savings from buyout of Ceramic Tile will revert to owner contingency.

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

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

3. A new Exhibit B of the Lease-Leaseback Agreement set forth as "Attachment 2" hereof entitled "Exhibit B Construction Services Agreement for Lease-Leaseback Amendment No. 2 to Tenth Amendment (Phase IV – Chet F. Harritt School Modernization)-GMP Breakdown" shall be added for Phase IV of the Project.

4. A new Exhibit C of the Lease-Leaseback Agreement set forth as "Attachment 3" hereof entitled "Exhibit C Construction Services Agreement for Lease-Leaseback Amendment No. 2 to Tenth Amendment (Phase IV – Chet F. Harritt School Modernization) – General Conditions Breakdown" shall be added for Phase IV of the Project.

5. Exhibit A of the Sublease Agreement for Phase IV – Chet F. Harritt School Modernization shall be in the form attached hereto as "Attachment 4." All other provisions of the Sublease Agreement shall remain in full force and effect for Phase IV of the Project, including the timelines for completion and payment, except that those provisions shall only be applicable to the Scope of Work listed in Exhibit A to the Lease-Leaseback Agreement Phase IV – Chet F. Harritt School, as amended, and to the Chet F. Harritt site in the Site Lease as of the date of this Amendment No. 2 to Tenth Amendment.

6. The provisions of the Site Lease and Lease-Leaseback Agreement, as amended, shall remain in full force and effect for Phase IV – Chet F. Harritt School Modernization even though the originals of those documents refer only to the "Phase I"

construction of twenty classrooms at Cajon Park School. All prior amendments and this Amendment No. 2 to Tenth Amendment - Phase IV - Chet F. Harritt School Modernization shall be part of the validated Lease-Leaseback Documents, and changes in prior amendments not specifically applicable to a particular phase of the Project, shall be applicable to all phases and amendments. Each Amendment shall stand alone from each other for the specific phase of work contemplated by each; and each may be subject to further amendments as required.

*IN WITNESS WHEREOF*, the parties have, by their duly authorized representatives, executed this Amendment No. 2 to Tenth Amendment (Phase IV - Chet F. Harritt 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 Construction Services Agreement for Lease-Leaseback.

BUILDER/CORPORATION:

BARNHART-BALFOUR BEATTY, INC.

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

DISTRICT:

SANTEE SCHOOL DISTRICT

Approved by the Board 3-15-11

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

**EXHIBIT A-LEASE-LEASEBACK AGREEMENT  
AMENDMENT NO. 2 TO TENTH AMENDMENT(PHASE IV)**

**SCOPE OF WORK  
PHASE IV-CHET F. HARRITT MODERNIZATION**

This project consists of base bid summer site infrastructure work (previously completed and closed) and Options 1 through 4 that comprise the modernization of the existing Chet F. Harritt School campus located at 8120 Arlette Street, Santee, CA 92071.

All as modified by Change Order #001, dated September 14, 2011 and including all RFI's, Architect's Supplemental Instructions and Bulletins 1 through 4, approved Change Orders including those utilizing both owner and contractor contingencies that apply to the Summer Site Infrastructure Work and Committed Costs work scope previously completed and closed.

Allowances Included: Allowance #1 for \$50,000 for moving district furniture out of work areas to storage on site, storage costs on site and returning back to building.  
Allowance #2 for \$75,000 for construction modifications to Library/Technology buildings, Multi-Purpose Building and Classrooms.  
Allowance #3 for \$35,000 for electrical re-feed to junior high and project safe portables.

**Summer Site Infrastructure Work & Committed Costs (included for reference only, work previously completed and closed out):**

Work to include underground site MEP underground infrastructure up to the most feasible point outside of the building and related concrete and asphalt patching of trenching required for MEP work as shown on the contract documents indicated on "Attachment 1-continued", and as further defined below as modified by Amendment No. 1 to Tenth Amendment and the Construction Service Agreement for Lease Lease-Back dated 2/2/08.

