

Pacific View Charter School

A California Public School and Nonprofit 501(c) (3) Corporation
3670 Ocean Ranch Blvd., Oceanside, CA 92056
Phone # (760) 757-0161

Agenda

Board of Trustees' Meeting – Tuesday, April 23, 2013
Board Meeting begins at 5:00 p.m.

1. Call To Order
2. Approval of Agenda **Action**
3. Pledge of Allegiance
4. Introductions
5. Public Comment
6. Executive Director's Report **Information**
7. Treasurer's Report Ending March 31, 2013 **Information**

8. Consent Calendar

These agenda items are considered routine and will be approved in one action without discussion. If a Board Trustee requests that an item be removed from the consent calendar or a citizen wishes to speak to an item, the item will be considered under Action Items.

8.1 Minutes from Board Meeting of March 19, 2013

Resolution Designating Authorized Agent to Receive Mail and Pick-Up Warrants at the County Office of Education

Payment Order Resolution

Resolution Authorizing the County Office of Education Credentials Department to Release Credential Held Warrants to Employees

Resolution Designating Authorized Agent to Sign School Orders (Commercial Warrants

Action

9. Action/Discussion Items

9.1 Calendar 2013.2014 School Year

Action

9.2 First Public Hearing for Flexibility Transfer

Information

9.3 Architect and Construction Agreement

Action

9.4 New Satellite Location

Information

9.5 Building Refinance Negotiations

Action

10. Closed Session

10.1 Personnel Exception (Gov Code 54957)

Action

11. Report Out To Public Action Taken In Closed Session

12. Board/Staff Discussion

13. Adjournment

7.0

PACIFIC VIEW CHARTER SCHOOL

BOARD OF TRUSTEES' MEETING

April 23, 2013

2012/13 TREASURER'S REPORT
FOR PERIOD ENDING March 31, 2013

PACIFIC VIEW CHARTER SCHOOL

Treasurer's Report

April 23, 2013 Board Meeting

2012/13 - Charter Schools Enterprise Fund 62-00 & Capital Outlay Fund 62-01 Statement of Activities for the Period Ending March 31, 2013

Revenues			2012/13	2012/13	#	Year-to-Date	Remaining	%
<u>Object</u>	<u>Resource</u>	<u>Description</u>	<u>Second Interim</u>	<u>Revised Budget</u>		<u>7/1-03/31/13 Transactions</u>	<u>Budget</u>	<u>Budget Remaining</u>
8015	0000	General Purpose Entitlement	2,021,270	2,021,270		922,018	1,099,252	54%
8096	0000	Transfer to Charter School Revenue Limit	908,688	908,688		705,287	203,401	22%
8550	0000	Mandated Cost Reimbursement	7,210	7,210		7,210	0	0%
8560	1100	Lottery	65,187	67,996		25,263	42,733	63%
8560	6300	Restricted Lottery	21,430	18,621		4,053	14,568	78%
8590	0000	Categorical Block Grant/Other State Funding	294,285	294,285		203,877	90,408	31%
8660	0000	Interest	2,210	2,610		900	1,710	66%
8699	0000	All Other Local Revenue	8,000	8,000		748	7,252	91%
8919	0000	Other Authorized Interfund Transfers	0	0		0	0	0%
Grand Total All Revenues:			<u>3,328,280</u>	<u>3,328,680</u>		<u>1,869,356</u>	<u>1,459,324</u>	<u>44%</u>

Expenditures

<u>Object</u>	<u>Certificated Personnel Salaries</u>						
1100	Teacher	1,219,678	1,219,678	910,275	309,403	25%	
1300	Supervisors and Administrators	196,913	196,913	153,247	43,666	22%	
1900	Other Certificated	0	0	0	0	0%	
Total Certificated Personnel Salaries:		<u>1,416,591</u>	<u>1,416,591</u>	<u>1,063,521</u>	<u>353,070</u>	<u>25%</u>	

PACIFIC VIEW CHARTER SCHOOL

Treasurer's Report April 23, 2013 Board Meeting

2012/13 - Charter Schools Enterprise Fund 62-00 & Capital Outlay Fund 62-01 Statement of Activities for the Period Ending March 31, 2013

<u>Description</u>	2012/13 Second Interim	2012/13 Revised Budget	Year-to-Date 7/1-03/31/13 Transactions	Remaining Budget	% Budget Remaining
<u>Object</u>					
<u>Classified Personnel Salaries</u>					
2100 Instructional Aides	28,515	28,515	18,277	10,238	36%
2300 Supervisors and Administrators	116,103	116,103	87,077	29,026	25%
2400 Clerical, Technical and Office	36,257	36,257	27,779	8,478	23%
2900 Other Classified Salaries	58,760	58,760	44,765	13,995	24%
Total Classified Personnel Salaries:	239,635	239,635	177,898	61,737	26%
<u>Total Employee Benefits:</u>	400,807	400,807	286,449	114,358	29%
<u>Books and Supplies</u>					
4100 Textbooks	2,809	2,809	581	2,228	79%
4200 Books and Other Reference Materials	0	0	0	0	0%
4300 Materials and Supplies	112,581	112,581	33,335	79,246	70%
4400 Non Capitalized Equipment	0	0	0	0	0%
Total Books and Supplies:	115,390	115,390	33,916	81,474	71%
<u>Services and Other Operating Expenditures</u>					
5200 Travel and Conferences	29,091	29,091	5,663	23,428	81%
5300 Dues and Memberships	7,752	7,752	6,366	1,386	18%
5500 Operations and Housekeeping Services	24,000	24,000	15,139	8,861	37%
5600 Rentals, Leases, Repairs, and Non capitalized Improvements	660	660	475	185	28%
5800 Professional Consulting Services & Operating Expenses	1,006,674	1,006,674	660,167	346,507	34%

PACIFIC VIEW CHARTER SCHOOL

Treasurer's Report

April 23, 2013 Board Meeting

2012/13 - Charter Schools Enterprise Fund 62-00 & Capital Outlay Fund 62-01
Statement of Activities for the Period Ending March 31, 2013

<u>Description</u>	2012/13 Second Interim	2012/13 Revised Budget	Year-to-Date 7/1-03/31/13 Transactions	Remaining Budget	% Budget Remaining
Object	<u>Services & Other Operating Expenses (con't)</u>				
5900	8,163	8,163	2,811	5,352	66%
	1,076,340	1,076,340	690,621	385,719	36%
6XXX	0	0	0	0	0%
7XXX	<u>Other Outgo and Transfers Out</u>				
	3,248,763	3,248,763	2,252,406	996,357	31%
	2,047,455	2,047,455			
	79,517	79,917			
	2,126,972	2,127,372			
9711 000	200	200			
9770 000	97,463	97,463			
9780 009	50,000	50,000			
9780 008	14,416	14,416			
9780 007	150,000	150,000			
9780 000	1,644,624	1,645,025			
9780 012	160,237	160,237			
9780 013	10,032	10,032			

