The O'Farrell Charter School
Board of Directors Meeting
Monday, October 8, 2012 – Library
Closed Session: 5:00 p.m. – 5:30 p.m.
Public Session: 5:30 p.m. – 7:00 p.m.

AGENDA

I. CALL TO ORDER

II. CLOSED SESSION

1. In accordance with Education Code Section 48918, the Board will meet in closed session to consider the expulsion of one student: ID #50570
2. In accordance with Government Code Section 54957, the Board will meet in closed session to consider Executive Directors' Job Performance, Evaluation, and Goal Setting.

RECONVENE TO OPEN SESSION

III. ACTION ITEMS CONSIDERED IN CLOSED SESSION

1. Expulsion of student #50570
2. Executive Directors' Job Performance, Evaluation, and Goal Setting

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC COMMENT

Anyone may address the Board for up to three minutes on any item. The Public Commentary period preceding the formal agenda shall be limited to a total of 15 minutes. Please submit a "Request to Address the Board" slip to the Board chairperson. The Board Chair will call you forward at the appropriate time.

VI. PRESENTATIONS

1. Elementary Student Presentation by Xkylyr Rauh
2. FALCON Way Presentation by Samantha

VII. APPROVAL OF AGENDA

VIII. DISCUSSION ITEMS

1. Executive Director Announcements ..... **Page 4**
2. Charter Vision Board Report..... **Page 7**
3. The O'Farrell Charter School becoming a Charter Management Organization (CMO)
4. Change the date of the November Board meeting to after the elections.

IX. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

All items listed under the Consent Calendar are considered by the Board in **one action**. There will be no discussion of these items prior to the time the Board votes on the motion, unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

1. Approval of Minutes from the September 10, 2012 Board of Directors meeting ..... **Page 13**
2. Approve recommended actions on the personnel activity list ..... **Page 16**
3. Approve check registers ..... **Page 17**
4. Accept the receipt of $9,037.68 for outdated textbooks from Follett Educational Services ..... **Page 22**
5. Accept the donation of $1,000 from Ed Johnson, from Johnson & Wood Insurance Services Inc..... **Page 23**

Executive Director's Recommendation: Approve Consent Calendar.

Moved by_____Seconded by_____ Vote_____

X. ACTION ITEMS

1. Ratify the authorization of the proposal with ICF International (through SDUSD) for Phase 1 of the environmental services under their existing Environmental Engineering Services Agreement with the District, in the amount not to exceed $26,720 **AND** approve the additional cost of either $91,140 or $134,250 if there is a need for a Mitigated Negative Declaration or an Environmental Impact Report. ..... **Page 24**

Executive Director's Recommendation: Approve Action Item 1.

Moved by_____Seconded by_____ Vote_____

2. Adopt the Student Search and Seizure by School Officials –Board Policy #5003 ..... **Page 48**

Executive Director's Recommendation: Approve Action Item 2.

Moved by_____Seconded by_____ Vote_____

3. Approve the purchase of additional elementary playground equipment for the new elementary expansion to Pacific Play Systems, Inc. in the amount not to exceed $31,500 ..... **Page 52**

Executive Director's Recommendation: Approve Action Item 3.

Moved by_____Seconded by_____ Vote_____

4. Approve the purchase of a 12-passenger van from Courtesy Chevrolet in the amount not to exceed $26,192.64..... **Page 57**

Executive Director's Recommendation: Approve Action Item 4.

Moved by_____Seconded by_____ Vote_____

5. Approve the overall IBI Architects architectural contract to not exceed $549,524, instead of the $476,000 as originally awarded on September 10, 2012. ..... **Page 58**

Executive Director's Recommendation: Approve Action Item 5.

Moved by_____Seconded by_____Vote_____

XI. ROUNDTABLE

XII. ADJOURNMENT

NOTICES

The next regular meeting of The O'Farrell Charter School Board of Directors will be November 5, 2012 at 5:00 p.m.

The O'Farrell Charter School does not discriminate on the basis of disability in the admission or access to, or treatment in employment in its programs or activities. Jonathan Dean, Executive Director, has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in The O'Farrell Charter School's open and public meetings. Please notify Jonathan Dean at (619) 263-3009, extension 2202 seventy-two (72) hours prior to disability accommodations being needed in order to participate in the meeting.

Certification of Posting

I, Jonathan Dean, Executive Director, hereby certify that I posted this agenda on Thursday, October 4, 2012 at 3 p.m.

The O'Farrell Charter School
BOARD OF DIRECTORS
October 8, 2012: Discussion Item 1
Executive Director Announcements

Student Demographics
Student Enrollment in Zangle on October 1, 2012:

Grade	Female	Male	Total		New Students	Out of District
K	15	11	26		26	17
1	15	14	29		29	0
2	9	23	32		32	0
3	17	11	26		26	0
4	37	24	61		61	5
5	18	15	32		32	1
6	110	138	249		247	12
7	127	125	253		46	13
8	131	128	256		21	10
9	62	64	124		12	3
Total	**540**	**554**	**1088**		**532**	**62**

Ethnicity	K	1	2	3	4	5	6	7	8	9	Total
American Indian/Alaska			1		1		1		1		3
Black or African American	9	9	10	11	20	7	63	65	71	33	298
Cambodian							1		2		3
Chinese											1
Filipino	1	4	5	1	9	1	30	42	54	18	164
Guamanian									1		1
Hispanic or Latino	16	14	13	12	27	23	135	129	112	61	543
Hmong								1	1	1	3
Japanese					1			1			2
Laotian		1	2	2	3		8	4	7	1	30
Other Asian								1	3	2	6
Other Pacific Islander							1	2	1	1	5
Samoan							1		1	2	4
Vietnamese			1				1	4	1	4	11
White		1				1	4	5	2	1	14
Grand Total	**26**	**29**	**32**	**26**	**61**	**32**	**249**	**253**	**256**	**124**	**1088**

First Cross Country Competition

Thanks to all of you who were able to make it out to yesterday's meet at NTC - Liberty Station. Those folks included:

Chantal Blakeney
Liz Wong
Jill Andersen
Brian Rainey
FSS - Mary and Janet
Julie and Hector from PE

To anyone I missed, a big thanks for to you as well. As Ms. Rael noticed, we had the loudest and most supportive group out there to support our athletes!

I also want to give you an update on the performance of our athletes. For our first athletic competition ever as a high school, I could not be more proud:

Bobby Jones and Diego Fierro ran varsity against other boys with several years of experience (and facial hair). Bobby got a quick start and led the race for the first 600m. At the end of the race, the winner of the race came up to him and said that Bobby made him nervous with his start and told him that he knew that Bobby would be an even greater runner in the future. Diego maintained a great attitude throughout the whole race and finished solidly in the middle of the pack. Great showing for freshmen in an intimidating field!

Ariel Stevens and Kandice Daniels performed well in the ladies race. This race combined both junior varsity to varsity girls. Kandice and Ariel ran calculated and precise races, listening to strategies and pushing themselves hard. Both girls have on been training for only two weeks, but no one would have known otherwise. Girl power!

The JV boys, Vincent V, Aaron P, Julian D, Alfredo D, Joel A, and Manny V, produced a great showing in a very large field. These boys never gave up! Aaron, Julian, Manny, and Joel worked together and encouraged each other to finish. Alfredo was injured, but still finished the race Most of these boys have only been practicing for two weeks. They showed more heart and spirit that any other team out there and certainly gave their teachers and fans something to cheer about. They were great cheerleaders for the other runners as well and kept everyone's spirit's up with their comedy.

Thanks so much for all of the support so far! Check out the attached pictures as well :) We're looking forward to a fun season. Feel free to come out and run with us sometime :)

- Katy Leenerts and Carolina Rael



San Diego Regional CCSA Meeting

The O'Farrell Charter School hosted a morning meeting on Friday, October 5 with local charter school representatives. We had approximately 35 attendees.

The Candidate Forum

The San Diego Collaborative is sponsoring a SDUSD Board Candidate Forum for Thursday, October 18 at 6 p.m. in the O'Farrell auditorium. The public is invited, along with all forty-three charter schools and communities. Dr. Jonathan Dean and Mary Bixby will be the moderators. All of SDUSD Board candidates have been invited and have accepted the invitation to participate.

Elementary School Crosswalk & Flashing Light

We have contacted the City of San Diego and requested the installation of a crosswalk and flashing light. They informed us that a Traffic Study and Pedestrian Gap Study need to be done before this installation can happen. We were also informed that his could take as long as 90 days to complete. The order was put in on September 26.

The O'Farrell Charter School
BOARD OF DIRECTORS
October 8, 2012: Discussion Item 2
Charter Vision Board Reports

CSMC Charter Vision® Financial Snapshot

Total Cash on Hand

Cash Available: $3,564,430

Revenue To Date

Income To Date Budget To Date

Revenue $282,402

Budget $0

Revenue To Budget 0%

Expense To Date

Expense To Date Budget To Date

Expense $489,639

Budget $0

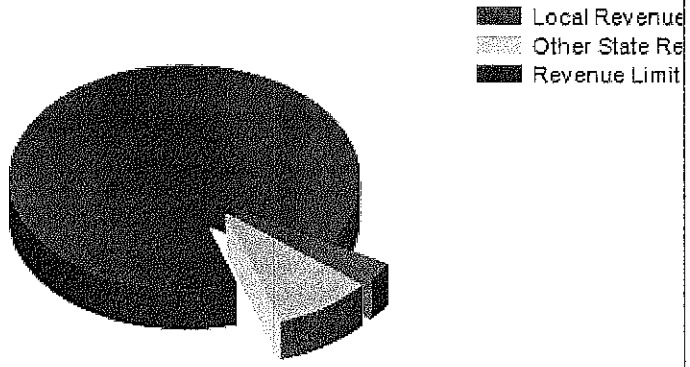
Expense To Budget 0%

CSMC

Charter Vision®

Revenue By Category

Account Group	Description	Total	Percent
800	Revenue Limit	$249,059.00	88.19%
840	Other State Revenue	$25,847.00	9.15%
870	Local Revenue	$7,496.36	2.65%
	Total:	**$282,402.36**	

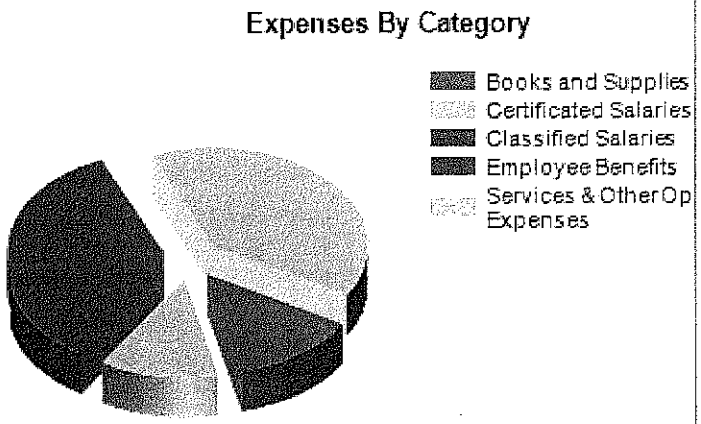


CSMC

Charter Vision®

Expenses By Category

Account Category	Description	Total	Percent
100	Certificated Salaries	$61,110.84	12.48%
200	Classified Salaries	$66,047.40	13.49%
300	Employee Benefits	$103,368.08	21.11%
400	Books and Supplies	$64,418.59	13.16%
500	Services & Other Operating Expenses	$194,694.16	39.76%
	Total:	**$489,639.07**	