- |   |  |
|---|--|
| 1) Electrical:  | Installation of underground electrical conduit and piping to within 5 feet outside of the building or to the edge of the most adjacent concrete sidewalk where the electrical equipment is to be located. This package includes the coordination with SDG&E for the installation of the transformer and new switchgear that will be energized to backfeed the existing switchgear. |
| 2) Plumbing:  | Installation of underground plumbing piping to within 5 feet outside of the building or to the edge of the most adjacent concrete sidewalk where the domestic water, gas and sewer lines are to be located.  |
| 3) Landscape/Irrigation:  | Installation of irrigation sleeving in areas where trenches occur. Landscape and irrigation repairs as related to electrical and plumbing site work installation.  |
| 4) Demolition:  | Demolition as related to electrical, plumbing and landscape site trenching.  |
| 5) Asphalt:   | Asphalt patching as related to electrical, plumbing and landscape site trenching.  |
| 6) Concrete:  | Concrete patching as related to electrical, plumbing and landscape site trenching.   |
| 7) Metals:  | Submittals for site work and buildings.  |
| 8) Rough Carpentry:   | Submittals for building work   |
| 9) Finish Carpentry:  | Submittals for building work   |
| 10) Roofing, Sheet Metal & Skylights:                                       | Submittals for building work   |
| 11) Glazing:  | Submittals for building work   |
| 12) Doors, Frames & Hardware:   | Submittals for building work   |
| 13) Drywall, Paint, Insulation, Plaster, FRP, Tackable Panels, Specialties: | Submittals for building work. Administrative costs due to coordination and pricing negotiations with tiers, vendors associated scheduling of work  |
| 14) Ceramic Tile:   | Submittals for building work   |
| 15) Terrazzo:   | Submittals for building work   |
| 16) HVAC & Controls:  | Submittals for building work. Administrative costs due to coordination and pricing negotiations with tiers, vendors associated scheduling of work  |
| 17) Surveying:  | Surveying & Layout costs   |

**Specific Work not included in the Base Bid Guaranteed Maximum Price (GMP):**

“Attachment 1”

1. Excludes any ADA upgrades, site lighting, parking lot upgrades, landscape planting, permanent fencing, path of knowledge, all work scope on plans provided by the following trades: metals, rough carpentry, finish carpentry, roofing/sheet metal & skylight, glazing, doors/frames & hardware, drywall/paint/insulation/plaster/FRP/Tackable Panels/Specialties, Ceramic Tile, Terrazzo, Carpet/Resilient Floor, HVAC/Controls, Grading and Surveying.
2. Any and all scope modifications not shown on bid documents, including bulletins issued after bid.
3. Wire and cable for electrical, except for the switchgear.

**Summer Site Infrastructure Work & Committed Costs: GMP revised upon completion and close out of work from \$1,243,399 to \$1,131,898 per Change Order #001 to Amendment No. 1 to Tenth Amendment (Phase IV – Chet F. Harritt School Modernization) and not included in revised GMP for Amendment No. 2 to Tenth Amendment (Phase IV – Chet F. Harritt Modernization).**

**\*SCOPE OF WORK-AMENDMENT NO. 2 TO TENTH AMENDMENT\***

**Option 1 - Building A Modernization:**

Work to include bringing the underground site MEP infrastructure from outside of the building where terminated per site infrastructure work phase into the building and all Building A related work as shown on the contract documents indicated on “Attachment 1-continued”, and as further defined below as modified by this Amendment and the Construction Service Agreement for Lease Lease-Back dated 2/2/08. Option 1 Building A work to occur per the REVISED Phasing schedule.

- |   |   |
|---|---|
| 1) Electrical:  | Installation of underground electrical conduit and piping from outside the building where terminated in the prior phase to the interior of the building where the electrical equipment is to be located. Includes all Building A related work as shown on the contract documents.   |
| 2) Plumbing:  | Installation of underground plumbing piping from outside the building where terminated in the prior phase to the interior of the building where the domestic water, gas and sewer lines are to be located. Includes all Building A related work as shown on the contract documents.   |
| 3) Landscape/Irrigation:  | No work this phase.   |
| 4) Demolition:  | Site demolition as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building. Includes all Building A related work as shown on the contract documents.  |
| 5) Asphalt:   | Asphalt patching as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building.  |
| 6) Concrete:  | Concrete patching as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building. Includes all Building A related work as shown on the contract documents. This scope also includes concrete related to access requirements at doorways and restrooms at Building A as shown on the contract documents. |
| 7) Metals:  | Includes all Building A related work as shown on the contract documents.  |
| 8) Rough Carpentry:   | Includes all Building A related work as shown on the contract documents.  |
| 9) Finish Carpentry:  | Includes all Building A related work as shown on the contract documents.  |
| 10) Roofing, Sheet Metal & Skylights:                                       | Includes all Building A related work as shown on the contract documents.  |
| 11) Glazing:  | Includes all Building A related work as shown on the contract documents.  |
| 12) Doors, Frames & Hardware:   | Includes all Building A related work as shown on the contract documents.  |
| 13) Drywall, Paint, Insulation, Plaster, FRP, Tackable Panels, Specialties: | Includes all Building A related work as shown on the contract documents.  |
| 14) Ceramic Tile:   | Includes all Building A related work as shown on the contract documents.  |
| 15) Terrazzo:   | Includes all Building A related work as shown on the contract documents.  |
| 16) Carpet & Resilient Flooring:  | Includes all Building A related work as shown on the contract documents.  |
| 17) HVAC & Controls:  | Includes all Building A related work as shown on the contract documents.  |
| 18) Grading:  | No work this phase.   |
| 19) Surveying:  | No work this phase.   |

## “Attachment I”

### **Option 2 - Building B Modernization:**

Work to include bringing the underground site MEP infrastructure from outside of the building where terminated per site infrastructure work phase into the building and all Building B related work as shown on the contract documents indicated on “Attachment I-continued”, and as further defined below as modified by this Amendment and the Construction Service Agreement for Lease Lease-Back dated 2/2/08, Option 2 Building B work to occur per the REVISED Phasing schedule.