PACIFIC VIEW CHARTER SCHOOL

Treasurer's Report

April 23, 2013 Board Meeting

2012/13 Capital Projects Fund 62-01

Statement of Activities for the Period Ending March 31, 2013

<u>Revenues</u>		2012/13	2012/13	Year-to-Date	Remaining	%
<u>Object</u>	<u>Description</u>	Second	Revised	7/1/12-03/31/13	Budget	Budget
		Interim	Budget	Transactions		Remaining
8660	Interest	400	800	439	361	45.1%
8919	Other Transfers In - General Fund (CSEF)	0	0	0	0	0.0%
	Grand Total All Revenues:	<u>400</u>	<u>800</u>	<u>439</u>	<u>361</u>	<u>0.0%</u>

Expenditures

Object Description

Services and Other Operating Expenditures

4400	Non-Capitalized Equipment	0	0	0	0	0.0%
5600	Rental, Lease and Repair	0	0	0	0	0.0%
5800	Professional Consulting Services & Operating	3,000	3,000	0	3,000	100.0%
	Total Services and Other Operating Expenditures:	<u>3,000</u>	<u>3,000</u>	<u>0</u>	<u>3,000</u>	<u>0.0%</u>

Capital Outlay

6200	Buildings and Improvements of Buildings	0	0	0	0	0.0%
6400	Equipment	0	0	0	0	0.0%
6500	Equipment Replacement	0	0	0	0	0.0%
		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.0%</u>

7619	<u>Transfers Out</u>	0	0	0	0	0.0%
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	Grand Total All Expenditures:	<u>3,000</u>	<u>3,000</u>	<u>0</u>	<u>3,000</u>	<u>100.0%</u>
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	Beginning Fund Balance	384,034	384,034			
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	Increase/Decrease	-2,600	-2,200			
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	Ending Fund Balance	381,434	381,834			
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Revenue and expense from this statement are included in Fund 62-00 Charter School Enterprise Fund. Separate statement produced to reflect Fund 62-01 Capital Projects Fund balance independently from Fund 62-00 Charter School Enterprise Fund.

8.1

Pacific View Charter School

A California Public School and Nonprofit 501(c) (3) Corporation
3670 Ocean Ranch Blvd., Oceanside, CA 92056
Phone # (760) 757-0161

Minutes

Board of Trustees' Meeting – Tuesday, March 19, 2013
Closed Session 4:30pm
Board Meeting 5:00 p.m.

14. Call To Order

President Gleisberg called the meeting to order at 4:30 pm with Trustees Bob Gleisberg, Jody Miller, & Jon Walters present.

15. Approval of Agenda

Moved by President Gleisberg and seconded by 1st Vice President Walters to approve the agenda as presented.

AYES: Gleisberg, Miller, Walters

NOES: None

ABSTAINED: None

16. Pledge of Allegiance

The pledge was led by Founding Executive Director, Gina Campbell

17. Introductions

Cassidy Chindlund, Lori Bentley, Business Services Technician; Kathi Cohen, Lead High School Teacher, Jonathon Jordan, Rosemary Jordan

18. Public Comment

None

19. Closed Session

The board convened to Closed Session at 4:33 p.m.

6.1 Consideration of expelled student #679616 to attend Pacific View Charter

6.2 Consideration of expelled student #745648 to attend Pacific View Charter

20. Report Out To Public Action Taken In Closed Session

The board reconvened to open session at 5:11p.m.

The board reported out that the decision was to allow both students to attend Pacific View Charter School.

21. Executive Director's Report

- ✚ Three of us attended the 20th Annual CCSA Conference held in San Diego last week. Break-out sessions centered around students, curriculum and technology.
- ✚ We will be participating in the Avocado Festival in Fallbrook on April 21 and you all have a flier for the fundraiser at Mimi's in Oceanside on Friday, March 22 from breakfast to a late dinner.
- ✚ The See's candy fundraiser just ended, we feel like it was very successful.
- ✚ Star Testing will begin on April 8 in teacher offices with small groups testing.
- ✚ Kathy Meck our Lead K-8 Teacher attended another Common Core workshop at the County Office of Education.
- ✚ Our student ambassador from MiraCosta College will be here again on Monday to help the students with any questions regarding registration for summer courses. MiraCosta is sending a couple of vans to pick our students up and take them to the college for placement testing.
- ✚ Kaplan College came and presented their program to the students.
- ✚ Friday's we have a College and Career meeting in the Study Hall. Students can come and research different colleges. Our goal is to promote the culture of going to college.
- ✚ ITT tech also came and made a presentation to the students about their program.
- ✚ Kira, Lori, John and I attended a workshop on safety call the Bullet Proof Mind- Active Shooter. The speaker referenced an application that can be applied to windows for added safety. We are continuing to practice our lockdown drills, our next one will be unannounced to staff. After this next drill we will have Oceanside Police come out and assess our drill.
- ✚ Sandy, Kira, Lori and I are meeting with an architect and a construction company regarding E Occupancy here is building 6 and possibly building out small group work areas in some of the warehouses. E Occupancy will allow us to have students upstairs in building 6. More information will be brought back to you at a future meeting.

22. Treasurer's Report

- ✚ This report is through February 28, 2013 with no changes in the budget.
- ✚ Transaction change with 46% of revenue still owed and 38% of expenditures open, this will change by the end of April.
- ✚ On the revenue side the Interest was increased by \$200.00.
- ✚ The budget should remain the same until the Unaudited Actuals are presented at the end of the year.

23. Consent Calendar

10.1 Moved by Trustee Miller and seconded by President Gleisberg to approve the Consent Calendar items as presented.

AYES: Gleisberg, Miller, & Walters

NOES: None

ABSTAIN: None

24. Action/Discussion Items

11.1 Moved by President Gleisberg and seconded by Trustee Miller to approve changing the April board meeting date to April 23, 2013.

AYES: Gleisberg, Miller, & Walters

NOES: None

ABSTAIN: None

11.2 Moved by President Gleisberg and seconded by Trustee Miller to approve Hosaka, Rotherham, & Company as the Independent Auditor for a term of three years.

AYES: Gleisberg, Miller, & Walters

NOES: None

ABSTAIN: None

12.0 Personnel

12.1 Moved by Trustee Miller and seconded by 1st Vice President Walters to approve the Technology Technician Job Description as presented.

AYES: Gleisberg, Miller, & Walters

NOES: None

ABSTAIN: None

13.0 Board/Staff Discussion

✚ 1st Vice President Walters asked for clarification regarding Adult Ed programs and when students would be counseled to transition over from our program. He was also interested in knowing more about the construction timeline we are working on

✚ President Gleisberg was interested in the protective film that can be applied to windows.

14.0 Adjournment

President Gleisberg adjourned the meeting at 5:34pm

**RESOLUTION DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL
AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION**

Pacific View Charter School District, San Diego County ON MOTION

OF member _____, seconded by member

effective July 1, 2013 through June 30, 2014.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (**one person only**) to receive mail from the Accounting/Payroll Sections is Kira Fox.
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are: Lori Bentley or Gina Campbell

- _____
- | | | | | | |
|----|-----------|--------------------------|--------------------------|--------------------------|---|
| 3. | mail | hold | consortium | | |
| | Check one | X | <input type="checkbox"/> | <input type="checkbox"/> | Monthly payroll warrants each and every month. |
| | Check one | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Daily/Hourly payroll warrants each and every month. |

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on April 23, 2013 by the following vote:

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

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

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp)

PAYMENT ORDER RESOLUTION

Pacific View Charter School District, San Diego County ON MOTION

OF member _____, seconded by member _____

effective July 1, 2013 through June 30, 2014.