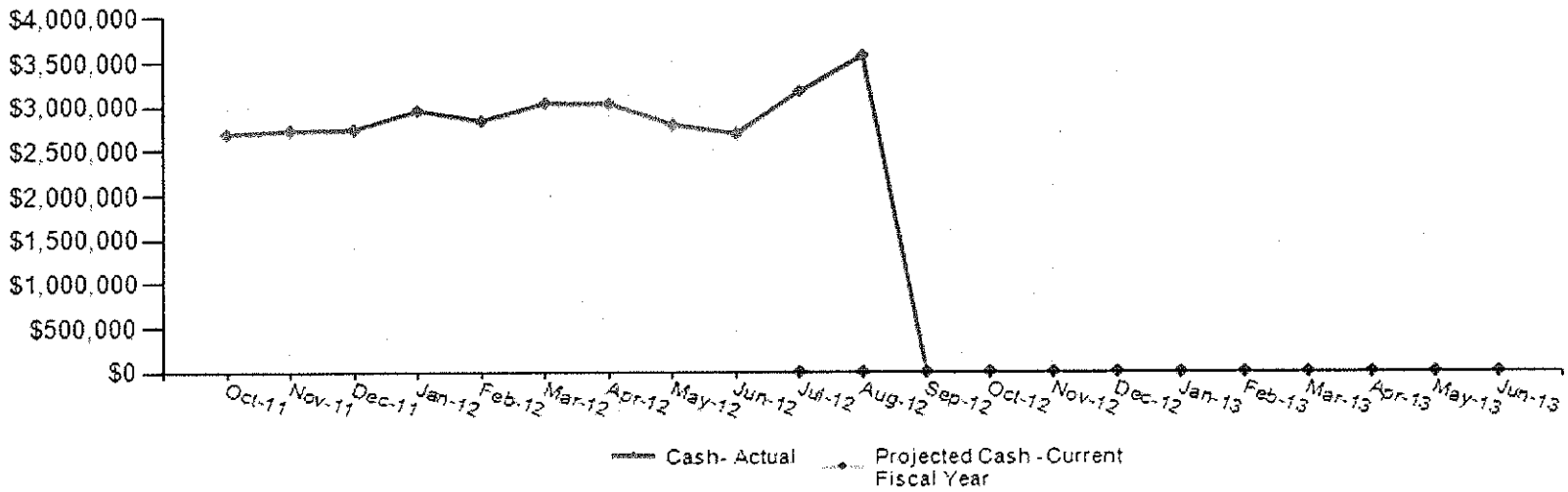


CSMC

Charter Vision®
Balance Sheet Summary

Liquidity Ratio	39.5
Assets	
Current Assets	
Cash	$3,564,430
Accounts Receivables	$144,653
Other Current Assets	($0)
Total Current Assets	*$3,709,084*
Fixed Assets	
Land	$43,485
Buildings and Improvements	$5,600
Computer Equipment	$30,173
Furniture and Fixtures	$21,982
Accumulated Depreciation	($25,639)
Total Fixed Assets	*$75,602*
Other Assets	
Total Other Assets	
Total Assets	*$3,784,686*
Liabilities And Net Assets	
Current Liabilities	
Accounts Payable	$74,467
Accrued Salaries, Payroll Taxes, Postemployment Benefits	$19,493
Total Current Liabilities	*$93,959*
Long Term Liabilities	
Total Long Term Liabilities	
Total Liabilities	*$93,959*
Net Assets	
Restricted Net Assets	$211,470
Unrestricted Net Assets	$3,686,494
Profit/Loss YTD	($207,237)
Total Net Assets	*$3,690,727*
Total Liabilities And Net Assets	*$3,784,686*

Charter Vision®
Monthly Book Balance Over Time



	Jul 11	Aug 11	Sep 11	Oct 11	Nov 11	Dec 11	Jan 12	Feb 12	Mar 12	Apr 12	May 12	Jun 12
Actual Ending Monthly Book Balance	$1,930,083	$2,303,083	$2,866,061	$2,687,773	$2,726,731	$2,736,083	$2,954,638	$2,833,964	$3,038,432	$3,030,586	$2,788,990	$2,688,440
Projected Ending Monthly Book Balance	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

	Jul 12	Aug 12	Sep 12	Oct 12	Nov 12	Dec 12	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13
Actual Ending Monthly Book Balance	$3,174,907	$3,364,430	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Projected Ending Monthly Book Balance	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

CSMC

Charter Vision®

Year To Date Actual To Budget Summary

Segment Name	Filter Applied
Object	All
Restriction	All
Location	All

Account Description	Actual YTD	Budget YTD	Variance $	Variance %	Total Budget	Budget Remaining
Total Revenue Limit	$249,059	-	$249,059	100.0%	-	($249,059)
Total Federal Revenues	-	-	-	0.0%	-	-
Total Other State Revenue	$25,847	-	$25,847	100.0%	-	($25,847)
Total Local Revenue	$7,496	-	$7,496	100.0%	-	($7,496)
Total Revenues	$282,402	-	$282,402	100.0%	-	($282,402)
Total Certificated Salaries	$61,111	-	($61,111)	-100.0%	-	($61,111)
Total Classified Salaries	$66,047	-	($66,047)	-100.0%	-	($66,047)
Total Employee Benefits	$103,368	-	($103,368)	-100.0%	-	($103,368)
Total Personnel Expenses	$230,526	-	($230,526)	-100.0%	-	($230,526)
Total Books and Supplies	$64,419	-	($64,419)	-100.0%	-	($64,419)
Total Services and Other Operating Expenses	$194,694	-	($194,694)	-100.0%	-	($194,694)
Total Capital Outlay	-	-	-	0.0%	-	-
Total Other Outgo	-	-	-	0.0%	-	-
Total Operational Expenses	$259,113	-	($259,113)	-100.0%	-	($259,113)
Total Expenses	$489,639	-	($489,639)	-100.0%	-	($489,639)
Net Income	($207,237)	-	($207,237)	0.0%	-	$207,237

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: October 8, 2012
Consent Calendar Item 1

Recommendation: Approve the Minutes from the September 10, 2012 Board of Directors meeting.

Minutes

September 10, 2012

Members Present: Linda Logan, Tim Katzman, Joselito DeJesus, Delano Jones, Agnes Barrelet

Members Absent: Salvador Rivera, Christian Scott (on speaker phone for Closed Session)

Guests Present: Jonathan Dean, Eileen Logue, Liz Wong, Brian Rainey, Xkylyr Rauh, Rachel Wells, Candace Austin, Carolina Rael, Richard Hung, Laura Zucconi, Rita Gaskill, Evan Henry, Megan Murphy, Irma Robledo, Steve Beck, Kelly Scaramella, Katie Harris, Chantal Blakeney, Kirstin DeGeer, Brian Schmidt, Sue Brickson, Lisa Kowalski, Rosalia Crivello Marquez, Anne Mathews, Jennifer Heesch, Miles Timpson

I. Call to Order - 5:15 p.m.

II. Adjourn to Closed Session in accordance with Government Code Section 54957

1. **Executive Directors Evaluation/Contract**
2. **High School Land Negotiations with SDUSD**
3. **Review IBI Architects**

Reconvene to Open S ession - 6:11 p.m.

III. Action Items Considered In Closed Session

1. **Executive Directors Evaluation/Contract**
   Approved a $750/month automobile allowance effective July 1, 2012.
2. **High School Land Negotiations with SDUSD**
   No action taken.
3. **Review IBI Architects**
   No action taken.

IV. Pledge of Allegiance

The Pledge of Allegiance was led by Linda Logan.

V. Public Comment

Anyone may address the Board for up to three minutes on any item. The Public Commentary period preceding the formal agenda shall be limited to a total of 15 minutes. Please submit a "Request to Address the Board" slip to the Board chairperson. The Board Chair will call you forward at the appropriate time.

VI. Presentations

1. **Introduction and welcome new employees – Family Leaders**
   The following employees were introduced: Stephen Beck, Chantal Blakeney, Rosalia Crivello Marquez, Kirstin DeGeer, Rita Gaskill, Jennifer Heesch, Evan Henry, Richard Hung, Lisa Kowalski, Megan Murphy, Carolina Rael, Irma Robledo, Kelly Scaramella, Queenie Tinsay, Laura Zucconi, Corinda Mytinger

2. **Student Academic Achievement 2011/2012: Executive Director & Family Leaders**
   See attached Powerpoint presentation.

Adjourn for a Mini-Break – 6:30 p.m.

Reconvene to Open Session – 6:35 p.m.

VII. **Approval of Agenda**
Approved. Linda Logan moved and Delano Jones seconded. Motion carried 5-0-0.

VIII. **Discussion Items**
1. **Executive Director Announcements**
2. **Charter Vision Board Report**
   Eileen explained to the board members that the reports in the agenda were not up-to-date. The books have not closed yet.

IX. **Consent Calendar/Routine Items of Business**
All items listed under the Consent Calendar are considered by the Board in **one action**. There will be no discussion of these items prior to the time the Board votes on the motion, unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

1. **Approval of Minutes from the June 11, 2021 Board of Directors meeting.**
2. **Approval of Minutes from the July 19, 2012 Special Board of Directors meeting .**
3. **Approval of Minutes from the July 28, 2012 Board of Directors Retreat.**
4. **Approve recommended actions on the personnel activity list .**
5. **Approve check registers.**
6. **Approve the donation of $153.82 from Target.**
7. **Approve CIF Compliance agreement .**
8. **Approve changes for the Staff Handbook.**
9. **Approve the sale of one non-functioning golf cart $100-300 dollars each.**
10. **Approve the amendments to the 2010-2015 Single School District Plan.**
    Approved with request to move Item 8 to an Action item, and some corrections as directed by the board. Delano Jones moved and Joselito DeJesus seconded DeJesus seconded. Motion carried 5-0-0.

IX. **Action Items**
1. **Recognize both the certificated and classified staff for their exceptional work towards achieving an estimated API of 800+**
   Approved, giving every full-year employee a $500 stipend. (Executive Director excluded) Christian Scott moved and Agnés Barrelet seconded. Motion carried 4-0-1, with Linda Logan abstaining.
2. **Approve Unaudited Actuals for June 30, 2012.**
   Approved. Delano Jones moved and Linda Logan seconded. Motion carried 5-0-0.
3. **Approve designation of administrators-in-charge for the 2012-2013 school year**
   Approved with correction. Linda Logan moved and Joselito DeJesus seconded. Motion carried 5-0-0
4. **Award an architectural contract to IBI Architects in the amount of $217,423 of the overall architectural contract not to exceed $476,000.**
   Approved with change. Agnés Barrelet moved and Delano Jones seconded. Motion carried 5-0-0.
5. **Approve the name change from "O'Farrell Community School: Center for Advanced Academic Studies" to " The O'Farrell Charter School"**
   Approved. Agnés Barrelet moved and Delano Jones seconded. Motion carried 5-0-0.
6. **Approve enrollment capacity for our school – elementary K-12 not to exceed 1650**
   Approved. Joselito DeJesus movd and Agnés Barrelet seconded. Motion carried 5-0-0.

7. **Approve agreement with Social Advocates for Youth (SAY) to provide services to enhance O'Farrell Community School's achievement in the amount not to exceed $25,000**
   Approved. Delano Jones moved and Linda Logan seconded. Motion carried 5-0-0.
8. **Ratify the purchase of six Promethean boards in the amount of $17,653.51**
   Ratified. Agnés Barrelet moved and Linda Logan seconded. Motion carried 5-0-0.
9. **Approve 9th Grade Retreat for a minimum of $14,850 for the 120 participants and $110 per person.**
   Approved. Agnés Barrelet moved and Linda Logan seconded. Motion carried 5-0-0.