- |  |   |
|--|---|
| 1) Electrical:   | Installation of underground electrical conduit and piping from outside the building where terminated in the prior phase to the interior of the building where the electrical equipment is to be located. Includes all Building B related work as shown on the contract documents.   |
| 2) Plumbing:   | Installation of underground plumbing piping from outside the building where terminated in the prior phase to the interior of the building where the domestic water, gas and sewer lines are to be located. Includes all Building B related work as shown on the contract documents.   |
| 3) Landscape/Irrigation:   | No work this phase.   |
| 4) Demolition:   | Site demolition as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building. Includes all Building B related work as shown on the contract documents.  |
| 5) Asphalt:  | Asphalt patching as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building.  |
| 6) Concrete:   | Concrete patching as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building. Includes all Building B related work as shown on the contract documents. This scope also includes concrete related to access requirements at doorways and restrooms at Building B as shown on the contract documents. |
| 7) Metals:   | Includes all Building B related work as shown on the contract documents.  |
| 8) Rough Carpentry:  | Includes all Building B related work as shown on the contract documents.  |
| 9) Finish Carpentry:   | Includes all Building B related work as shown on the contract documents.  |
| 10) Roofing, Sheet Metal &<br>Skylights:   | Includes all Building B related work as shown on the contract documents.  |
| 11) Glazing:   | Includes all Building B related work as shown on the contract documents.  |
| 12) Doors, Frames & Hardware:  | Includes all Building B related work as shown on the contract documents.  |
| 13) Drywall, Paint, Insulation,<br>Plaster, FRP,<br>Tackable Panels,<br>Specialties: | Includes all Building B related work as shown on the contract documents.  |
| 14) Ceramic Tile:  | Includes all Building B related work as shown on the contract documents.  |
| 15) Terrazzo:  | Includes all Building B related work as shown on the contract documents.  |
| 16) Carpet & Resilient Flooring:   | Includes all Building B related work as shown on the contract documents.  |
| 17) HVAC & Controls:   | Includes all Building B related work as shown on the contract documents.  |
| 18) Grading:   | No work this phase.   |
| 19) Surveying:   | No work this phase.   |

### **Option 3 - Building C Modernization:**

Work to include bringing the underground site MEP infrastructure from outside of the building where terminated per site infrastructure work phase into the building and all Building C related work as shown on the contract documents indicated on “Attachment I-continued”, and as further defined below as modified by this Amendment and the Construction Service Agreement for Lease Lease-Back dated 2/2/08, Option 3 Building C work to occur per the REVISED Phasing schedule.

- |                          |   |
|--------------------------|---|
| 1) Electrical:           | Installation of underground electrical conduit and piping from outside the building where terminated in the prior phase to the interior of the building where the electrical equipment is to be located. Includes all Building C related work as shown on the contract documents.   |
| 2) Plumbing:             | Installation of underground plumbing piping from outside the building where terminated in the prior phase to the interior of the building where the domestic water, gas and sewer lines are to be located. Includes all Building C related work as shown on the contract documents. |
| 3) Landscape/Irrigation: | No work this phase.   |

## "Attachment 1"

- |   |   |
|---|---|
| 4) Demolition:  | Site demolition as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building. Includes all Building C related work as shown on the contract documents.  |
| 5) Asphalt:   | Asphalt patching as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building.  |
| 6) Concrete:  | Concrete patching as related to bringing electrical and plumbing from outside the building where terminated in the prior phase to the interior of the building. Includes all Building C related work as shown on the contract documents. This scope also includes concrete related to access requirements at doorways and restrooms at Building C as shown on the contract documents. |
| 7) Metals:  | Includes all Building C related work as shown on the contract documents.  |
| 8) Rough Carpentry:   | Includes all Building C related work as shown on the contract documents.  |
| 9) Finish Carpentry:  | Includes all Building C related work as shown on the contract documents.  |
| 10) Roofing, Sheet Metal & Skylights:                                       | Includes all Building C related work as shown on the contract documents.  |
| 11) Glazing:  | Includes all Building C related work as shown on the contract documents.  |
| 12) Doors, Frames & Hardware:   | Includes all Building C related work as shown on the contract documents.  |
| 13) Drywall, Paint, Insulation, Plaster, FRP, Tackable Panels, Specialties: | Includes all Building C related work as shown on the contract documents.  |
| 14) Ceramic Tile:   | Includes all Building C related work as shown on the contract documents.  |
| 15) Terrazzo:   | Includes all Building C related work as shown on the contract documents.  |
| 16) Carpet & Resilient Flooring:  | Includes all Building C related work as shown on the contract documents.  |
| 17) HVAC & Controls:  | Includes all Building C related work as shown on the contract documents.  |
| 18) Grading:  | No work this phase.   |
| 19) Surveying:  | No work this phase.   |