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title I of the Government Code (**all districts**), the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

Gina Campbell or Lori Bentley.

IT IS FURTHER RESOLVED AND ORDERED that, in accordance with the payroll procedure provided in Education Code Section 45310 (**merit system districts only**), no warrant shall be drawn by or on behalf of the governing board of this district for the payment of any salary or wage to any employee in the classified service unless the assignment bears the certification of the following person:

N/A, Personnel Director

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on April 23, 2013 by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

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

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp) Gov Code Sec. 5501

**RESOLUTION AUTHORIZING THE COUNTY OFFICE OF EDUCATION CREDENTIALS
DEPARTMENT TO RELEASE CREDENTIAL HELD WARRANTS TO EMPLOYEES**

Pacific View Charter School District, San Diego County ON MOTION OF member _____, seconded by member _____ effective July 1, 2013 through June 30, 2014.

IT IS RESOLVED AND ORDERED that, The County Office of Education Credentials Department is authorized to release credentials held warrants to employees who have provided the required credential paper work.

PASSED AND ADOPTED by said Governing Board on April 23, 2013 by the following vote:

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

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

Secretary/Clerk of the Governing Board

**RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS
(COMMERCIAL WARRANTS)**

Pacific View Charter School District, San Diego County ON MOTION

OF member _____, seconded by member _____
effective July 1, 2013 through June 30, 2014.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section 42632 or 85232, Gina Campbell or her authorized representative, Kira Fox be and is hereby authorized to sign any and all orders in the name of said District, drawn on the funds of said District.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on _____ by the following
vote: (date)

AYES: _____ MEMBERS
NOES: _____ MEMBERS
ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

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

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp)

9.1

**PACIFIC VIEW CHARTER SCHOOL
2013-2014 SCHOOL CALENDAR-DRAFT**

	M	T	W	TH	F	HS TRACK 1	TRACK 2/K-8
July	1	2	3	4	5	*Track 1 School Begins 7/1	
	8	9	10	11	12	7/4 Independence Day	
	15	16	17	18	19		
	22	23	24	25	26		
	29	30	31			22 Days	
August				1	2		
	5	6	7	8	9		
	12	13	14	15	16		
	19	20	21	22	23		Track 2 begins 8.19
	26	27	28	29	30	22 Days (44 Cum)	10 Days
September	2	3	4	5	6	9.2 Labor Day Observed	9.2 Labor Day Observed
	9	10	11	12	13		
	16	17	18	19	20		
	23	24	25	26	27		
	30					20 Days (64 Cum)	(30 Cum)
October		1	2	3	4		
	7	8	9	10	11		
	14	15	16	17	18		
	21	22	23	24	25		
	28	29	30	31		23 Days (87 Cum)	(53 Cum)
November					1		
	4	5	6	7	8		
	11	12	13	14	15	11.11 Veteran's Day	11.11 Veteran's Day
	18	19	20	21	22		
	25	26	27	28	29	15 Days (102 Cum)	(68 Cum)
December	2	3	4	5	6		
	9	10	11	12	13		
	16	17	18	19	20		
	23	24	25	26	27		
	30	31				15 Days (117 Cum)	(83 Cum)
January			1	2	3		
	6	7	8	9	10		
	13	14	15	16	17		
	20	21	22	23	24	MLK Day 1.20	MLK Day 1.20
	27	28	29	30	31	19 Days (136 Cum)	(102 Cum)
February	3	4	5	6	7		
	10	11	12	13	14		
	17	18	19	20	21	President's Day 2.17	President's Day 2.17
	24	25	26	27	28	19 Days (155 Cum)	(121 Cum)
March	3	4	5	6	7		
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	27	28	20 Days (174 Cum)	
	31						21 Days (142 Cum)
April		1	2	3	4	Track 1 ends April 7	3.31-4.4 Spring Break
	7	8	9	10	11	1 Day (175 Cum)	
	14	15	16	17	18	4-8-13 Intersession Begins	
	21	22	23	24	25		
	28	29	30				17 Days (159 Cum)
May				1	2		
	5	6	7	8	9		
	12	13	14	15	16		
	19	20	21	22	23	5-19-13 Intersession Ends	16 Days (175 Cum)
	26	27	28	29	30	Graduation 5.28	Track 2 ends 5.22
June	2	3	4	5	6		Memorial Day 5.26
	9	10	11	12	13		Graduation 5.28
	16	17	18	19	20		
	23	24	25	26	27		
	30						

9.2

**Pacific View Charter School
Public Hearing for Flexibility Transfer
April 23, 2013**

The Budget trailer bill (SBX3 4) gives local school agencies the authority to use the funds received from the state for Tier III programs for “any educational purpose, to the extent permitted by federal law.”

Following are the Tier III categorical programs budgeted for 2013/14 which have been allocated to unrestricted general fund by resource.

<i>Resource</i>	<i>Description</i>	<i>Based upon 2012/13 Entitlements</i>
<i>0922</i>	<i>Arts and Music Block Grant</i>	<i>\$ 4,974.00</i>
<i>0923</i>	<i>CAHSEE Intensive Instruction and Services</i>	<i>\$13,820.00</i>

Administration is inviting public discussion to consider the proposed use of 2013/14 Unrestricted General Fund Resource 0922 & 0923 for the 2013/14 school year. Final board approval will be requested at the May board meeting following adequate time for public consideration. In addition these two state categorical programs can be transferred to any “educational purpose” for the period from 2008/09 to 2012/13 as provided in Budget trailer bill SBX3 4. Governor Brown has proposed school finance reform that would eliminate this requirement; all schools will follow current law governing flexibility transfer until such law has been officially changed. These funds will be used for textbooks, books other than textbooks, curriculum software and instructional supplies.

The result of the transfer will be that the restrictions placed by the State on expenditures of these funds will be removed and the items listed are permitted expenditures under both state and federal law.

9.3



ConsensusDOCS is proudly endorsed by the following



CONSENSUSDOCS NO. 205
STANDARD SHORT FORM AGREEMENT BETWEEN OWNER AND CONTRACTOR

(Where the Contract Price is a Lump Sum)

This document was developed through a collaborative effort of entities representing a wide cross-section of the construction industry. The organizations endorsing this document believe it represents a fair and reasonable consensus among the collaborating parties of allocation of risk and responsibilities in an effort to appropriately balance the critical interests and concerns of all project participants.

These endorsing organizations recognize and understand that users of this document must review and adapt this document to meet their particular needs, the specific requirements of the project, and applicable laws. Users are encouraged to consult legal, insurance and surety advisors before modifying or completing this document. Further information on this document and the perspectives of endorsing organizations is available in the ConsensusDOCS Guidebook.