XI. Roundtable

XII. Adjournment

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: October 8, 2012
Consent Calendar Item 2

RECOMMENDATION: Approve/Ratify Personnel Activity List

New Hires
Hourly/Part-Time

Alexa Reyes	Primetime Activity Aide	September 17, 2012
Joshua Lawanson	Primetime Activity Aide	September 24, 2012
Michelle Sousa	Primetime Activity Aide	September 24, 2012
Aspen Shirley-Dancoff	Special Education Assistant	September 10, 2012
Claudia Duron	Special Education Assistant	September 10, 2012

Resignation
Hourly/Part-Time

Rajendra Garcia	Primetime Program Leader	August 29, 2012

Substitute Teacher Pool

Michelle Sousa	Substitute Teacher	September 24, 2012
Jessica Avila	Substitute Teacher (Susan Cuttitta's student teacher)	September 28, 2012
Kenneth Merritt	Substitute Teacher (Liz Wong's student teacher)	September 20, 2012
Alisa Miller	Substitute Teacher (Christian Lapis' student teacher)	September 10, 2012
Cally Thies	Substitute Teacher	September 4, 2012
Erlinda Villarta	Substitute Teacher	June 14, 2012

Contract Change
Classified Staff

Paul Liebmann	Changed from a Special Education Assistant to the Primetime Program Leader	September 24, 2012

O'Farrell Community Center for Advanced Academy

Check Register 9/1/2012 through 9/30/2012

Report run at
10/2/2012 12:34:46 PM

Payment Date	Payment Number	Payment Type	Payee Name	Rec Status	Check Amount	Invoiced GL Amount	Account	Account Description	Transaction Description
9/4/2012	10000858	Check	Charter School Management Corporation	Outstanding	$7,727.00	$7,727.00	5800-020-00	Professional/Consulting Services and Operating Expenditures	Sept 2012 Back Office Support Services
9/4/2012	10000859	Check	Public Employee Retirement	Outstanding	$3,448.38	$3,448.38	9504-020	Accrued PERS	Aug 2012 PERS payment
9/4/2012	10000860	Check	State Teachers Retirement	Outstanding	$6,108.64	$6,108.64	9503-020	Accrued STRS	Aug 2012 STRS payment
9/5/2012	10000861	Check	EBA&M Corporation	Outstanding	$861.00	$861.00	3403-020-00	Health & Welfare Benefits	Sept 2012 Admin Fees / Delta
9/5/2012	10000862	Check	Gafcon Inc	Outstanding	$337.92	$337.92	5800-020-00	Professional/Consulting Services and Operating Expenditures	July 2012 Services & Expenses
9/5/2012	10000863	Check	Guardian	Outstanding	$3,385.11	$3,385.11	3403-020-00	Health & Welfare Benefits	Sept 2012 Dental & Life Ins.
9/5/2012	10000864	Check	Sergio Padilla	Outstanding	$12.93	$12.93	4300-020-00	Materials and Supplies	REIMB - 3 parking lot signs
9/5/2012	10000865	Check	San Diego Facility Maintenance, Inc	Outstanding	$10,350.00	$10,350.00	5500-020-00	Operation and Housekeeping Services	Sept 2012 Cleaning Services
9/12/2012	10000866	Check	Cottonwood Electric Cart	Outstanding	$154.49	$154.49	5610-020-00	Equipment Repair	cart tires & keys
9/12/2012	10000867	Check	Coxarely Carrasco	Outstanding	$500.00	$500.00	5800-020-00	Professional/Consulting Services and Operating Expenditures	Stipend: Exceptional work towards Achieving est. API 800+
9/12/2012	10000868	Check	CPO	Outstanding	$11,947.32	$11,947.32	4100-020-00	Approved Textbooks and Core Curricula Materials	Textbooks
9/12/2012	10000869	Check	EDCO Disposal Corp	Outstanding	$399.87	$399.87	5501-020-00	Utilities	Aug 2012 Trash & Recycle
9/12/2012	10000870	Check	EBA&M Corporation	Outstanding	$90.00	$90.00	3403-020-00	Health & Welfare Benefits	COBRA Admin Fees for 3 people
9/12/2012	10000871	Check	Follett Educational Services	Outstanding	$3,560.92	$3,560.92	4100-020-00	Approved Textbooks and Core Curricula Materials	Algebra textbooks
9/12/2012	10000872	Check	Fletcher Hills Printing	Outstanding	$300.48	$300.48	4300-020-00	Materials and Supplies	"Welcome to O'Farrell" envelopes
9/12/2012	10000873	Check	Dave Helfman	Outstanding	$696.00	$696.00	5800-020-00	Professional/Consulting Services and Operating Expenditures	Pmt for CPR / AED 9/8/12, 24 students @ $29
9/12/2012	10000874	Check	Logical Choice Technologies	Outstanding	$2,592.05	$2,592.05	4400-020-00	Noncapitalized Equipment	ActivBoard / Promethean board
9/12/2012	10000875	Check	Lakeshore Learning Materials	Outstanding	$525.50	$525.50	4315-020-90	Classroom Materials and Supplies	Math, Lit, Phonics, etc. (books & materials) Primetime Prog
9/12/2012	10000876	Check	Law Office of Middleton,	Outstanding	$3,001.05	$3,001.05	5805-020-00	Legal Services and Audit	Legal Services thru 8/31/2012
9/12/2012	10000877	Check	Janet Meadows	Outstanding	$500.00	$500.00	5800-020-00	Professional/Consulting Services and Operating Expenditures	Stipend: Exceptional work towards Achieving est. API 800+

O'Farrell Community Center for Advanced Academy

Check Register 9/1/2012 through 9/30/2012

Report run at
10/2/2012 12:34:46 PM

9/12/2012	10000878 Check	Rachel McKearin	Outstanding	$500.00	$500.00	5800-020-00	Professional/Consulting Services and Operating Expenditures	Stipend: Exceptional work towards Achieving est. API 800+
9/12/2012	10000879 Check	Office Depot	Outstanding	$761.13	$119.80	4300-020-00	Materials and Supplies	bookcase (for FSS)
					$207.70	4300-020-00	Materials and Supplies	cleaner, table lamps, tissues,
					$433.63	4300-020-00	Materials and Supplies	Laserjet printer & phone cords
9/12/2012	10000880 Check	Philadelphia Insurance	Outstanding	$1,421.17	$1,421.17	5400-020-00	Insurance	Spec&Tr Sch Pkg, Flexi Plus
9/12/2012	10000881 Check	RICOH USA, INC.	Outstanding	$1,099.70	$1,099.70	5605-020-00	Equipment Rental/Lease Expense	Copier Lease, mangemnt & maint. fee: 9/2 - 10/1/12
9/12/2012	10000882 Check	Superintendent of Schools	Outstanding	$100.00	$100.00	5300-020-00	Dues and Memberships	1 time setup fee for Livescan &
9/12/2012	10000883 Check	The McGraw-Hill Companies	Outstanding	$6,607.93	$6,607.93	4100-020-00	Approved Textbooks and Core Curricula Materials	High School Spanish textbooks
9/12/2012	10000884 Check	Mary Skrabucha	Outstanding	$500.00	$500.00	5800-020-00	Professional/Consulting Services and Operating Expenditures	Stipend: Exceptional work towards Achieving est. API 800+
9/12/2012	10000885 Check	TCR Services	Outstanding	$287.05	$287.05	5610-020-00	Equipment Repair	Toner cost / Maint. for Aug 2012
9/12/2012	10000886 Check	Mercedes V. Tucker	Outstanding	$500.00	$500.00	5800-020-00	Professional/Consulting Services and Operating Expenditures	Stipend: Exceptional work towards Achieving est. API 800+
9/12/2012	10000887 Check	Virco, Inc.	Outstanding	$11,339.07	$1,180.40	4400-020-00	Noncapitalized Equipment	50 blueberry Chrome chair (qty
					$10,158.67	4400-020-00	Noncapitalized Equipment	50 maple desks & 80 black chairs
9/12/2012	10000888 Check	Verizon Wireless	Outstanding	$50.08	$50.08	5900-020-00	Communications (Tele., Internet, Copies, Postage, Messenger)	4G Mobile Broadband Serv: 7/27 - 8/26/12
9/12/2012	10000889 Check	Leslie Warren	Outstanding	$16.30	$16.30	4315-020-00	Classroom Materials and Supplies	REIMB - Target, cups & candy for science activity
9/17/2012	10000890 Check	Education Consulting Service	Outstanding	$3,500.00	$3,500.00	5810-020-00	Educational Consultants	Presentation of Teachers
9/17/2012	10000891 Check	The Hartford	Outstanding	$7,721.11	$7,721.11	3603-020-00	Worker Compensation Insurance	Workers Comp Premium & Fees
9/17/2012	10000892 Check	Sharp Health Plan	Outstanding	$36,606.75	$36,606.75	3403-020-00	Health & Welfare Benefits	Oct 2012 Health Ins
9/21/2012	10000893 Check	City Treasurer	Outstanding	$5,424.84	$5,424.84	5501-020-00	Utilities	Water, Sewer, Fire, & Backflow
9/21/2012	10000894 Check	CDW-Government	Outstanding	$2,792.42	$2,792.42	4400-020-00	Noncapitalized Equipment	Technology for Classroom
9/21/2012	10000895 Check	CIF - San Diego Section	Outstanding	$917.60	$317.60	5300-020-00	Dues and Memberships	CIF dues for Selected Sports for
					$600.00	5300-020-00	Dues and Memberships	Frontier League Dues &
9/21/2012	10000896 Check	Comm USA	Outstanding	$2,662.45	$1,119.47	4400-020-00	Noncapitalized Equipment	Radios for classroom
					$1,542.98	4400-020-90	Noncapitalized Equipment	Radios for Primetime classroom
9/21/2012	10000897 Check	California Interscholastic	Outstanding	$75.60	$75.60	5300-020-00	Dues and Memberships	State Dues , Legal & Liability