### Option 4 - Remaining Modernization Site Work:

Work to include completion of remaining site work including restriping and resealing existing playground areas, new Kindergarten playground, Path of Knowledge, landscaping and irrigation, galvanized fencing, site furnishings, building signage, site signage, total renovation of parking lots but not limited to ADA upgrades at parking lot and front entrance as shown on the contract documents indicated on "Attachment 1-continued", and as further defined below as modified by this Amendment and the Construction Service Agreement for Lease Lease-Back dated 2/2/08. Option 4 Remaining Site Work to occur per the REVISED Phasing schedule.

- |                          |   |
|--------------------------|---|
| 1) Electrical:           | Completing the change over from the existing switchgear to the new switchgear. Electrical as related to the existing playground areas, new Kindergarten playground, ADA upgrades at parking lot and front entrance, the installation of parking lot lighting. |
| 2) Landscape/Irrigation: | Installation of landscaping and irrigation work as shown on the contract documents.   |
| 3) Demolition:           | Demolition as related to completing the electrical and mechanical change over, existing playground areas, new Kindergarten playground, Path of Knowledge, New parking lot upgrades, ADA upgrades at parking lot and front entrance.                           |
| 4) Asphalt:              | Asphalt as related to restriping and resealing existing playground areas, new Kindergarten playground, Path of Knowledge, new parking lot, ADA upgrades at parking lot and front entrance renovations.  |
| 5) Concrete:             | ADA upgrades, site furnishings, site signage, installation of Path of Knowledge and sidewalks as shown on the contract documents, including any and all items not installed or replaced during the prior phases that are indicated on the contract documents. |
| 6) Metals:               | Installation of galvanized fencing as shown on the contract documents.  |
| 7) Grading:              | Grading for Path of Knowledge and Kindergarten Playground   |
| 8) Surveying:            | Surveying & Layout for Path of Knowledge and Kindergarten Playground all site hardscapes not completed during prior phases, including but not limited to the parking lot renovation.  |

**General 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 9/28/08, 12/2/08, 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-Balfour Beatty, Inc., shall not be responsible for any schedule and/or financial impacts as a result of untimely deletion or addition of work.
13. Barnhart-Balfour Beatty, 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, books, 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. The Contractor does not take responsibility of MEP Systems operability due to the phasing of work, or temporary tie-ins and/or crossovers.
22. Costs and/or delays for re-procuring or rebidding work due to subcontractors, vendors, suppliers, etc., not maintaining or holding their bid price, up to the point of acceptance of a fully executed subcontract agreement, bonds and insurance for the work; this includes delays and costs due to owner rejection of revised subcontractor and contractor pricing. All costs for replacement, not covered by sub bonds, of subcontractors that go out of business during the course of construction to be taken from final remaining contractor's contingency until fully expended, then owner's contingency will be used for any remaining amount.
23. Removal, storage, protection and reinstallation of technology including all miscellaneous appurtenances; work will be performed by District.
24. Damaged or missing material procured during Phase I, including stored items by District.



**EXHIBIT A-LEASE-LEASEBACK AGREEMENT  
AMENDMENT NO. 2 TO TENTH AMENDMENT**

**CONTRACT DOCUMENTS, SPECIFICATIONS, AND DRAWING LIST**

	Description	Date
SPEC BOOK	Specifications for Modernization at Chet Harritt School prepared by Sprotte + Watson Architecture and Planning	06/23/08
HAZMAT REPORT	Chet Harritt School prepared by Western Environmental & Safety Technologies LLC	01/28/09
GEO-TECH REPORT	Chet Harritt School prepared by Ninyo & Moore Geotechnical & Environmental Sciences Consultants	07/05/07
Addendum #1	Chet Harritt Elementary School Modernization Prepared by Trittipio Architecture and Planning	02/17/09
Addendum #2	Chet Harritt Elementary School Modernization Prepared by Trittipio Architecture and Planning	02/24/09
Addendum #3	Chet Harritt Elementary School Modernization Prepared by Trittipio Architecture and Planning	03/18/09
Addendum #4	Chet Harritt Elementary School Modernization Prepared by Trittipio Architecture and Planning.	03/25/09