Job Number: 1075

This Agreement is made this 25th day of March, 2013, by and between

OWNER,

PACIFIC VIEW CHARTER SCHOOL, FACILITIES DEVELOPMENT COMPANY, LLC
3670 Ocean Ranch Boulevard
Oceanside, CA 92056

IMPORTANT: A vertical line in the margin indicates a change has been made to the original text. Prior to signing, recipients may wish to request from the party producing the document a "redlined" version indicating changes to the original text. Consultation with legal and insurance counsel and careful review of the entire document are strongly encouraged. ConsensusDOCS 205 • STANDARD SHORT FORM AGREEMENT BETWEEN OWNER AND CONTRACTOR (Where the Contract Price Is a Lump Sum) Copyright © 2007, ConsensusDOCS LLC, revised May 2009. YOU ARE ALLOWED TO USE THIS DOCUMENT FOR ONE CONTRACT ONLY. YOU MAY MAKE 9 COPIES OF THE COMPLETED DOCUMENT FOR DISTRIBUTION TO THE CONTRACT'S PARTIES. ANY OTHER USES, INCLUDING COPYING THE FORM DOCUMENT, ARE STRICTLY PROHIBITED.

Ph: (760) 757-0161

and

CONTRACTOR.

WATKINS LANDMARK CONSTRUCTION

560 Stevens Avenue

Solana Beach, CA 92075

Ph:(858) 259-1240

Fax: (858) 259-1264

PROJECT:

PACIFIC VIEW CHARTER SCHOOL

3670 Ocean Ranch Boulevard

Oceanside, CA 92056

ARCHITECT/ENGINEER:

BLUEMOTIF ARCHITECTURE

2311 Kettner Blvd

San Diego, CA 92101

(619) 269-5288

1. **THE WORK** Contractor shall furnish construction administration and management services and use Contractor's diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. Contractor shall provide all labor, materials, equipment and services necessary to complete the Work, as described in Exhibit A, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents as being necessary to produce the indicated results.
2. **CONTRACT PRICE** As full compensation for performance by Contractor of the Work. Owner shall pay Contractor the lump sum price of Eighteen Thousand One Hundred Sixty-Eight and 81/100 Dollars (\$18,168.81). The lump sum price is hereinafter referred to as the Contract Price, which shall be subject to increase or decrease as provided in this Agreement.
3. **EXHIBITS** The following Exhibits are incorporated by reference and made part of this Agreement:
 - EXHIBIT A: Proposal with Qualifications and Exclusions, 4 pages.
 - EXHIBIT B: Schedule, 1 page.
 - EXHIBIT C: Wage Rates, 1 page.

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4. **ETHICS** The Owner and the Contractor shall perform their obligations with integrity, ensuring at a minimum that: a) Conflicts of interest shall be avoided or disclosed promptly to the other Party; and b) The Contractor and the Owner warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, subcontractors or others for whom they may be liable, to secure preferential treatment.

5. **CONTRACTOR'S RESPONSIBILITIES** Contractor shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Contract Documents give other specific instructions.

5.1 Except for permits and fees that are the responsibility of the Owner pursuant to this Agreement, Contractor shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Work.

5.2 Contractor shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Work provided by Contractor.

5.3 In the event that Owner elects to perform work at the Worksite directly or by others retained by Owner, Contractor and Owner shall coordinate the activities of all forces at the Worksite and shall agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Contractor and assist with the coordination of activities and the review of construction schedules and operations. The Contract Price and Contract Time shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the construction schedule shall be revised accordingly.

5.4 In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, Contractor shall examine and compare the drawings and specifications with information furnished by Owner pursuant to Paragraph 6.2; relevant field measurements made by Contractor; and any visible conditions at the Worksite affecting the Work.

5.5 **WARRANTY**

5.5.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others retained by Owner, or abuse.

5.5.2 If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents ("Defective Work"), Owner shall promptly notify Contractor in writing. Unless Owner provides written acceptance of the condition, Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional

services required for correction of any Defective Work for which it is responsible.

5.6 SAFETY Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work, except that Contractor's subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of applicable laws and regulations. Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the site and adjacent to Work areas, whether or not the property is part of the Work.

5.7 HAZARDOUS MATERIALS A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal and/or clean-up. Contractor shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, or rendered or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate government agency. If Contractor incurs additional costs and/or is delayed due to the presence or remediation of Hazardous Material, Contractor shall be entitled to an equitable adjustment in the Contract Price and/or the Contract Time.

5.8 MATERIALS BROUGHT TO THE WORKSITE Contractor shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by Contractor in accordance with the Contract Documents and used or consumed in the performance of the Work.

5.9 SUBMITTALS Contractor shall submit to Owner and, if directed, to its Architect/Engineer for review and approval all shop drawings, samples, product data and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form if required in accordance with ConsensusDOCS 200.2 and Paragraph 6.4. Contractor shall be responsible to Owner for the accuracy and conformity of its submittals to the Contract Documents. Contractor shall prepare and deliver its submittals to Owner in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of Owner and others retained by Owner. When Contractor delivers its submittals to Owner, Contractor shall identify in writing for each submittal all changes, deviations or substitutions from the requirements of the Contract Documents. The approval of any Contractor submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Contract Documents unless express written approval is obtained from Owner specifically authorizing such deviation, substitution or change. Further, Owner shall not make any change, deviation or substitution through the submittal process without specifically identifying and authorizing such deviation to Contractor. Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. Contractor shall perform all Work strictly in accordance with approved submittals. Owner's approval does not relieve Contractor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved shop drawings.

5.10 SITE CONDITIONS If the conditions at the Worksite are (a) subsurface or other physical conditions which are materially different from those indicated in the Contract Documents, or (b) unusual or unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Contractor shall stop Work and give immediate written notice of the condition to Owner and the

Architect/Engineer. Contractor shall not be required to perform any work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price and/or Contract Time as a result of the unknown condition shall be made by Change Order.

5.11 CUTTING, FITTING AND PATCHING Contractor shall perform cutting, fitting and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or others retained by Owner.

5.12 CLEANING UP Contractor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. Contractor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Contractor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

6. OWNER'S RESPONSIBILITIES Any information or services to be provided by Owner shall be provided in a timely manner so as not to delay the Work.

6.1 FINANCIAL INFORMATION Prior to commencement of the Work and thereafter at the written request of Contractor, Owner shall provide Contractor with evidence of Project financing. Evidence of such financing shall be a condition precedent to Contractor's commencing or continuing the Work. Contractor shall be notified prior to any material change in Project financing.

6.2 WORKSITE INFORMATION Owner shall provide at Owner's expense and with reasonable promptness the following, which Contractor shall be entitled to rely upon for its accuracy and completeness:

6.2.1 information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface and environmental studies, reports and investigations;

6.2.2 tests, inspections and other reports dealing with environmental matters, hazardous material and other existing conditions, including structural, mechanical and chemical tests, required by the Contract Documents or by law; and

6.2.3 any other information or services requested in writing by Contractor that are relevant to Contractor's performance of the Work and under Owner's control.

The information required by this Paragraph shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, allies, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by Contractor in laying out the Work.