O'Farrell Community Center for Advanced Academy

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9/21/2012	10000898	Check	Dunbar Armored Inc	Outstanding	$105.87	$105.87	5800-020-00	Professional/Consulting Services and Operating Expenditures	Sept Service 2012
9/21/2012	10000899	Check	Rajendra Garcia	Outstanding	$31.79	$31.79	4300-020-90	Materials and Supplies	REIMB for Borders, Calendar &
9/21/2012	10000900	Check	Logical Choice Technologies	Outstanding	$13,393.51	$4,995.47	4400-020-00	Noncapitalized Equipment	Active board bundle and install kit
						$8,398.04	4400-020-00	Noncapitalized Equipment	Promethean Boards and bundles
9/21/2012	10000901	Check	Anne Matthews	Outstanding	$159.30	$39.74	4300-020-00	Materials and Supplies	REIMB for Decor New Student
						$119.56	4700-020-00	Food and Food Supplies	REIMB for Food & Drinks New
9/21/2012	10000902	Check	Office Depot	Outstanding	$731.93	$73.38	4300-020-00	Materials and Supplies	binders, money rent receipt
						$128.49	4300-020-00	Materials and Supplies	Desk or Wall mountable
						$64.76	4300-020-00	Materials and Supplies	desk pad, pens, file wall pack,
						$115.90	4300-020-00	Materials and Supplies	holder, fluoresent bulb
						$34.91	4300-020-00	Materials and Supplies	moneyrent receipt book
						$283.48	4315-020-90	Classroom Materials and Supplies	paper,pencils, markers, scissors, dry erase, clips
						$31.01	4315-020-90	Classroom Materials and Supplies	Reading borders packs, bull bd kit
9/21/2012	10000903	Check	Employment Development Department	Outstanding	$60.80	$60.80	3503-020-00	State Unemployment Insurance	SEF Local Experience Charges
9/21/2012	10000904	Check	Sound Therapies, Inc.	Outstanding	$1,608.00	$1,608.00	5810-020-65	Educational Consultants	Speech & Language Services:
9/21/2012	10000905	Check	San Diego Charter Schools	Outstanding	$13,755.00	$13,755.00	5810-020-65	Educational Consultants	Management Services Fee as per
9/21/2012	10000906	Check	Scripps National Spelling Bee	Outstanding	$122.50	$122.50	5300-020-00	Dues and Memberships	Fee For School Wide Spelling
9/27/2012	10000907	Check	AT&T Mobility	Outstanding	$131.09	$131.09	5900-020-00	Communications (Tele., Internet, Copies, Postage, Messenger)	cell phone chrgs 8/13 - 9/12/12
9/27/2012	10000908	Check	American Express	Outstanding	$2,039.59	$64.68	4700-020-00	Food and Food Supplies	CA - 8/24 - Giany NY Pizza,
						$113.62	4700-020-00	Food and Food Supplies	CA - 8/27 - Costco Whse,
						$46.66	4700-020-00	Food and Food Supplies	CA - 8/28 - Smart N Final, drinks
						$45.81	4700-020-00	Food and Food Supplies	CA - 9/10 - Costco Whse, food
						$1,768.82	5601-020-00	Building Maintenance	JD - 8/21 - Home Depot, blinds
9/27/2012	10000909	Check	AT&T	Outstanding	$853.61	$702.89	5900-020-00	Communications (Tele., Internet, Copies, Postage, Messenger)	Calnet2: 619-266-8712, 8/13 - 9/12/12
						$150.72	5900-020-00	Communications (Tele., Internet, Copies ,Postage, Messenger)	Calnet2: 6192633009, 8/13 - 9/12/12

CSMC

Charter Vision®
Check Register Detail

O'Farrell Community Center for Advanced Academy

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9/27/2012	10000910	Check	arc	Outstanding	$14,850.00	$14,850.00	5505-020-00	Student Transportation/Field Trips	9th gr outdoor retreat for 120 students, Dixon Lake 10/18-19
9/27/2012	10000911	Check	CDW-Government	Outstanding	$4,153.98	$3,316.55	4400-020-00	Noncapitalized Equipment	230 Plantronics headsets
						$837.43	4400-020-90	Noncapitalized Equipment	2 HP computers for Primetime
9/27/2012	10000912	Check	Clothing International, Inc.	Outstanding	$301.70	$301.70	4300-020-00	Materials and Supplies	30 uniform belts
9/27/2012	10000913	Check	El Cajon Print	Outstanding	$351.81	$351.81	4300-020-00	Materials and Supplies	Nameplates for board & stamps
9/27/2012	10000914	Check	FireFly Computers, LLC	Outstanding	$1,026.00	$1,026.00	4400-020-00	Noncapitalized Equipment	computer accessories for
9/27/2012	10000915	Check	Gafcon Inc	Outstanding	$1,017.49	$1,017.49	5800-020-00	Professional/Consulting Services and Operating Expenditures	Aug 2012 Professional Services & Expenses
9/27/2012	10000916	Check	Home Depot Credit Services	Outstanding	$1,593.89	$1,593.89	5601-020-00	Building Maintenance	Building paint & gloves
9/27/2012	10000917	Check	Jackie Robinson Family	Outstanding	$375.00	$375.00	5300-020-00	Dues and Memberships	Middle School Flag Football Fee
9/27/2012	10000918	Check	Logical Choice Technologies	Outstanding	$4,260.00	$4,260.00	4400-020-00	Noncapitalized Equipment	Installation of Promethean
9/27/2012	10000919	Check	MLK	Outstanding	$1,496.50	$1,496.50	5602-020-00	Other Space Rental	Gym Rental for HS Basketball
9/27/2012	10000920	Check	MLK	Outstanding	$1,008.00	$1,008.00	5602-020-00	Other Space Rental	Soccer Field use for HS Soccer
9/27/2012	10000921	Check	Office Depot	Outstanding	$3,329.13				
						$127.53	4300-020-00	Materials and Supplies	health office supplies
						$134.95	4300-020-00	Materials and Supplies	Health office: stethoscope
						$348.79	4315-020-00	Classroom Materials and Supplies	Ligaya order - dry markers for teacher supply room
						$2,086.79	4315-020-00	Classroom Materials and Supplies	Ligaya order - teacher/student supplies
						$26.38	4315-020-00	Classroom Materials and Supplies	metal rings for Merica Jones classroom
						$18.21	4315-020-00	Classroom Materials and Supplies	sml blunt scissors for classroom - qty 10, Ligaya
						$502.91	4400-020-00	Noncapitalized Equipment	heavy duty floor fans for
						$119.77	4400-020-90	Noncapitalized Equipment	two-way radios ordered by R.G.
9/27/2012	10000922	Check	Pearson Education	Outstanding	$3,957.31	$3,957.31	4100-020-00	Approved Textbooks and Core Curricula Materials	Math Textbooks
9/27/2012	10000923	Check	San Diego Gas & Electric	Outstanding	$9,692.18	$9,692.18	5501-020-00	Utilities	Gas & Electric Chrgs 8/12 -
9/27/2012	10000924	Check	SDEAC	Outstanding	$150.00	$150.00	5200-020-02	Travel and Conferences	Registration Fee for Workshop
9/27/2012	10000925	Check	Wells Fargo Business Card	Outstanding	$3,283.15	$387.90	4700-020-00	Food and Food Supplies	8/28 Gualbertos Taco Shop,
						$26.67	5500-020-00	Operation and Housekeeping Services	8/22 Alcatraz Locksmith, master keys made
						$59.34	5500-020-00	Operation and Housekeeping Services	9/11 Alcatraz Locksmith, restroom keys made

O'Farrell Community Center for Advanced Academy

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						$83.24	5500-020-00	Operation and Housekeeping Services	9/17 & 9/18 Alcatraz Locksmith, Classrm & gate keys made
						$1,188.00	5505-020-00	Student Transportation/Field Trips	8/22, 9/6, 9/1, 9/11 & 9/14 - Sandag, bus pass reloads
						$228.00	5505-020-00	Student Transportation/Field Trips	9/11 Albertson, bus pass purchase
						$152.00	5505-020-00	Student Transportation/Field Trips	9/13 Albertsons, bus pass purchase
						$228.00	5505-020-00	Student Transportation/Field Trips	9/6 Albertsons, bus pass purchase
						$380.00	5505-020-00	Student Transportation/Field Trips	9/9 Albertsons, bus pass purchase
						$550.00	5800-020-00	Professional/Consulting Services and Operating Expenditures	9/14 ARC*Services/Training, CPR-First Aid Training
9/27/2012	10000926	Check	Wells Fargo Business Card	Outstanding	$2,827.53	$258.20	4315-020-00	Classroom Materials and Supplies	9/12 DBC*Blick Art Material - Classroom Art Materials
						$294.13	5500-020-00	Operation and Housekeeping Services	9/18 Napa Auto Parts - 3 Cart Batteries
						$1,997.69	5601-020-00	Building Maintenance	8/20 Home Depot - Building Paint
						$277.51	5815-020-00	Advertising/Recruiting	8/22 Online Sign Purchase -
9/27/2012	10000927	Check	Wells Fargo Business Card	Outstanding	$4,519.29	$966.64	4300-020-00	Materials and Supplies	8/24 Uniforms Express - Athletic
						$313.75	4300-020-00	Materials and Supplies	9/11 Customlink Tshirts -
						$449.70	4315-020-00	Classroom Materials and Supplies	8/30 Learning A-Z - Raz Kids Subscription - 6 licenses
						$1,554.63	4315-020-90	Classroom Materials and Supplies	9/6 Walmart - Primetime Materials
						$100.41	4400-020-00	Noncapitalized Equipment	9/14 Apple Online Store -
						$31.25	4400-020-00	Noncapitalized Equipment	9/14 Apple Online Store - Mini
						$1,052.91	4400-020-00	Noncapitalized Equipment	9/18 Apple Online Store - iMac
						$50.00	5890-020-00	Interest Expense/Fees	8/21 Rewards Annual
9/27/2012	10000928	Check	Wenger Corporation	Outstanding	$1,785.83	$1,785.83	4400-020-00	Noncapitalized Equipment	25 Chairs for Linda Logan's room

Total Check Amount: $232,353.64

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: October 8, 2012
Consent Calendar Item 4

RECOMMENDATION: Accept the receipt of $9,037.68 for outdated textbooks from Follett Educational Services

BACKGROUND INFORMATION:

Every year O'Farrell Charter School has textbooks that are outdated and can no longer be used.

CURRENT INFORMATION:

This year Karen Bishop, our library technician, was contacted by Follett Educational Services. Karen was able to sell them textbooks that were six years old.

ADDITIONAL DATA:

The $9,037.68 will be put into the General Fund.

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: October 8, 2012
Consent Calendar Item 5

RECOMMENDATION: Accept the donation of $1,000.00 from Ed Johnson, the owner of Johnson & Wood Insurance Services, Inc.

BACKGROUND INFORMATION:

Since July 1, 2010, Johnson & Wood Insurance Services has provided O'Farrell with our comprehensive insurance package.

CURRENT INFORMATION:

Johnson & Wood Insurance Services is always looking for non-profits in the community that are doing great things for children and they feel that O'Farrell fits that mold.

ADDITIONAL INFORMATION:

This donation will be put into the high school account.

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: October 8, 2012
Action Item 1

RECOMMENDATION: Ratify the request with ICF Jones & Stokes, Inc. for the authorization for Phase 1 (Initial Study) of the environmental services under their existing Environmental Engineering Services Agreement with the District (PS-90-491-02), in the amount not to exceed $26,720.

AND

Approve the additional cost of either $91,140 or $134,250 if there is a need for a Mitigated Negative Declaration or an Environmental Impact Report.

BACKGROUND INFORMATION:

This proposal is to present the scope of work and cost estimate to the San Diego Unified School District for professional environmental consulting services for the O'Farrell Community School/Charter High School project. This proposal is based on information and requests from previous work on the Proposition S California Environmental Quality Act (CEQA) Evaluation Matrix, as well as with Jonathan Dean and John Stokes.

CURRENT INFORMATION:

This proposal is only to request authorization for Phase 1 of the environmental services under our existing Environmental Engineering Services Agreement with the District (PS-90-491-02). As a result, ICF is only requesting authorization to proceed with Tasks 1-3 Acoustical Analysis and 1-5 Manage Traffic Impact Analysis for a total authorization of $26,720.

The tasks and cost estimate for Phase 1 are summarized in Table 1. We selected these tasks for Phase 1 because the traffic impact analysis will take the most time to prepare and needs to be completed before the acoustical and air quality studies can be completed. They request authorization for the remainder of the tasks under a separate notice to proceed.

ADDITIONAL DATA:

Following this initial study, which was authorized by the executive director on September 27, 2012, a determination will be made on whether we need a Mitigated Negative Declaration (MND) or an Environmental Impact Report (EIR). The Initial Study cost of $26k is inside both of those numbers. .