Sheet	Description	Date
<u>Title Sheets</u>		
T-1	Title Sheet	06/23/08
T-2	Notes, Abbreviations & Materials	06/23/08
<u>Civil Sheets</u>		
C-100	Demolition Plan	06/23/08
C-200	Fire Site Plan	06/23/08
C-300	Grading Plan	06/23/08
C-301	Grading Plan	06/23/08
C-302	Grading Details	06/23/08
C-400	Erosion Control Plan	06/23/08
C-401	Erosion Control Details	06/23/08
C-500	Utility Plan	06/23/08
C-600	Horizontal Control Plan	06/23/08
<u>Landscaping</u>		
L-1	Landscape Irrigation Plan	06/23/08
L-2	Irrigation Notes & Details	06/23/08
L-3	Landscape Planting Plan	06/23/08
L-4	Planting Notes & Details	06/23/08
<u>Architectural</u>		

EXHIBIT A-LEASE-LEASEBACK AGREEMENT  
AMENDMENT NO. 2 TO TENTH AMENDMENT

CONTRACT DOCUMENTS, SPECIFICATIONS, AND DRAWING LIST

A-1.1	Demolition Site Plan	06/23/08
A-1.2	New Work Siteplan	06/23/08
A-1.2.A	Fire Marshal	06/23/08
A-1.3	Enlarged Site Plan	06/23/08
A-1.4	Enlarged Siteplan	06/23/08
A-2.1	Demolition Plan, Building A	06/23/08
A-2.2	New Work Plan, Building A	06/23/08
A-2.3	Demolition Plan, Building B	06/23/08
A-2.4	New Work Plan, Building B	06/23/08
A-2.5	Demolition Plan, Building C	06/23/08
A-2.6	New Work Plan, Building C	06/23/08
A-2.7	Enlarged New Work Floor Plans	06/23/08
A-2.8	Enlarged New Work Floor Plans	06/23/08
A-3.1	Demolition Reflected Ceiling Plan, Building A	06/23/08
A-3.2	New Work Reflected Ceiling Plan, Building A	06/23/08
A-3.3	Demolition Reflected Ceiling Plan, Building B	06/23/08
A-3.4	New Work Reflected Ceiling Plan, Building B	06/23/08
A-3.5	Demolition Reflected Ceiling Plan, Building C	06/23/08
A-3.6	New Work Reflected Ceiling Plan, Building C	06/23/08
A-4.1	Demolition Roof Plan, Building A	06/23/08
A-4.2	New Work Roof Plan, Building A	06/23/08
A-4.3	Demolition Roof Plan, Building B	06/23/08
A-4.4	New Work Roof Plan, Building B	06/23/08
A-4.5	Demolition Roof Plan, Building C	06/23/08
A-4.6	New Work Roof Plan, Building C	06/23/08
A-5.1	Exterior Elevations, Building A	06/23/08
A-5.2	Exterior Elevations, Building B	06/23/08
A-5.3	Exterior Elevations, Building C	06/23/08
A-6.1	Building Sections, Building A	06/23/08
A-6.2	Building Sections, Building B	06/23/08
A-6.3	Building Sections, Building C	06/23/08
A-8.1	Window Schedule	06/23/08
A-8.2	Door Opening Schedule	06/23/08
A-8.2.1	Door Opening Schedule	06/23/08
A-8.3	Finish Schedule	06/23/08
A-9.1	Interior Elevations, Building A	06/23/08
A-9.1.1	Interior Elevations, Building A	06/23/08
A-9.1.2	Interior Elevations, Building A	06/23/08
A-9.2	Interior Elevations, Building B	06/23/08
A-9.2.1	Interior Elevations, Building B	06/23/08
A-9.2.2	Interior Elevations, Building B	06/23/08
A-9.2.3	Interior Elevations, Building B	06/23/08
A-9.2.4	Interior Elevations, Building B	06/23/08
A-9.3	Interior Elevations, Building C	06/23/08
A-9.3.1	Interior Elevations, Building C	06/23/08
A-9.3.2	Interior Elevations, Building C	06/23/08
A-9.3.3	Interior Elevations, Building C	06/23/08
A-10.1	Site Details	06/23/08