6.3 BUILDING PERMIT, FEES AND APPROVALS Except for those required of Contractor pursuant to this Agreement, Owner shall secure and pay for all other permits, approvals, easements, assessments and fees required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

6.4 ELECTRONIC DOCUMENTS If the Owner requires that the Owner, Architect/Engineer and Contractor exchange documents and data in electronic or digital form, prior to any such exchange,

the Owner, Architect/Engineer and Contractor shall agree on a written protocol governing all exchanges in ConsensusDOCS 200.2 or a separate Agreement.

7. **SUBCONTRACTS** Work not performed by Contractor with its own forces shall be performed by subcontractors. Contractor agrees to bind every subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the Work.

8. CONTRACT TIME

8.1 **DATE OF COMMENCEMENT** The Date of Commencement is the date of this Agreement as first written on page one of this Agreement, unless otherwise set forth below: (Insert here any special provisions concerning notices to proceed and the Date of Commencement.)

8.2 **TIME** Substantial Completion of the Work shall be achieved in TBD (47) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Work shall be finally complete within five (5) Days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents. Time limits stated above are of the essence of the Agreement.

9. **SCHEDULE OF THE WORK** Before submitting the first application for payment, Contractor shall submit, for review by the Architect/Engineer and approval by Owner, a Schedule of the Work that shall show the dates on which Contractor plans to begin and to complete various parts of the Work, including dates on which information and approvals are required from Owner.

10. DELAYS AND EXTENSIONS OF TIME

10.1 If the Contractor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Contractor, the Contractor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of the Contractor include, but are not limited to, the following: acts or omissions of the Owner, the Architect/Engineer or Others; changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work; transportation delays not reasonably foreseeable; labor disputes not involving the Contractor; general labor disputes impacting the Project but not specifically related to the Worksite; fire; terrorism, epidemics, adverse governmental actions, unavoidable accidents or circumstances; adverse weather conditions not reasonably anticipated; encountering Hazardous Materials; concealed or unknown conditions; delay authorized by the Owner pending dispute resolution. The Contractor shall process any requests for equitable extensions of Contract Time in accordance with the provisions of Paragraph 12.

10.2 In addition, if the Contractor incurs additional costs as a result of a delay that is caused by acts or omissions of the Owner, the Architect/Engineer or Others, changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work, encountering Hazardous Materials, or concealed or unknown conditions, delay authorized by the Owner pending dispute resolution, the Contractor shall be entitled to an equitable adjustment in the Contract Price subject to Paragraph 12.

10.3 In the event delays to the Work are encountered for any reason, Contractor shall provide prompt written notice to Owner of the cause of such delays after Contractor first recognizes the delay. Owner and Contractor agree to undertake reasonable steps to mitigate the effect of such delays.

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10.4 NOTICE OF DELAY CLAIMS If Contractor requests an equitable extension of Contract Time and/or an equitable adjustment in Contract Price as a result of a delay, Contractor shall give Owner written notice of the claim. If Contractor causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs, subject to the mutual waiver of consequential damages herein.

11. ALLOWANCES All allowances stated in the Contract Documents shall be included in the Contract Price. While Owner may direct the amounts of, and particular material suppliers or subcontractors for, specific allowance items, if Contractor reasonably objects to a material supplier or subcontractor, it shall not be required to contract with them. Owner shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Contractor's overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

12. CHANGES

12.1 Contractor may request and/or Owner may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect Contract Time or Contract Price shall be formalized in a Change Order.

12.2 Owner and Contractor shall negotiate in good faith an appropriate adjustment to the Contract Price and/or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price and/or Contract Time shall not be unreasonably withheld.

12.3 COST OR CREDIT DETERMINATION

12.3.1 An increase or decrease in the Contract Price and/or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

12.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

12.3.1.2 a mutually accepted, itemized lump sum;

12.3.1.3 costs calculated on a basis agreed upon by the Owner and Contractor plus 10% overhead and 4% profit; or

12.3.1.4 by the method provided below:

12.4 UNIT PRICES If unit prices are included in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Contractor, such unit prices shall be equitably adjusted.

12.5 PERFORMANCE OF CHANGED WORK Contractor shall not be obligated to perform Changed Work until a Change Order has been executed by Owner and Contractor.

13. PAYMENT

13.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Contractor shall prepare and submit to Owner, and if directed, its Architect/Engineer, a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the Contract Price.

13.2 PROGRESS PAYMENTS Contractor shall submit to Owner and, if directed, its Architect/Engineer a monthly application for payment no later than the last Day of the calendar month for the preceding thirty (30) Days. Contractor's applications for payment shall be itemized and supported by Contractor's schedule of values and any other substantiating data as required by this Agreement. Payment applications shall include payment requests on account of properly authorized Change Orders. Owner shall pay the amount otherwise due on any payment application, less any amounts as set forth below, no later than twenty (20) Days after Contractor has submitted a complete and accurate payment application. Owner may deduct, from any progress payment, such amounts as may be retained pursuant to Paragraph 13.3.

13.3 RETAINAGE Due to the fact that this phase of work is design, Owner may not hold retention on payments. This is due to the fact that architect expects full payment upon completion of the work.

13.4 ADJUSTMENT OF CONTRACTOR'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Contractor is responsible for such under this Agreement:

13.4.1 Contractor's repeated failure to perform the Work as required by the Contract Documents;

13.4.2 loss or damage arising out of or relating to this Agreement and caused by Contractor to Owner or to others retained by Owner to whom the Owner may be liable;

13.4.3 Contractor's failure to properly pay Subcontractors for labor, materials or equipment furnished in connection with the Work following receipt of such payment from Owner;

13.4.4 Defective Work not corrected in a timely fashion;

13.4.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time, and

13.4.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work.

13.4.7 third party claims involving the Contractor or reasonable evidence demonstrating that third party claims are likely to be filed unless and until the Contractor furnishes the Owner with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Contractor disapproving or nullifying it or a portion of it, specifying the reasons for the disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.

13.5 PAYMENT DELAY If for any reason not the fault of Contractor, Contractor does not receive a progress payment from Owner within seven (7) Days after the time such payment is due. Contractor,

upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Contractor has been received. The Contract Price and Contract Time shall be equitably adjusted by Change Order for reasonable cost and delay resulting from shutdown, delay and start-up.

13.6 SUBSTANTIAL COMPLETION When Substantial Completion of the Work or a designated portion thereof is achieved, Contractor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of Owner and Contractor for interim items such as security, maintenance, utilities, insurance and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Contractor to Owner for written acceptance of responsibilities assigned in the Certificate. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

13.6.1 Upon acceptance by Owner of the Certificate of Substantial Completion, Owner shall pay to Contractor the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion less a sum equal to two hundred percent (200%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by Owner and Contractor as necessary to achieve final completion. Uncompleted items shall be completed by Contractor in a mutually agreed time frame. Owner shall pay Contractor monthly the amount retained for unfinished items as each item is completed.

13.7 FINAL COMPLETION When final completion has been achieved, Contractor shall prepare for Owner's acceptance a final application for payment stating that to the best of Contractor's knowledge, and based on Owner's inspections, the Work has reached final completion in accordance with the Contract Documents.