Consultants directly contracting with OCS include, architect, surveyor/civil engineer and project management. We may need a traffic engineer later to coordinate signaling and curb cuts but this could come under IBI Group (as additional scope).

According to Katy Wright, Gafcon Consultant, this cost should not exceed $134,250.

See attached proposal.

San Diego Unified
SCHOOL DISTRICT

GARY STANFORD
Director Project Management
Facilities Planning and Construction
858.637.6280
gstanford1@sandi.net

September 25, 2012

Dr. Jonathan Dean
Executive Director
O'Farrell Community School
6130 Skyline Dr.
San Diego, CA 92114

RE: Environmental Work for Charter High School Site

Dr. Dean:

This letter serves as authorization for services to be provided by ICF Jones & Stokes, Inc. (an ICF International company hereafter referred to as ICF) through the attached proposal addressed to SDUSD for the environmental work related to the above-referenced project. The services proposed as follows:

ICF – Proposal to Complete Environmental Services - $26, 720
For O'Farrell Community School/Charter High School
Note: ONLY Task 1, Phase 1 is authorized

The point of contact during this work will be John Stokes, Project Manager, 858-573-5741 or cell 619-606-0379 who will coordinate with Kathryn Ferrell, CEQA/Environmental Coordinator, 858-627-7298 or cell 760-622-6193.

Upon receipt of your approval (signature below), we will issue the contract to ICF.

O'Farrell Charter Sch / Dr. Jonathan Dean, Executive Director, O'Farrell Community School

Jonathan Dean Dated 9/27/12

Sincerely,

Gary Stanford
Director Project Management Department

Attachments:
ICF Proposal Dated: September 20, 2012: Proposal to Complete Environmental Services

cc: Katy Wright, Gafcon
John Stokes, FPC
Kathryn Ferrell, FPC
Phuong Zahirovic, FPC
George Harris, FPC
Lee Dulgeroff, FPC

9/24/12 kdf

9/24/12

September 20, 2012

Ms. Kathryn Ferrell
San Diego Unified School District
Facilities Planning and Construction
4860 Ruffner Street
San Diego, California 92111

SUBJECT: Proposal to Complete Environmental Services for O'Farrell Community School/Charter High School - Environmental Engineering Services Agreement No. PS-90-491-02

Dear Ms. Ferrell:

ICF Jones & Stokes, Inc. (an ICF International company hereafter referred to as ICF) is pleased to present this scope of work and cost estimate to the San Diego Unified School District (District) for professional environmental consulting services for the O'Farrell Community School/Charter High School project. This proposal is based on information and requests from previous work on the Proposition S California Environmental Quality Act (CEQA) Evaluation Matrix, as well as coordination with you and John Stokes.

The proposal is to request authorization for Phase 1 of the environmental services under our existing Environmental Engineering Services Agreement with the District (PS-90-491-02). The tasks covered under Phase 1 are discussed in more detail in the Cost Estimate section of this proposal.

Project Assumptions

The following assumptions were used to develop the proposed scope of work:

- Modernization and new construction would occur on the Community School in accordance with the Bond Project Lists and all site plans provided by the District that would be addressed in the California Environmental Quality Act (CEQA) document. New construction at the Community School would consist of construction of a new joint-use athletic field.
- O'Farrell High School would be a new school. The District would provide the latest site plans and grading plans for use in this analysis.
- The District will provide specific location of lighting facilities on all renovated athletic fields.

9775 Businesspark Avenue, Suite 200 — San Diego, CA 92131 — 858.578.8964 — 858.578.0573 fax — icfi.com

- The District will provide any existing technical analysis completed for the campus related to hazardous materials or sites if available.
- The District will provide general estimates of construction phasing and proposed construction equipment.
- The proposed project would not involve any temporary relocation of students.
- Modernization efforts would not increase student capacity.

Scope of Work

The scope of work covers preparation of a Mitigated Negative Declaration (MND) or a focused Environmental Impact Report (EIR). Following completion of the Initial Study a determination will be made in coordination with the District to prepare either a MND or an EIR.

Task 1: Technical Studies

ICF will perform the following to complete an Initial Study for the proposed project:

- Set up and maintain an Administrative Record File for the project.
- Prepare the CEQA Initial Study/Environmental Checklist Form for the project using the checklist used by ICF on previous CEQA documents completed for the District.
- Conduct technical studies to support the CEQA document.

The following technical studies would be prepared for the MND or the EIR:

Subtask 1-1: Biological Resources Letter Report (ICF)

Based on initial review of the project site for the new school and the joint use field it does not appear that any biological resources issues exist. However, ICF biologists will conduct a site visit and literature search to confirm the presence/absence of sensitive biological resources. The results of the site survey would be summarized in a brief letter report.

Subtask 1-2: Hazardous Materials/Title 5 Analysis (Ninyo & Moore)

Ninyo & Moore will provide environmental consulting services related to hazardous materials and Title 5 studies for the community school and the proposed high school. A letter report will be prepared discussingpotential impacts identified, suggested mitigation measures, and additional studies related to hazardous materials necessary to complete an adequate impact analysis for the CEQA document. The letter report will also summarize recent studies completed by Ninyo & Moore for the Community School.

Ninyo & Moore will only review and make recommendations regarding the following Title 5 issues:

- High-voltage transmission lines,
- Railroad tracks,
- Above-ground water and fuel storage tanks,
- Airport runways or potential runways,
- Listing as a hazardous waste disposal site/release site or solid waste disposal site,
- Proximity to a hazardous waste or border zone property,
- High-pressure gas lines,
- Petroleum pipelines,
- Pressurized water and sewer pipelines, and
- Proximity to facilities that may emit hazardous air emissions or handle hazardous materials, substances, or waste.

If it is determined that additional studies regarding the presence or absence of hazards or hazardous materials are required to complete an impact analysis, the scope and cost of any additional studies would be determined in coordination with the District as a part of a separate proposal.

Subtask 1-3: Acoustical Analysis (ICF)

Residences are located in the vicinity of the proposed project site, and onsite classroom and recreational field land uses are also considered to be noise-sensitive. ICF will conduct a noise study of potential impacts to existing noise-sensitive land uses. These land uses could be impacted by noise from project construction and/or operation. Additionally, offsite residential land uses adjacent to the local arterial roads could be impacted by project traffic. Ambient noise measurements will be conducted as part of the study at up to five (5) representative noise-sensitive locations in and around the project site for both the high school and the joint-use field. The noise measurements will be conducted using equipment and methods as prescribedby the American National Standard Institute (ANSI) and consistent with the standards of the practice for community noise analysis.

Potential construction-related noise impacts on nearby noise-sensitive land uses will be evaluated based on construction equipment data provided by the project applicant using noise modeling methods developed by the Federal Highway Administration (FHWA). Long-term (operational) noise effects from the project will also be addressed. Operational traffic noise will be assessed using the project's traffic volume data and the FHWA Traffic Noise Model (TNM) version 2.5.



Potential onsite operational noise impacts from the high school and joint-use field will also be analyzed.

The significance of noise impacts will be assessed based on the relevant city, state, and federal thresholds. If significant noise impacts are identified, mitigation measures will be developed to reduce impacts to a less-than-significant level wherever feasible. The results of the noise analysis, findings of potential effects, and mitigation measures will be summarized in the noise section of the environmental document.

Subtask 1-4: Air Quality and Greenhouse Gas/Climate Change Analysis (ICF)

ICF will analyze the potential air quality and greenhouse gas (GHG)-related impacts of the proposed modernization and construction project, consistent with the applicable procedures and requirements of the California Air Resources Board (ARB) and the San Diego Air Pollution Control District (SDAPCD). The air quality and GHG analyses will describe existing regulatory and environmental conditions, the project's impacts, and mitigation measures, including those recommended and required by the SDAPCD, designed to reduce the significance of project impacts. ICF will quantify construction-related criteria pollutant and GHG emissions using approved modeling software and methodologies, including but not limited to CalEEMod, URBEMIS2007, EMFAC, and/or OFFROAD. In the event that project-specific construction data and phasing schedule are not available, ICF will use and confirm modeling defaults with the District. For operation-related emissions, it is anticipated that school capacity and square footage are not increased over existing conditions; it is further assumed that the proposed school modernization would result in greater energy and water efficiency, as the new buildings would be subject to stricter building standards that currently exist. Therefore, ICF will provide only a qualitative comparison and discussion of GHG-related energy and water consumption, and will not quantify these changes as they are likely to decrease with modernization.

The new high school and possibly the addition of the joint use field would result in increased motor vehicle and bus trips during events. ICF will utilize trip rates from the traffic impact analysis currently being completed by KOA Corporation to quantify emissions associated with increased vehicle trips. Construction and operational emissions will be summed and compared to SDAPCD's Air Quality Impact Analysis Trigger Levels and the County's suggested GHG emission methodology and thresholds, and mitigation measures will be proposed to reduce or eliminate impacts, if required. Given the short-term nature of construction and no changes in student capacity or bus access, ICF does not expect there to be increased health risks associated with

diesel exposure to onsite or nearby sensitive receptors; therefore, health risk impacts will be discussed qualitatively.

ICF will use information within the traffic report currently being completed by KOA Corporation to identify potential carbon monoxide impacts at nearby roadways intersections, modeling concentrations at up to four intersections under each the existing, existing plus project, and future cumulative scenarios.

Subtask 1-5: Manage Traffic Impact Study (ICF)

The KOA Corporation will prepare a traffic study in accordance with the attached scope of work. The results of this traffic analysis will be incorporated into the environmental document. As a part of this task, ICF will coordinate with the KOA Corporation and the District to ensure that the traffic impact study addresses the required CEQA issues and to provide KOA Corporation with updated project description or other information as it is developed by the District.

Subtask 1-6: Photometric Study (ICF- Optional)

Subtask 1-6 would only be required if the joint use field would require lighting. ICF staff with experience in preparing lighting impact analysis for schools will use information from the Musco study to complete an impact analysis for the CEQA document. The analysis will address consistency with City of San Diego (City) regulations, as well as Institution of Lighting Engineers light limitations.

Musco Lighting Corporation will provide a photometric analysis of proposed lighting facilities. The photometric analysis will include an analysis regarding light spill and glare utilizing specific field and lighting facility locations. Light spill will be quantified by generating the light levels in footcandles within the site and at the property line. The study will include the following:

- Provide computer generated photometrics for on-field light levels and off-field light levels. This would include spill values in horizontal and vertical footcandles run at property line, blanket grid, or specified distance.
- Provide sports lighting design, including pole quantities and height recommendations, fixture aiming angle degrees, visor types and light levels, and uniformities per Illuminating Engineering Society IES Standards and/or specific site needs. Provide design to meet maximum spill/glare control, and that minimizes spill/glare control to the best ability.
- Provide structural calculations and foundation design, as well as District of the State Architect (DSA) Drawings, for the Musco poles, prepared by a California State Structural Engineer.

- Musco staff will attend meetings with the District and ICF Jones & Stokes staff, if necessary, to discuss methods of controlling sports lighting spill, glare and sky glow.

Subtask 1-7: Historical Resources (ICF)

ICF historical experts will conduct a preliminary assessment using available historic site listings and databases as well as review of existing photos to determine if buildings to be modified or altered are potentially historic. If it is determined that historic property inventories are required to complete an impact analysis, the scope and cost of further study would be determined in coordination with the District as a part of a separate proposal.