**EXHIBIT A-LEASE-LEASEBACK AGREEMENT**  
**AMENDMENT NO. 2 TO TENTH AMENDMENT**

**CONTRACT DOCUMENTS, SPECIFICATIONS, AND DRAWING LIST**

A-10.1.1	Site Details	06/23/08
A-10.1.2	Site Details	06/23/08
A-10.2	Plan Details	06/23/08
A-10.2.1	Plan Details	06/23/08
A-10.3	RCP Details	06/23/08
A-10.4	Wall Details	06/23/08
A-10.5	Roof Details	06/23/08
A-10.6.2	Casework Details	06/23/08
<b><u>Structural</u></b>		06/23/08
S-1	General Notes & Typical Details	06/23/08
S-1.1	Typical Details	06/23/08
S-2A	Existing Foundation Plan, Building A	06/23/08
S-2B	Existing Foundation Plan, Building B	06/23/08
S-2C	Existing Foundation Plan, Building C	06/23/08
S-3A	Existing Roof Framing Plan, Building A	06/23/08
S-3B	Existing Roof Framing Plan, Building B	06/23/08
S-3C	Existing Roof Framing Plan, Building C	06/23/08
SD-1	Structural Details	06/23/08
SD-2	Structural Details	06/23/08
SD-3	Structural Details	06/23/08
SD-4	Structural Details	06/23/08
<b><u>Mechanical</u></b>		06/23/08
T24-1	Title 24	06/23/08
T24-2	Title 24	06/23/08
M-1.0	Mechanical Schedule	06/23/08
M-1.1	Mechanical Legend and Notes	06/23/08
M-1.2	Mechanical Details	06/23/08
M-1.3	Mechanical Details	06/23/08
M-1.4	Mechanical Details	06/23/08
M-1.5	Mechanical Controls	06/23/08
M-1.6	Mechanical Controls	06/23/08
M-2.1	Building A, Mechanical Demolition Floor Plan	06/23/08
M-2.2	Building A, Mechanical New Floor Plan	06/23/08
M-2.3	Building B, Mechanical Demolition Floor Plan	06/23/08
M-2.4	Building B, Mechanical New Floor Plan	06/23/08
M-2.5	Building C, Mechanical Demolition Floor Plan	06/23/08
M-2.6	Building C, Mechanical New Floor Plan	06/23/08
M-4.1	Building A, Mechanical Demolition Roof Plan	06/23/08
M-4.2	Building A, Mechanical New Roof Plan	06/23/08
M-4.3	Building B, Mechanical Demolition Roof Plan	06/23/08
M-4.4	Building B, Mechanical New Roof Plan	06/23/08
M-4.5	Building C, Mechanical Demolition Roof Plan	06/23/08
M-4.6	Building C, Mechanical New Roof Plan	06/23/08
<b><u>Plumbing</u></b>		06/23/08
P-1.0	Plumbing Schedule	06/23/08
P-1.1	Plumbing Schedule & Notes	06/23/08

**EXHIBIT A-LEASE-LEASEBACK AGREEMENT  
AMENDMENT NO. 2 TO TENTH AMENDMENT**

**CONTRACT DOCUMENTS, SPECIFICATIONS, AND DRAWING LIST**

P-1.2	Plumbing Details	06/23/08
P-1.3	Plumbing Details	06/23/08
P-1.4	Plumbing Details	06/23/08
P-1.5	Plumbing Medium Pressure Site Gas Plan	06/23/08
P-2.1	Building A, Plumbing Demolition Floor Plans	06/23/08
P-2.2A	Building A, Plumbing New Sewer & Vent Floor Plans	06/23/08
P-2.2B	Building A, Plumbing New Cold & Hot Water Floor Plans	06/23/08
P-2.2C	Building A, Plumbing New Gas, Condensate & Roof Drains Floor Plans	06/23/08
P-2.3	Building B, Plumbing Demolition Floor Plans	06/23/08
P-2.4A	Building B, Plumbing New Sewer & Vent Floor Plans	06/23/08
P-2.4B	Building B, Plumbing New Cold & Hot Water Floor Plans	06/23/08
P-2.4C	Building B, Plumbing New Gas, Condensate & Roof Drains Floor Plans	06/23/08
P-2.5	Building C, Plumbing Demolition Floor Plans	06/23/08
P-2.6A	Building C, Plumbing New Sewer & Vent Floor Plans	06/23/08
P-2.6B	Building C, Plumbing New Cold & Hot Water Floor Plans	06/23/08
P-2.6C	Building C, Plumbing New Gas, Condensate & Roof Drains Floor Plans	06/23/08
P-4.1	Building A, Plumbing Demolition Roof Plans	06/23/08
P-4.2	Building A, Plumbing New Roof Plans	06/23/08
P-4.3	Building B, Plumbing Demolition Roof Plans	06/23/08
P-4.4	Building B, Plumbing New Roof Plans	06/23/08
P-4.5	Building C, Plumbing Demolition Roof Plans	06/23/08
P-4.6	Building C, Plumbing New Roof Plans	06/23/08
<u>Electrical</u>		06/23/08
E-0.1	Electrical Symbols, Abbreviations & Notes	06/23/08
E-0.2	Luminaire Schedule	06/23/08
E-0.3	Title 24 Lighting Forms	06/23/08
E-0.4	Demolition Single Line Diagram	06/23/08
E-0.5	Single Line Diagram	06/23/08
E-0.6	Power Distribution Calculations	06/23/08
E-0.7	Signal Systems Riser Diagrams	06/23/08
E-1.1	Existing Site Plan	06/23/08
E-1.2	Electrical Site Plan	06/23/08
E-2.1	Building A – Demolition Plan	06/23/08
E-2.2	Building A – Lighting Plan	06/23/08
E-2.3	Building A – Power & Signal Plan	06/23/08
E-2.4	Building A – Roof Plan	06/23/08
E-3.1	Building B – Demolition Plan	06/23/08
E-3.2	Building B – Lighting Plan	06/23/08
E-3.3	Building B – Power & Signal Plan	06/23/08
E-3.4	Building B – Roof Plan	06/23/08
E-4.1	Building C – Demolition Plan	06/23/08
E-4.2	Building C – Lighting Plan	06/23/08
E-4.3	Building C – Power & Signal Plan	06/23/08
E-4.4	Building C – Roof Plan	06/23/08
E-5.1	Relocatables Power & Signal Plan	06/23/08