13.7.1 Final payment of the balance of the Contract Price shall be made to Contractor within thirty five (35) Days after Contractor has submitted to the Owner a complete and accurate application for final payment and the following submissions:

13.7.1.1 an affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

13.7.1.2 as-built drawings, manuals, copies of warranties and all other close-out documents required by the Contract Documents;

13.7.1.3 release of any liens, conditioned on final payment being received;

13.7.1.4 consent of any surety, if applicable; and

13.7.1.5 a report of any accidents or injuries experienced by Contractor or its Subcontractors at the Worksite.

13.8 Claims not reserved in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work and latent defects.

13.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

14. INDEMNITY

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14.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents and employees and the Architect/Engineer (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured under Paragraph 15.3, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work but only to the extent caused by the negligent acts or omissions of the Contractor, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Contractor shall be entitled to reimbursement of any defense costs paid above Contractor's percentage of liability for the underlying claim to the extent provided under Paragraph 14.2.

14.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Contractor, its officers, directors or members, subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under Paragraph 15.3, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by Owner, Architect/Engineer or others retained by Owner, but only to the extent caused by the negligent acts or omissions caused by the Owner, Architect/Engineer or others retained by Owner. The Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided under Paragraph 14.1.

14.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under Workers' Compensation acts, disability benefit acts or other employment benefit acts.

15. INSURANCE

15.1 Prior to the start of the Work, the Contractor shall procure and maintain in force Workers Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. If requested, the Contractor shall provide the Owner with certificates of the insurance coverage required. The Contractor's Employers' Liability, Business Automobile Liability, and Commercial General Liability policies, as required in this Paragraph 2, shall be written with at least the following limits of liability:

15.1.1 Employers' Liability Insurance

a. \$1,000,000

Bodily Injury by Accident

Each Accident

b. \$1,000,000

Bodily Injury by Disease

Policy Limit

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c. \$1,000,000

Bodily Injury by Disease

Each Employee

15.1.2 Business Automobile Liability Insurance

a. \$1,000,000

Each Accident

15.1.3 Commercial General Liability Insurance

a. \$1,000,000

Each Occurrence

b. \$1,000,000

General Aggregate

c. \$2,000,000

Products/Completed

Operations Aggregate

d. \$1,000,000

15.2 Employers' Liability, Business Automobile Liability and Commercial General Liability coverage required under Paragraph 1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies. The Contractor shall maintain in effect all insurance coverage required under Paragraph 15.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If the Contractor fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Contractor, or terminate this Agreement. The policies of insurance required under Subparagraph 15.1 shall contain a provision that the coverage afforded under the policies shall not be cancelled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner. The Contractor shall maintain completed operations liability insurance for one year after acceptance of the Work, Substantial Completion of the Project, or to the time required by the Contract Documents, whichever is longer. Prior to commencement of the Work, Contractor shall furnish the Owner with certificates evidencing the required coverage.

15.3 PROPERTY INSURANCE Before the start of Work, the Owner shall obtain and maintain Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also name the Contractor, Subcontractors, Sub-subcontractors, Material Suppliers and Architect/Engineer as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy. The Owner shall be solely responsible for any deductible amounts or coinsurance penalties. This policy shall provide for a waiver of subrogation in favor of the Contractor, Subcontractors, Sub-subcontractors, Material Suppliers and Architect/Engineer. This insurance shall remain in effect

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until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this Paragraph. Prior to commencement of the Work, the Owner shall provide a copy of the property policy or policies obtained in compliance with this Paragraph.

15.3.1 If the Owner does not intend to purchase the property insurance required by this Agreement, including all of the coverages and deductibles described herein, the Owner shall give written notice to the Contractor and the Architect/Engineer before the Work is commenced. The Contractor may then provide insurance to protect its interests and the interests of the Subcontractors and Sub-subcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order. The Owner shall be responsible for all of Contractor's costs reasonably attributed to the Owner's failure or neglect in purchasing or maintaining the coverage described above.

15.3.2 Owner and Contractor waive all rights against each other and their respective employees, agents, contractors, subcontractors and sub-subcontractors, and the Architect/Engineer for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance and such rights as the Contractor may have for the failure of the Owner to obtain and maintain property insurance in compliance with Subparagraph 15.2.

15.3.3 To the extent of the limits of Contractor's Commercial General Liability Insurance specified in Paragraph 15.1 or N/A Dollars (\$ _____) whichever is more, the Contractor shall indemnify and hold harmless the Owner against any and all liability, claims, demands, damages, losses and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent acts or omissions of the Contractor, Subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

15.4 OWNER'S INSURANCE The Owner may procure and maintain insurance against loss of use of the Owner's property caused by fire or other casualty loss. The Owner shall either self-insure or obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the Owner's errors or omissions.

15.5 ADDITIONAL LIABILITY COVERAGE Owner shall/Xshall not (indicate one) require Contractor to purchase and maintain liability coverage, primary to Owner's coverage under Subparagraph 15.4.

15.5.1 If required by Subparagraph 15.5, the additional liability coverage required of the Contractor shall be: [Designate Required Coverage]

X .1 ADDITIONAL INSURED. Owner shall be named as an additional insured on Contractor's Commercial General Liability Insurance specified, for operations and completed operations, but only with respect to liability for bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of Contractor, or those acting on Contractor's behalf, in the performance of Contractor's Work for Owner at the Worksite.

_____2 OCP. Contractor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on Commercial General Liability Insurance specified, or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this Subparagraph shall be paid by the Owner directly or the costs may be reimbursed by Owner to Contractor by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the additional liability coverage. Prior to commencement of the Work, Contractor shall obtain and furnish to the Owner a certificate evidencing that the additional liability coverages have been procured.

16. BONDS Performance and Payment Bonds ___ are/X are not required of the Contractor. Such bonds shall be issued by a surety admitted in Oceanside and must be acceptable to Owner. Owner's acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond.

17. LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Excluding losses covered by insurance required by the Contract Documents, the Owner and Contractor agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. The Contractor agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination.

The following items of damages are excluded from this mutual waiver:

17.1 The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination. The Owner and the Contractor shall require similar waivers in contracts with Subcontractors and Others retained for the project.

18. RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss and/or damage to the Work shall be upon the Contractor until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

19. NOTICE TO CURE AND TERMINATION

19.1 NOTICE TO CURE A DEFAULT If Contractor persistently refuses or fails to supply enough qualified workers, proper materials, and/or equipment to maintain the approved Schedule of the Work in accordance with Article 9, or fails to make prompt payment to its workers, subcontractors or material suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Contractor may be deemed in default. If Contractor fails within seven (7) business Days after written notification to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give the Contractor a second written notice to correct the default within a three (3) business Day period. If the Contractor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner, without

prejudice to any other rights or remedies, shall have the right to take reasonable steps it deems necessary to correct deficiencies and charge the cost to Contractor who shall be liable for such payments including reasonable overhead, profit and attorneys' fees.

19.2 **TERMINATION BY OWNER** If, within seven (7) Days of receipt of a notice to cure pursuant to Paragraph 19.1, Contractor fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, Owner may notify Contractor that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen (14) additional Days. After the expiration of the additional fourteen (14) Day period, Owner may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to Owner under Paragraph 19.1. If Owner's costs arising out of Contractor's failure to cure, including the cost of completing the Work and reasonable attorney fees, exceed the unpaid Contract Price, Contractor shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid Contract Price, Owner shall pay the difference to Contractor. In the event Owner exercises its rights under this Paragraph, upon the request of Contractor, Owner shall furnish to Contractor a detailed accounting of the costs incurred by Owner.