Task 2: Preparation of Initial Study

ICF will prepare an Initial Study for the proposed project using the environmental checklist based on Appendix G of the CEQA Guidelines and used by ICF on previous CEQA documents prepared for the District. The technical studies prepared under Task 1 will be used to support the environmental determination of the Initial Study, and ultimately provide the analysis for the MND or the EIR. Following completion of the Initial Study a determination will be made in consultation with the District to prepare either an MND or an EIR.

Task 3: Preparation of the CEQA Document

Based on instructions from the District, this proposal addresses two separate scenarios for completion of required documentation under CEQA. In the first scenario, ICF will prepare an MND if the Initial Study determines that all impacts would be less than significant with mitigation incorporated. In the second scenario, ICF will prepare a focused EIR if the Initial Study determines that one or more impacts would be potentially significant and unavoidable.

Subtask 3-1: Preparation of a Mitigated Negative Declaration

Task 3-1a: Preparation of the Draft MND

ICF will prepare an Administrative (Admin) Draft MND, which will include the Project Description, Environmental Setting, Determination, Initial Study Checklist and supporting technical studies, and appropriate mitigation measures, as required. The Admin Draft MND will follow the form and format provided by the District. ICF will:

- Submit one (1) hard copy and one (1) electronic copy of the Admin Draft MND to the District for review.

- Revise the Admin Draft MND in accordance with District comments, and prepare a Final Screencheck Draft MND for District review.
- Prepare hard copies and an electronic (CD) copy of the Draft MND for delivery to the District.
- Prepare the Notice of Intent (NOI) to Adopt an MND for the newspaper ad, the County Clerk's office, the State Clearinghouse, and the public notification letter.
- Assist the District with preparing the mailing list for the NOI and Public Draft MND.
- Complete the Notice of Completion (NOC) Form for the State Clearinghouse.
- Send an electronic copy of the Public Draft MND to the District for their website.
- Maintain the Administrative Record for the MND.

ICF assumes that the District will be responsible for:

- Printing the Draft MND and NOI letters, and mailing 15 copies of the Draft MND and 1 copy of the NOC to the State Clearinghouse, placing the newspaper ad in the Union-Tribune, filing the NOI with the County Clerk's office, and mailing copies of the MND and/or NOI letters to the appropriate agencies, organizations, groups, libraries, and individuals.
- Preparing the necessary copies of the documents in accordance with as-needed contract between ICF and the District.

Task 3-1b. Preparation of Final MND and MMRP

ICF will perform the following tasks in support of the Final MND process:

- Acquire copies of all comments and comment letters received in response to the Draft MND.
- Prepare draft responses to comments (RTCs) letters. Our cost proposal assumes that we will respond to a maximum of twenty (20) individual comments, and that none of the comments received will require assistance from legal counsel for response. The cost to respond to extensive comments or comments requiring legal counsel's assistance is beyond the scope of this proposal, and would require additional funding as necessary to meet the requirements of the project. The cost to prepare responses will be reevaluated in coordination with the District following the end of the public review period.
- Prepare an Admin Final MND and Draft Mitigation Monitoring and Reporting Program (MMRP).
- Submit one (1) hard copy and one (1) electronic copy of the Admin Final MND and Draft MMRP to the District for review.
- Revise the Admin Final MND and Draft MMRP as per District comments, and prepare a revised Final MND and MMRP for District review.

- Assist the District with preparing a mailing list for the Final MND.
- Prepare one (1) hard copy and one (1) electronic copy of the Final MND for the Board, agencies, the public, etc.
- Send an electronic copy of the Final MND to the District for their website.
- Coordinate with the California Department of Fish and Game (DFG) for a waiver from the DFG fees.
- Prepare a Notice of Determination (NOD) for the project.
- Finalize the Admin Record and submit all files to the District.

ICF assumes that the District will be responsible for:

- Printing the Final MND and mailing copies to appropriate agencies, organizations, groups, libraries, and individuals at least 10 days prior to the Board hearing on the MND.
- Filing the NOD and DFG waiver with the County Clerk's office within 5 working days of approval by the Board, and paying all associated fees.

Task 3-2: Preparation of Focused EIR

Task 3-2a: Project Description/Alternatives Development/Notice of Preparation

Under this task, ICF will:

- Prepare a comprehensive project description, including alternatives to be considered.
- Prepare appropriate figures to identify the proposed project in relation to the regional and local area.
- Prepare a mailing list of all agencies and individuals that will be receiving a copy of the environmental documents and notices. This list will be updated during the environmental process in response to comments, etc. received.
- Prepare the project Notice of Preparation (NOP) for distribution and submittal.
- Submit the Initial Study/NOP to the District for review and approval.
- Review and implement changes requested by the District.
- Produce and distribute copies of the NOP/Initial Study and public notices.
  - File NOP for posting with the County Clerk.
  - Mail a copy of the NOP/Initial Study to any person who has filed a written request for notices with either the clerk of the governing body or the director of the agency.

- Send fifteen (15) copies of NOP/Initial Study to the State Clearinghouse (including CEQA Notice of Completion Form)—at which point a State Clearinghouse Number (SCN) will be issued for the EIR.
- Send copies of NOP/IS to each Responsible Agency, any federal agencies involved in approving or funding the project, and to Trustee Agencies with jurisdiction over any natural resources affected by the project.
- Publish a copy of the NOP in the Union-Tribune.
- Mail a notification of NOP/IS availability to all owners, occupants and/or tenants of property within the proposed development areas and within 300 feet of the sites.

- Compile and file a copy of all letters received in response to the NOP/Initial Study.
- At the end of the 30-day public review period, re-evaluate the Project Description, alternatives, and technical studies based on the information received.
- Discuss the results of the NOP/Initial Study with the District.

Task 3-2b: Draft Focused EIR

Under this task, ICF will:

- Prepare a Screencheck Draft EIR in accordance with CEQA Guidelines Article 9, Sections 15120 to 15132. The focused EIR would include the following sections:
  - Table of Contents
  - Summary (Project Synopsis; matrix table for all alternatives, including each significant effect, proposed mitigation measures, and level of significance after mitigation; and Areas of Controversy Known to the Lead Agency).
  - Introduction
  - Project Description
  - Environmental Analysis (including: Existing Conditions [i.e., Environmental Setting]; Impact Significance Criteria [i.e., Thresholds of Significance]; Impact Analysis; Significant Environmental Impacts; Mitigation Measures; Level of Significance after Mitigation) – Scope of work assumes that Focused EIR analysis would be limited to addressing, in detail, issues where the analysis from the Initial Study indicates the project would result in significant and potentially unavoidable impacts.
  - Discussion of Cumulative Impacts
  - Environmental Effects Found Not to be Significant
  - Alternatives (including the No Project Alternative)

- Growth-Inducing Impacts
- Significant Irreversible Changes
- Organizations and Persons Consulted (including a list of preparers)

- Submit Screencheck Draft EIR to District for review.
- Review all comments from the District.
- Prepare a revised Screencheck Draft EIR with all changes and updates agreed to by the District.
- Submit revised Screencheck Draft EIR to the District for review. This document will include all sections, figure, appendices, etc.
- Prepare the Notice of Completion (NOC) and Notice of Availability (NOA) for the Draft EIR. The NOA will specify the address where comments on the DEIR should be sent with a deadline for District receipt, as well as where copies of the document can be reviewed.
- Produce and distribute the Draft EIR. This begins the 45-day public review period.
  - File NOA for posting with the County Clerk.
  - Mail a copy of the NOA to any person who has filed a written request for notices with either the clerk of the governing body or the director of the agency.
  - Send fifteen (15) copies of Draft EIR to the State Clearinghouse (include CEQA Notice of Completion Form) via Certified Mail or Federal Express.
  - Send CDs of Draft EIR to affected agencies and groups (e.g., cities, counties, local planning groups, etc.)
  - Publish a copy of the NOA in the Union-Tribune.
  - Mail the NOA to all owners, occupants and/or tenants of property within the proposed development areas and within 300 feet of the sites.
  - Deliver a copy of the Draft EIR to the Main and local Libraries.
  - Make an electronic copy of the Draft EIR for the District's website.
- Compile and file a copy of all notices, newspaper ads, and all letters received in response to the Draft EIR.

Task 3-2c: Final EIR, MMRP, Findings of Fact, and Statement of Overriding Considerations

Under this task, ICF will:

- Prepare a copy of all letters and comments received in response to the Draft EIR. Each issue raised in the comment letters will be assigned a number that corresponds to the appropriate response.
- Prepare appropriate RTCs for all comments received. Our cost proposal assumes that we will respond to a maximum of fifty (50) individual comments, and that none of the comments received will require assistance from legal counsel for response. The cost to respond to extensive comments or comments requiring legal counsel's assistance will be beyond the scope of this proposal, and will require additional funding as necessary to meet the requirements of the project. The cost to prepare responses will be reevaluated in coordination with the District following the end of the public review period.
- Submit a draft of the RTCs to the District for review.
- Prepare an Admin Final EIR in accordance with CEQA Guidelines Section 15132. The Admin Final EIR will include a copy of the Draft EIR with responses to comments and changes and additions to the text. The Admin Final EIR will not include appendices that were included with the Draft EIR. If changes to the technical reports are required, errata sheets will be include in the Final EIR.
- Prepare a Draft MMRP in accordance with CEQA Guidelines Section 15097.
- Prepare Draft Findings of Fact (Findings) in accordance with CEQA Guidelines Section 15091.
- Prepare a Draft Statement of Overriding Considerations (SOC) in accordance with CEQA Guidelines Section 15093.
- Submit five copies each of the Admin Final EIR, MMRP, Findings, and SOC to District for review.
- Review all comments from District.
- Prepare the revised Final EIR, MMRP, Findings, and SOC with all changes and updates agreed to by the District.
- Prepare a Draft Board Report for the project in compliance with District format.
- Prepare and distribute Final EIR and notifications of the Final EIR in accordance with CEQA and the Public Resources Code:
  - A final copy of the EIR must be filed with the appropriate planning agency of any city, county, or city and county where significant effects on the environment may occur (CEQA Guidelines Section 15095).
  - At least 10 days before certifying the Final EIR, provide a written proposed response to all public agencies that commented on the Draft EIR (Public Resources Code 21092.5).



- Send copies of Final EIR to affected agencies and groups (e.g., cities, counties, local planning groups, etc.)
- Mail a notification of availability to all owners, occupants and/or tenants of property within the proposed development areas and within 300 feet of the sites. The notification letter should include the date, time and location for any public hearing for certification of the FEIR and approval of the proposed project.
- Deliver a copy of the Final EIR to the Main and local Libraries.
- Make an electronic copy of the Final EIR for the District's website.

- Prepare a Notice of Determination (NOD) for filing with the County Clerk's Office and the State Clearinghouse.
- Prepare a Certificate of Fee Exemption (De Minimis Impact Finding) for submittal to the DFG.
- Once the Final EIR is certified by the District's Board, file the NOD and the Certificate of Fee Exemption with the County Clerk's Office, and send a copy to the State Clearinghouse.

Public Meetings and Board Hearing (Optional)

As requested, ICF will assist the District with any public meetings related to the CEQA document and with preparation for and attendance at the Board Hearing. For this effort, ICF has included twenty (20) hours in our cost proposal. This task will not be initiated without authorization by the District.

Schedule

It is our understanding that the District needs the technical studies completed as soon as possible so that the type of CEQA document required can be identified. Based on our existing work on other high school projects, it is anticipated that technical studies (with the exception of the traffic study) could be completed within 4 weeks from issuance of the notice to proceed. As noted in the attached scope, it is estimated that the Traffic Study will likely take 3 weeks to complete.