"Attachment 1-continued"

EXHIBIT A-LEASE-LEASEBACK AGREEMENT  
AMENDMENT NO. 2 TO TENTH AMENDMENT

CONTRACT DOCUMENTS, SPECIFICATIONS, AND DRAWING LIST

E-6.1	Panel Schedules	06/23/08
E-6.2	Panel Schedules	06/23/08
E-7.1	Electrical Details	06/23/08
E-7.2	Electrical Details	06/23/08
E-7.3	Electrical Details	06/23/08
EF-0.1	Fire Alarm Symbols, Details & Notes	06/23/08
EF-0.2	Fire Alarm Calculations	06/23/08
EF-0.3	Fire Alarm Riser Diagram	06/23/08
EF-1.1	Fire Alarm Site Plan	06/23/08
EF-2.1	Building A – Fire Alarm Plan	06/23/08
EF-3.1	Building B – Fire Alarm Plan	06/23/08
EF-4.1	Building C – Fire Alarm Plan	06/23/08
EF-5.1	Relocatables – Fire Alarm Plan	06/23/08

**SANTEE SCHOOL DISTRICT  
 GUARANTEED MAXIMUM PRICE (GMP)  
 COST SUMMARY**

DESCRIPTION	REMAINING COSTS	REVISED COSTS	DIFFERENCE	REMARKS
<b>SUBTOTAL CONSTRUCTION HARD COSTS</b>	<b>\$4,577,216</b>	<b>\$4,920,618</b>	<b>\$343,402</b>	
CONTRACTORS CONTINGENCY 3.5%	\$160,203	\$172,222	\$12,019	
<b>SUBTOTAL CONSTRUCTION COST W/ CONTRACTORS CONTINGENCY</b>	<b>\$4,737,419</b>	<b>\$5,092,840</b>	<b>\$355,421</b>	
BUILDERS FEE (4.5% of Line 29)	\$213,184	\$229,178	\$15,994	
GENERAL CONDITIONS, BONDS, AND INSURANCE	\$498,562	\$498,562	\$0	
<b>SUBTOTAL CONSTRUCTION COST WITH GC'S, BONDS, INSURANCE:</b>	<b>\$5,449,165</b>	<b>\$5,820,578</b>	<b>\$371,415</b>	
COC INSURANCE - CONTRACTORS SHARE 1/3rd OF ACTUAL COC COST (of line 27)	-\$887	(\$3,385)	(\$2,498)	
COC INSURANCE - SCHOOL DISTRICT SHARE 2/3rd OF ACTUAL COC COST (of line 27)				
<b>SUBTOTAL GMP</b>	<b>\$5,450,585</b>	<b>\$5,817,194</b>	<b>\$368,816</b>	
5% OWNER CONTINGENCY	\$272,529	\$290,860	\$18,446	
<b>TOTAL GMP</b>	<b>\$5,723,114</b>	<b>\$6,108,054</b>	<b>\$387,362</b>	

Attachment "3"  
EXHIBIT C LEASE-LEASEBACK AGREEMENT  
AMENDMENT NO. 2 TO TENTH AMENDMENT (PHASE IV)  
General Condition Breakdown