19.2.1 The Owner shall make reasonable efforts to mitigate damages arising from the Contractor default and shall promptly invoice the Contractor for all amounts due pursuant to Paragraphs 19.1 and 19.2.

19.3 **TERMINATION BY CONTRACTOR** Upon seven (7) Days' written notice to Owner, Contractor may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Contractor for any of the following reasons:

- .1 under court order or order of other governmental authorities having jurisdiction;
- .2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Contractor, materials are not available; or

19.4 In addition, upon seven (7) Days' written notice to Owner, Contractor may terminate the Agreement if Owner:

- .1 fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with Paragraph 6.1, or
- .2 assigns this Agreement over Contractor's reasonable objection, or
- .3 fails to pay Contractor in accordance with this Agreement and Contractor has complied with the notice provisions of Paragraph 13.5, or
- .4 otherwise materially breaches this Agreement.

19.5 Upon termination by Contractor pursuant to this Agreement, Contractor shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost or expense in connection with the Work, including all demobilization costs plus reasonable overhead and profit.

19.6 **OBLIGATIONS ARISING BEFORE TERMINATION** Even after termination the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

20. CLAIMS AND DISPUTE RESOLUTION

20.1 **CLAIMS FOR ADDITIONAL COST OR TIME** Except as provided in Paragraphs 10.3 and 10.4 for any claim for an increase in the Contract Price and/or the Contract Time, Contractor shall

IMPORTANT: A vertical line in the margin indicates a change has been made to the original text. Prior to signing, recipients may wish to request from the party producing the document a "redlined" version indicating changes to the original text. Consultation with legal and insurance counsel and careful review of the entire document are strongly encouraged.

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give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Contractor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Any change in the Contract Price and/or the Contract Time resulting from such claim shall be authorized by Change Order.

20.2 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Contractor shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If Contractor continues to perform, Owner shall continue to make payments in accordance with the Agreement.

20.3 INITIAL DISPUTE RESOLUTION PROCESSES If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association before recourse to any binding dispute resolution procedures.

20.4 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to mediation, the Parties shall submit the matter to the binding dispute resolution procedure designated herein (Designate only one):

Arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties.

Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

20.5 COST OF DISPUTE RESOLUTION The costs of any binding dispute resolution procedures shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

20.6 VENUE The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

21. ASSIGNMENT Neither Owner nor Contractor shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other.

22. GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

23. JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

OWNER: PACIFIC VIEW CHARTER SCHOOL, FACILITIES DEVELOPMENT COMPANY, LLC

BY:

PRINT NAME _____

PRINT TITLE _____

ATTEST:

CONTRACTOR: WATKINS LANDMARK CONSTRUCTION

BY: *Jennifer Watkins*

PRINT NAME Jennifer Watkins

PRINT TITLE CFO

ATTEST:

END OF DOCUMENT

IMPORTANT: A vertical line in the margin indicates a change has been made to the original text. Prior to signing, recipients may wish to request from the party producing the document a "redlined" version indicating changes to the original text. Consultation with legal and insurance counsel and careful review of the entire document are strongly encouraged.

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Exhibit A - Proposal

560 Stevens Ave.
 Solana Beach, CA 92075
 Phone (858) 259-1240
 Fax (858) 259-1264

To: Pacific View Charter School 3670 Ocean Ranch Boulevard Oceanside, CA 92056	Contact: Sandy Benson Phone: (760) 757-0161 Fax: E-mail: sbenson@pacificview.org
--	--

Project: Pacific View Charter School TI Project Date: 3/18/2013
--

Budget Proposal for Pacific View Charter School

DIV	Item Description	Qty	Unit	Unit Rate	Cost
1	General Conditions				
	General Labor, Project Management, Quality Control, Daily Cleaning, Final Cleaning	1	LS	\$ 1,360.00	\$ 1,360.00
	Architectural Design	1	LS	\$ 7,000.00	\$7,000.00
	Permit Processing	1	LS	\$ 4,000.00	\$4,000.00
8	Doors & Windows				
	Install 2 ea Man Doors	2	EA	\$ 1,690.00	\$ 3,380.00
9	Finishes				
	Remove existing drywall and frame for new door opening	2	EA	\$ 400.00	\$ 800.00
	Patch in Rubber Base	2	EA	\$ 50.00	\$ 100.00
	Paint touch-up as required	2	EA	\$ 150.00	\$ 300.00
16	Electrical				
	Disconnect and remove one existing receptical	1	EA	\$ 150.00	\$ 150.00
	Subtotal				\$17,090.00
	Liability Insurance (1.25%)				\$213.63
	Contractors Fee (5%)				\$865.18
	Total				\$18,168.81

#	Alternates / Allowances	Qty	Unit	Unit Rate	Cost
					\$0.00

Qualifications

Pricing is based on walk thru and scope outline above and job walk with Kira Fox and Lori Bently
 Permit processing fee includes assembly and submittal of all required documents only. No permit fees are included in this price. This proposal assumes all work on site will be performed after hours.
 This proposal assumes matching existing finishes.
 Proposal includes work at the interior of suites 64 & 66 only.
 Includes non rated doors between Suites 64 - 66 and 66 - 68
 The City of Oceanside will request a permt pulled, but we feel it is unnecessary. For the door portion of this project to be permitted, please add \$3,200 to the above price.

Exclusions

Permit Fees, Inspection Fees, Special Inspection (Reimbursable if paid by WLC)
 Construction & Demolition Debris Deposit,
 Hazardous Material Handling or Disposal, Bonds, Night Work (Off Hours Work)
 Structural Engineering or Calculations (unless specifically included)

Sincerely,
 Watkins Landmark Construction

Laya Polidori
 Project Manager

BASIC ARCHITECTURAL DESIGN SERVICES PROPOSAL

Date:
03.08.13

Project:
Pacific View Charter School
Tenant Improvement

Location:
3660-3682 Ocean Ranch Blvd.,
Oceanside, Ca. 92056

Client:
Watkins Landmark Construction
Authorized Representative: Dean Schumacher
560 Stevens Ave.
Solana Beach, CA 92075
C: 760-908-3521
P: 858-259-1240
F: 858-259-1264
Email: dean@watkinslandmark.com

Architect:
Bluemotif Architecture
Matthew S. Ellis, AIA
License # C-30619
2311 Kettner Blvd.
San Diego, Ca. 92101
P: [619] 269.5288
F: [619] 269.5289
E: matthew@bluemotifarchitecture.com
H: www.bluemotifarchitecture.com

1. Description of Project:

Pacific View Charter School resides within an industrial Office Park in Oceanside. The Charter School currently occupies Building 6 & Building 7 of the Office Park. The school wishes to expand their leasable area and occupy additional area within the 2 buildings. Build-outs shall occur in Units 64 & 66 and shall comprise new hallways, administrative offices, and classroom delineation.