Cost Estimate

This proposal is only to request authorization for Phase 1 of the environmental services under our existing Environmental Engineering Services Agreement with the District (PS-90-491-02). As a result, ICF is only requesting authorization to proceed with Tasks 1-3 Acoustical Analysis and 1-5 Manage Traffic Impact Analysis for a total authorization of $26,720. The tasks and cost estimate for Phase 1 are summarized in Table 1. We selected these tasks for Phase 1 because the traffic

impact analysis will take the most time to prepare and needs to be completed before the acoustical and air quality studies can be completed. We will request authorization for the remainder of the tasks under a separate notice to proceed.

Separate cost estimates for the preparation of an MND and an EIR, including the tasks for Phase 1, are attached as Tables 2 and 3 to this proposal. We have estimated a budget of $91,940 to complete the scope of work outlined for the MND; and we have estimated a budget of $134,250 to complete the scope of work outlined for the Focused EIR including the optional tasks for meetings and hearings.

All costs for Phase I will be billed as fixed fee in accordance with our Environmental Engineering Services Agreement contract with the District (PS-90-491-02). Further, in accordance with our Environmental Engineering Services Agreement with the District (PS-90-491-02), the cost estimate does not include direct costs for document production and filing notices beyond printing out one copy of screen check documents for District review. The cost of producing multiple hardcopies copies of the document, if requested by the District, would be added to the contract value based on a separate notice to proceed from the District.

Thank you for considering this proposal. If you have any questions or require additional information regarding this scope of work and cost estimate, please contact Jim Harry at (858) 444-3921.

Sincerely,

Erin Schorr

San Diego Branch Leader

Attachment: Cost Estimate

KOA Scope of Work

Table 1. O'Farrell Charter High School Phase 1

						Subcontractor				
Employee Name	Harry J	Pace E	Hardie J	Greene M						
Project Role	PM	CEQA	Noise	Noise						
Task *Labor Classification*	Sr Consult II	Assoc Consult III	Sr Consult I	Mng Consult	Subtotal	Traffic KOA	Subtotal	Labor Total	Direct Expenses	Total Price
Subtask 1-3: Acoustical Analysis	2		42	14	$7,540		$0	$7,540		
Subtask 1-5: Manage Traffic Impact Study	2	4			$680	$18,500	$18,500	$19,180		
Total hours	4	4	42	14						
ICF E&P 2012 Billing Rates	$130	$105	$120	$160						
Subtotals	$520	$420	$5,040	$2,240	$8,220	$18,500	$18,500	$26,720		
Mark up on all non-labor costs and subcontractors:									$0	
Direct expense subtotal									$0	
Total price										$26,720

Table 2. O'Farrell Charter High School MND

	Consulting Staff																Subcontractor					
Employee Name	Muto D	Harry J	Pace E	Hatcher S	McPeak M	Fischer K	Brashear D	Hardie J	Greene M	Cherry T	Rosen M	Yuen T	Zeisler A	Cherry K	Buttner C							
Project Role	Proj Dir	PM	CEQA	AQ/GHG	AQ/GHG	Ecology	Ecology	Noise	Noise	Lighting	Historical	Historical	Graphics	Editor	Admin							
Task / Labor Classification	Mng Consult	Sr Consult II	Assoc Consult III	Mng Consult	Assoc Consult III	Sr Consult II	Sr Consult I	Sr Consult I	Mng Consult	Sr Consult II	Mng Consult	Assoc Consult II	Assoc Consult III	Asst Consult	Admin Tech	Subtotal	Hazards N&M	Traffic KOA	Subtotal	Labor Total	Direct Expenses	Total Price
Task 1: Technical Studies																$0			$0	$0		
Subtask 1-1: Biological Resources Letter Report		1				4	4									$1,120			$0	$1,120		
Subtask 1-2: Hazardous Materials		2														$260	$2,000		$2,000	$2,260		
Subtask 1-3: Acoustical Analysis		2						52	74							$7,540			$0	$7,540		
Subtask 1-4: Air Quality and Greenhouse Gas/Climate Change		2		20	40											$7,260			$0	$7,260		
Subtask 1-5: Manage Traffic Impact Study		2	4													$680		$18,500	$18,500	$19,180		
Subtask 1-6: Photometric Study (Optional)		2								30						$4,160			$0	$4,160		
Subtask 1-7: Historical Resources		2									24	40				$7,900			$0	$7,900		
Task 2: Initial Study		2	8										4	6		$2,120			$0	$2,120		
Task 3-1a: Draft MND	2	30	40		10	16		24	8	24			4	32	4	$21,918			$0	$21,918		
Task 3-1b: Final MND and MMRP	1	32	20					8	4	8				32	4	$11,700			$0	$11,700		
Public Meetings and Board Hearing (Optional)	1	19							6							$3,930			$0	$3,930		
Total hours	4	196	72	20	50	20	4	74	34	62	24	40	8	72	8							
HDF E&P 2012 Billing Rates	$180	$130	$105	$145	$165	$130	$120	$120	$160	$130	$155	$55	$105	$75	$55							
Subtotals	$720	$12,480	$7,560	$2,800	$5,250	$2,600	$480	$8,880	$5,440	$8,060	$3,840	$3,800	$840	$5,400	$440	$88,690	$2,000	$18,500	$20,500	$89,090		
Mark up on all non-labor costs and subcontractors:	10%																				$2,050	
Direct expense subtotal																					$2,050	
Total price																						$91,140

Table 3. O'Farrell Charter High School EIR

	Consulting Staff																Subcontractor					
Employee Name	Scherr E	Harry J	Pace E	Hatcher S	McFate M	Fischer K	Erlendson D	Harris J	Greene M	Sherry T	Rosen M	Yates T	Zeisler A	Cherry K	Bulmer S							
Project Role	QA/QC	PM	CEQA	AQ/GHG	AQ/GHG	Biology	Biology	Noise	Noise	Lighting	Hazards	Historical	Graphics	Editor	Admin							
Task / Labor Classification	Proj Dir	Sr Consult II	Assoc Consult III	Mng Consult	Assoc Consult III	Sr Consult II	Sr Consult I	Sr Consult I	Mng Consult	Sr Consult II	Mng Consult	Assoc Consult II	Assoc Consult III	Asst Consult	Admin Tech	Subtotal	Hazards N&M	Traffic KOA	Subtotal	Labor Total	Direct Expenses	Total Price
Task 1: Technical Studies																$0			$0	$0		
Subtask 1-1: Biological Resources Letter Report		1				4	4									$1,130			$0	$1,130		
Subtask 1-2: Hazardous Materials		2														$250	$2,000		$2,000	$2,250		
Subtask 1-3: Acoustical Analysis		2						42	14							$7,540			$0	$7,540		
Subtask 1-4: Air Quality and Greenhouse Gas/Climate Change		2		20	40											$7,250			$0	$7,250		
Subtask 1-5: Manage Traffic Impact Study		2	4	0	0											$680		$18,500	$18,500	$19,180		
Subtask 1-6: Photometric Study		2								30						$4,190			$0	$4,190		
Subtask 1-7: Historical Resources		2									24	40				$7,900			$0	$7,900		
Task 2: Initial Study		2	8										4	8		$2,120			$0	$2,120		
Task 3-2a: Alternatives Development/NOP	2	24	48		2	16		24	8	8			4	32	4	$18,210			$0	$18,210		
Task 3-2b: Draft EIR	1	80	128					8	4	50			24	32	4	$36,420			$0	$36,420		
Task 3-2c: Final EIR, MMRP, Findings and SOC	1	48	80			2			8	24			2	32		$22,090			$0	$22,090		
Public Meetings and Board Hearing (Optional)	1	16							8							$3,930			$0	$3,930		
Total hours	5	186	292	20	42	22	4	74	42	112	24	40	34	104	8							
ICF EAP 2012 Billing Rates	$150	$130	$105	$140	$105	$193	$120	$120	$160	$130	$160	$95	$105	$75	$55							
Subtotals	$800	$24,180	$26,460	$2,800	$4,410	$2,850	$480	$8,880	$6,720	$14,560	$3,840	$3,800	$3,570	$7,800	$440	$111,700	$2,000	$18,500	$20,500	$132,200		
Mark up on all non-labor costs and subcontractors	10%																				$2,050	
Direct expense subtotal																					$2,050	
Total price																						$134,250

KOA CORPORATION
PLANNING & ENGINEERING

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San Diego, CA 92123
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www.koacorporation.com

September 14, 2012

Jim Harry
ICF INTERNATIONAL
9775 Businesspark Ave., Ste. 200
San Diego, CA 92131

SUBJECT: CHARTER HIGH SCHOOL TIS

Dear Mr. Harry:

Thank you for inviting KOA Corporation to submit this proposal to perform a traffic study for the Charter High School in the City of San Diego. KOA is one of the leading engineering and planning firms in Southern California. The firm has been providing consulting services to the government and private sectors for twenty years and on some of the largest projects in the region. The work that will be done for this project will be performed by experienced engineers and planners from our San Diego office who performed the previous study for this location and are familiar with the local environment, policies and regulations.

The proposed project is assumed to include around 600 students. For the purposes of this proposal, we have assumed that the study area will include up to **6** intersections, **4** driveways and **6** roadway segments. Additional locations are not included in this scope of work.

We estimate a 3 week schedule from the time we receive the approved scoping letter from the City of San Diego and traffic counts. The cost to perform this study and submit a first draft is not to exceed budget of **$18,500.00** lump sum. One written response to comments from the Lead Agency is included in this scope, however, revised analysis due to Lead Agency comments is not included in this scope of work, as we can not fully anticipate the amount of comments from the Lead Agency on the first screen check report. Any work required after submittal of our first screen check report to the Lead Agency that is out of scope will be billed on a time and materials basis using our standard fee schedule.

Sincerely,
KOA CORPORATION

Mujib Ahmed, PE.
Principal Engineer

Attachments: Scope of Work
Study Exclusions
Professional Fee Schedule

ATTACHMENT A
SCOPE OF WORK

KOA Corporation has prepared this scope of work for this circulation analysis

TASK 1 STUDY SCOPING

KOA will work with the Lead agency to confirm the study area, trip generation and project trips distribution for the proposed project.

TASK 2 DATA COLLECTION

This scope of work and cost estimate assumes that 24-hour machine counts will be required for up to 5 roadway segments. We expect that AM and PM peak hour turn volume data will be collected for 6 intersections. Additional study locations are not included in this scope of work.

TASK 3 CUMULATIVE PROJECT RESEARCH

KOA will work with the Lead agency to collect the relevant cumulative projects to be included in the analysis.

TASK 4 FIELD REVIEW

KOA will perform a field survey in the study area and at the study intersections. The field inventory will include striping and lane capacities at the study intersections, roadway geometry, type of traffic operations at intersections, signal timing and operations, surrounding land uses and other features. The status of the related projects in the study area will also be checked in the field.

TASK 5 TRIP GENERATION

KOA will calculate daily and peak hour trips for the project based on the accepted trip generation rates that are found in *City of san Diego Trip Generation Manual.* Other rates may be derived from the *ITE Trip Generation Manual, 8th Edition* where appropriate.

TASK 6 TRIP DISTRIBUTION / ASSIGNMENT

The project trip distribution and assignment will be discussed with the Agency to confirm the project trip distribution. A select zone analysis is not included in this scope of work.