	Contractor	Subcontractor	Owner or Reimbursible
<b>Miscellaneous Project Costs</b>			
SUPERVISION-Superintendent	X		
FIELD OFFICE MOB/DEMOB/SETUP	X		
FIELD OFFICE TRAILER RENTAL (1 for every 2 projects)	X		
CLERK full time per office trailer	X		
OFFICE SUPPLIES	X		
TELEPHONE and DATA SERVICE	X		
MISCELLANEOUS SUPPLIES	X		
FIELD TOILETS SMALL JOBS	X		
PROJECT GAS & DIESEL	X		
SAFETY EQUIPMENT	X		
TEMPORARY FENCE (add for windscreen)	X		
TEMPORARY FENCE WINDSCREEN	X		
FIELD STORAGE SHED - MOB/DEMOB	X		
PROJECT MANAGER 1/2 time per project	X		
SAFETY TRAINING	X		
ONSITE SCHEDULER	X		
PROJECT ENGINEER 1/2 time per project	X		
COORDINATING GENERAL SUPER	X		
DEB EQUIPMENT MAINTENANCE	X		
EQUIPMENT/VEHICLE DEPRECIATION	X		
BUILDER'S COPIER	X		
MISC PRINTING COSTS (plans, specs, and adenda by owner)	X		
DEB COMPUTER/PRINTER	X		
DRAWING AND SPEC DISTRIBUTION	X		
(fex ex addendum, courier etc.)	X		
CONTRACT CLOSEOUT	X		
AS BUILT'S-PLAN REPRODUCTION	X		
JOBSITE SIGNAGE	X		
DUMPSTERS FOR GC ONLY	X		
DAILY CLEAN	X		
TEMPORARY ELEC USAGE (by owner)			X
TEMPORARY WATER USAGE (by owner)			X
COC INSURANCE (Builder's Risk)	33%		67%
SECURITY SYSTEM FOR TRAILERS ONLY	X		
JOBSITE SECURITY (if required)			X
PERMITS (by owner)			X
INSPECTOR OWNER FURNISHINGS			X
INSPECTOR TRAILER- (2) SMALL TRAILERS TOTAL PER PHASE IV - SITE TO BE DETERMINED	X		
INSPECTOR OFFICE CLEANING			X
LABOR COMPLIANCE SERVICE			X
PERMITS AND DEVELOPER FEES			X
TESTING, INSPECTIONS, AND SOILS CONSULTANT			X
OFFSITE IMPROVEMENT BOND			X
FINGERPRINTING COSTS (IF REQUIRED)	X		
PRINTING OF PLANS, SPECIFICATIONS, AND ADDENDUM			X

Attachment "3"  
 EXHIBIT C LEASE-LEASEBACK AGREEMENT  
 AMENDMENT NO. 2 TO TENTH AMENDMENT (PHASE IV)  
 General Condition Breakdown

	Contractor		Subcontractor	Owner or
	GC's		Work	Reimbursible
<b>Miscellaneous Project Costs</b>				
FINAL CLEAN			X	
HAZ MAT ABATEMENT NOT QUANTIFIED IN HAZMAT REPORT				X
EQUIPMENT RENTAL			X	
SWPPPS COMPLIANCE			X	
HOISTING/CRANING			X	
INDEPENDENT SURVEYOR			X	
TEMPORARY ELEC CONNECTION			X	
TEMPORARY WATER CONNECTION			X	
TRAFFIC CONTROL			X	
DUST CONTROL			X	
TEMPORARY BARRICADES, WOOD FENCES, AND BARRIERS			X	
TEMPORARY HANDRAILS			X	
TEMPORARY SITE ACCESS-TEMP SIDEWALKS			X	
DEWATERING			X	
OVERTIME FOR ACCELERATED MODERNIZATION/SUMMERMODS			X	
<b>Note: Self performed work has it's own General Conditions that are not included in this breakdown.</b>				



**Attachment 4 to Amendment 2 of Tenth Amendment  
Chet F. Harritt School Modernization (Phase IV)**

**EXHIBIT A – SUBLEASE AGREEMENT, AMENDED**

**SCHEDULE OF SUBLEASE PAYMENTS**

The term of this sublease for Phase IV – Chet F Harritt School Modernization of the Project shall commence on the date the term of the Site Lease commences for Phase IV – Chet F. Harritt School modernization pursuant to section 2 thereof and Amendment No. 2 to Tenth Amendment – Chet F. Harritt School Modernization (Phase IV). Sublease payments shall be paid monthly and the total Sublease Payments made shall not exceed the amount of the GMP as defined in Section 6 of the Construction Services Agreement for Phase IV – Chet F. Harritt 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 Amendment No. 2 to Tenth Amendment (Phase IV – Chet F. Harritt School Modernization) for the Chet F. Harritt 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 Seven (7) months, commencing on the date of issuance of the Notice to Proceed for Amendment No. 2 to Tenth Amendment (Phase IV - Chet F. Harritt School Modernization), 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.