The tenant improvements shall be located on both the 1st & 2nd Floors of the existing office buildings. The building is currently in a "warm shell" state and will require minor demolition prior to commencing new construction. The existing building "core", including stairs, elevator, and bathrooms, shall remain and are excluded from the scope of this proposal. The new space shall be configured to match existing space planning and finishes. Additionally, the interior finishes shall match existing. The as-built drawings shall be provided to bluemotif for use in generating new CAD backgrounds.

2. Basis of Design:

The existing school design and layout shall serve as the basis of design for the new addition/remodel:

bluemotif  **architecture**

- Project permitting and construction will **not** be delivered with a fast-track methodology
- Project permitting will be processed through the City of Oceanside.
- Finishes and colors shall match the end-user's specifications unless otherwise noted.
- Plan check and permit fees shall be paid by the end-user.

3. Scope of Services to include:

Basic Architectural and coordination services as outlined in the following phases of proposed scope. Scope shall include Architectural Design, Interior Design (limited to matching client-provided specifications for finishes & colors), Mechanical, Plumbing, and Electrical Engineering coordination with design/build consultants under contract with the General Contractor. The structural engineering scope/fee (if any) is still unknown until further investigation. Acoustic engineering and lighting design consultation are **not** included in this scope of work and shall be included only on an as-needed basis depending on the development of design. These costs would be additional services negotiated between the Architect & client(s). Scope does not include improvements to the building "core" or structure and assumes that Accessibility per California Title 24 requirements is compliant per the current code.

4. Phases of Proposed Scope:

- **Field Verification / Code Analysis (Phase I)**
 - Field visits as required to verify accuracy of existing conditions & documentation (includes as many site visits as are necessary to confirm spatial dimensions and as-built conditions)
 - Generate as-built documents and electronic base plans based on field visits and client-provided as-built documents
 - Code analysis based on CBC (including Title 24 Accessibility requirements/exceptions)
 - Egress analysis & Accessibility analysis
- **Design Development (Phase II)**
 - Development of the plans including RCP, tel/data, and non-rendered elevations of key areas
 - Prepare a Design Development Drawing Package
 - Floor plans including office locations with equipment
 - Reflected ceiling plans
 - Key interior elevations
 - Coordination w/ M/P/E design/build engineers to start design and planning
 - Pre-construction meeting with General Contractor / Client(s) to review the development of the design for opinion of costs and schedule
 - Present Design Development plans to End-Users for feedback
 - This phase includes up to (1) Client / End-User meeting
- **Construction Documents (Phase III)**
 - Architectural Documents to include:
 - Cover Sheet
 - General Notes and Details
 - Title-24 Accessibility Notes and Details
 - Site Plan / Accessibility Plan
 - Site Details as necessary
 - Egress Plan
 - Demolition Plan (as needed)
 - Floor Plan / Partition Plan
 - Power / Data Plan
 - Finish Floor & Wall Plan
 - Door, Window, and Hardware Schedules
 - Reflected Ceiling Plans
 - Interior Elevations (As needed for permitting and pricing)

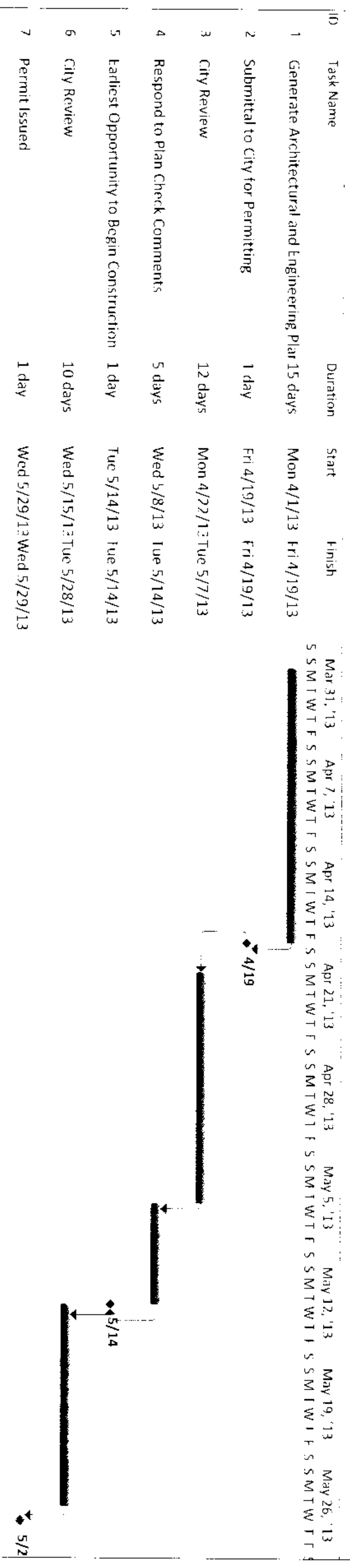
- Wall Details
- Code req'd details
- Specifications (Sheet format)
- Finalize drawings and specifications as needed to establish in detail the quality levels of materials and systems required for the construction of the project
- Detailed Coordination w/ M/P/E design/build engineers to ensure proper systems integration
- Prepare a Permit Submittal Package (95% Progress Set)
- Agency Review / Coordination / Comment response
- Assistance with building permit issuance by responding to agency comments – Prompt response to the agencies are required so as to not delay the permitting process
- Prepare a Construction Set of documents (100% Complete Set)
- Pre-construction meeting with General Contractor and client(s) to discuss roles and responsibilities, duties, and procedures during the construction process
- This phase includes up to (2) client meetings

WATKINS

LANDMARK CONSTRUCTION

Exhibit B - Schedule

Pacific View Charter School
Pre Construction Schedule



Project: PVCS Preconstruction Sch
Date: Tue 3/26/13



560 Stevens Avenue
 Solana Beach, CA 92075
 Tel: (858) 259-1240
 Fax: (858) 259-1264
 www.WatkinsLandmark.com
 Contractor's License #853288

EXHIBIT C – Labor Rates

UNIT / LABOR RATES

to

the CONTRACT AGREEMENT

between

Pacific View Charter School, Facilities Development Company, LLC and Watkins Landmark Construction, Inc.

Project Name: Pacific View Charter School

March 26, 2013

<u>Job Title:</u>	<u>Hourly Rate:</u>	<u>Overtime:</u>	<u>Doubletime:</u>
CEO / President	\$110.00		
Vice President	\$100.00		
Project Executive	\$95.00		
Senior Project Manager	\$90.00		
Project Manager / Estimator	\$85.00		
Senior Project Engineer	\$75.00		
Project Engineer	\$65.00		
Project Accountant / Contract Administrator	\$50.00		
Chief Superintendent	\$95.00		
Senior Superintendent	\$90.00		
Superintendent	\$85.00		
Assistant Superintendent	\$65.00	\$97.50	\$130.00
Foreman	\$50.00	\$75.00	\$100.00
Carpenter	\$45.00	\$67.50	\$90.00
Intern	\$30.00	\$45.00	\$60.00
Laborer	\$20.00	\$30.00	\$40.00
<u>Equipment Rental:</u>	<u>Monthly Charge:</u>		
Construction Site Truck	\$650		
Computer Laptop	\$250		

--End of Exhibit D--