TASK 7 ANALYSIS

The traffic analysis will follow the guidelines of the Lead agency. At each of the study locations listed in Task 2 above and for each of the traffic scenarios listed below KOA will perform:

Intersection analysis
Roadway segment analysis

Ramp meter analysis is not included (not assumed to be necessary at this time)
Freeway mainline (v/c only) analysis is not included (not assumed to be necessary at this time)
Queuing analysis is not included (not assumed to be necessary at this time); however, agencies do request this analysis occasionally and may recommend improvements based on this analysis. We recommend that the client be aware of this.
A CMP level analysis (HCM arterial analysis) is not included in this scope of work.

Scenarios to be included in the study:

Existing conditions
Existing conditions With project
Near-term conditions without project
Near-term conditions with project
Horizon year conditions without project
Horizon year conditions with project

Phases to be included in the study:

No project phasing is assumed

Alternatives to be included in the study:

Two alternatives are assumed in this proposal

TASK 8 SITE CIRCULATION AND ACCESS

KOA will comment on and, if appropriate, make recommendations for changes to traffic circulation elements of the preliminary/conceptual design, including the location, ingress and egress from parking lots and traffic circulation within the project site. KOA will provide comment on traffic queues and determine the need for left turn pockets, right turn pockets and acceleration/deceleration lanes as necessary.

TASK 9 SIGHT DISTANCE

Sight distance analysis is assumed not to be necessary for the project and is not included in this scope of work.

TASK 10 GREENHOUSE GAS ANALYSIS

Recent legislation requires the analysis of greenhouse gases. This is an emerging analysis. For the purposes of this proposal we assume that an air quality specialist does not require any trip length or VMT data from KOA.

TASK 11 MITIGATION

Any significant impact of the project to study roadway segments or intersections will have to be mitigated to a level of insignificance as defined by the Lead agency. KOA will develop potential mitigation measures to address

project impacts, if necessary. These mitigation measures are based on planning level evaluation. Conceptual designs and cost estimates are not included in this scope of work.

TASK 12 DELIVERABLES

KOA will produce draft and final traffic impact report including, where appropriate, maps showing the study area, study roadway segments and intersections and locations of the cumulative projects. There will also be, where appropriate, illustrations showing peak hour turning movement volumes at the study intersections for each scenario, trip distribution percentages and any figures that may be required or pertinent in the report. All relevant assumptions, calculations and results of the traffic analyses will be documented with appropriate tables and graphics. The report will discuss the analysis and methodology used in the study. The report will also present the impacts of the project and summarize mitigation measures and recommendations. Three (3) copies of the report are accounted for in this proposal.

TASK 13 MEETINGS

Up to **twenty hours** are allocated for response to comments, team meetings, coordination and/or Public hearing attendance.

ATTACHMENT B
STUDY EXCLUSIONS

These exclusions describe the situations that most frequently result in the need for extra work and additional compensation when a basic traffic study is being prepared.

The proposed scope of work and fee does not include any public hearing or meeting attendance, except as specifically indicated in the Scope of Work. Attendance at additional meetings is billed hourly, with a four-hour minimum for night meetings.

If the project site plan, size or phasing should change after the project is initiated, or if traffic studies are required at additional locations, it may be necessary to revise the study extensively, and renegotiate the proposed budget.

The proposed fee does not include any costs or fees charged by any public agency for its review of traffic modeling services, additional, or new traffic model runs by the Agency. The project applicant will pay these directly to the agency unless arrangements are made with KOA Corporation.

The traffic study will be based upon timely traffic information. It needs to be submitted to the City for initial processing within 60 days following preparation, or City requirements and data needs may change. Also, if the project schedule becomes extended for any reason, City requirements may also change, which may require a change in the fee for the study.

The proposed scope of services and fee does not include study of traffic conditions at any location except as specifically outlined in the scope of services. This excludes traffic studies at any nearby intersections or driveways that might be affected by project traffic.

A complete traffic assessment will be provided within the scope of services meeting the approval of the City. We will endeavor to justify the needs and requirements of your facility; however, we cannot guarantee that the City will approve any project, permit, or proposal. If the traffic study is completed to the satisfaction of the City, but if the City does not approve the proposed project, any earned fees due to KOA will still be fully payable.

KOA reserves the right to ask for extra work fees if the City comments exceed what is reasonable. Unreasonable comments, include (but are not limited to) any traffic data collection, cumulative/discretionary project research, analysis, or surveys at any locations except as specified in our proposal, added meetings, excessive surveys and qualifications of said surveys, gratuitous delays in processing study or report, and unwillingness to work with Client and/or Consultant in reaching a consensus of comments.

Work not identified in the scope of services above is considered excluded but may be performed if a cost increase is approved.

ATTACHMENT C
PROFESSIONAL FEE SCHEDULE *
EFFECTIVE MAY 17, 2007

FULL LABOR RATES	PER HOUR
PRINCIPAL	$220.00
SENIOR ENGINEER / PLANNER	$180.00
ASSOCIATE ENGINEER / PLANNER	$140.00
ASSISTANT ENGINEER / PLANNER	$110.00
SENIOR DESIGNER	$140.00
DESIGNER	$110.00
CADD OPERATOR	$ 90.00
TECHNICIAN	$ 75.00
ADMINISTRATIVE ASSISTANT	$ 65.00

EXPENSES

* NOTE – WE BILL PERIODICALLY FOR SERVICES RENDERED. FROM TIME-TO-TIME, WE MAY ADJUST OUR SCHEDULE OF FEES TO REFLECT CURRENT CONDITIONS. HOWEVER, ANY SUCH CHANGE WILL NOT AFFECT THE CONTRACT MAXIMUM FEE WITHOUT PRIOR AUTHORIZATION.

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: October 8, 2012
Action Item 2

RECOMMENDATION: Adopt the Student Search and Seizure by School Officials--Board Policy #5003

BACKGROUND INFORMATION:

Effective July 1, 2010, O'Farrell Community School became a 501(c)(3) non-profit organization. Our Board of Directors will continually add new Board Policies as the need arises.

CURRENT INFORMATION:

The Board of Directors requires that discretion, good judgment and common sense be exercised in all cases of search and seizure. This policy will outline administrative procedures for governing school officials conducting searches of student's person, locker, desk, car, etc., for dangerous weapons, stolen property, contraband, drugs, or alcohol; and seizure of such on school property.

ADDITIONAL INFORMATION:

See attached policy.

The O'Farrell Charter School

BOARD POLICY

Student Search and Seizure
#5001

Category: Support Services, Security Program

Subject: Searches and Seizures by School Officials

A. PURPOSE AND SCOPE

1. To outline administrative procedures governing school official conducting searches of student's person, locker, desk, car, etc for dangerous weapons, stolen property, contraband, drugs, alcohol, or other suspicious items; and seizure of such on school property.

B. LEGAL AND POLICY BASIS

1. **Reference**: Education Code, Section 49050

2. California Code of Regulations charges school officials with the "moral condition" of their school and specifically charges them to eliminate "gambling, immorality, profanity and the use of possession of tobacco, intoxicating liquor, narcotics or other hallucinogenic or dangerous drugs, or substances." School officials such as administrators and teachers act as representatives of the State, and are, therefore, governed by the Fourth Amendment to the United States Constitution which precludes unreasonable searches and seizures. It is necessary that the search be within the scope of the school administrator's duties and that the action taken be reasonable before a court will uphold the search. Also, an unreasonable search may lead to a lawsuit seeing damages for civil rights violations.

C. GENERAL

1. **Originating Office** - Suggestions or questions concerning this procedure should be directed to the office of the Executive Director or the Board of Directors.

2. **Legality of Searches by School Officials** - A school official may conduct a student search under the following conditions. (For purposes of this section a school official means a site administrator, a teacher, campus supervision/security, a police officer, or a school employee acting under the direction of the site administrator, a teacher or a police officer, such as campus supervision/security.)

a. A test of the legality of a school search is whether there are reasonable grounds for suspecting that the search will turn up evidence that the student has violated or is violating either the law or the rules of the school.

   A search must be based on information that would lead the school official to believe that property, discipline, health or safety of students or staff is threatened. If such information is received a search may be conducted of the student's person (pockets, billfolds, purses, backpacks, socks, shoes, hats, glass cases, etc.), locker, desk, automobile, etc.

   This authority is generally exercised to determine if a student is harboring dangerous weapons, stolen property, contraband, drugs or alcohol.

b. Reasonableness of the search will depend on reliability of the information upon which the need is based, seriousness of the offense suspected, and the urgency of the situation. Often, information is provided by another student; the school official must assess reliability of the student giving the information, degree of danger to others, and immediacy of the need for a search.

c. The scope of the search should not be excessively intrusive in light of the age and the sex of the student and the nature of the infraction.

d. Searches by non-peace officer staff which involve the removing or arranging any or all of the clothing of a pupil to permit a visual inspection of the underclothing, breast, buttocks or genitalia of the pupil are prohibited by the California Education Code.

3. **Rules Related to Conduct of Searches**

   a. When lockers are assigned to students, students shall be made aware of the need for both regular and emergency inspections and/or searches.

   b. Whenever possible, an adult witness shall be present when a search is believed necessary..

   c. Whenever possible, the student shall be present if his/her locker or automobile is being searched. Caution should be exercised in the search of a student's vehicle. If the student is present, it may be searched when there is reasonable cause to believe that the vehicle contains contraband, or anything which may endanger the health and welfare of other persons. A search of an unlocked student vehicle in the absence of the student should be conducted only in emergency situations (i.e., cases of serious and immediate danger to health and welfare and/or property.)

d. Contact the police department or other professional help, if there is doubt as to the nature of the contents found.

e. To minimize embarrassment to the student being searched, searches of students shall be conducted out of the presence of other students.

f. Document (or keep records) on the basis for the search.

4. **Contracts for Dog Sniff Searches**

a. O'Farrell may contract with a vendor that offers random dog sniff searches on school grounds for the high school grades (9-12), provided the vendor is trained and qualified to provide such service and has a history of successfully providing those services.

b. Any contract with a vendor for such services must be processed by the school office for review and approval and must then be submitted to the Board of Directors for approval.

c. Any contract for random dog sniff searches must require the following limitations be adhered to:

i. Dog sniff searches may be performed on student lockers, unattended automobiles in school parking lots and empty classrooms when students have voluntarily left the classroom and have voluntarily left personal belongings in the classroom.

ii. Dog sniff searches may not be performed on the person of a student, on backpacks, purses or other personal items on a student's person; and students cannot be directed to leave a classroom and leave their personal belongings in the classroom for a dog sniff search.

d. Prior to seeking approval to contact with a dog sniff search vendor, the school must have informed school students and parents of the proposed use of the vendor and must have provided an opportunity for submission of comments on the proposal. A summary of the comments and responses must be included in the application for approval of the vendor agreement.

e. Once a vendor agreement has been approved, and prior to its implementation, notice must be given to students and parents of the proposed use and extent of use, of the dog sniff searches.

Board Approval Date: October 8, 2012

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: October 8, 2012
Action Item 3

RECOMMENDATION: Approve the purchase of additional commercial play equipment for the new elementary expansion to Pacific Play Systems, Inc. in the amount not to exceed $31,500

BACKGROUND INFORMATION:

On June 13, 2011, the Board of Directors approved the elementary K-5 expansion. With this expansion, came the need of a playground.

On December 6, 2011, the Board of Directors approved the purchase of commercial play equipment for the new elementary expansion for $43,485.

CURRENT INFORMATION:

Because of the safety concern due to the large number of students using the existing play-structure, we are requesting the purchase of and additional structure which will be placed in a dirt area over in the P.E. area. The equipment will be used by the fourth and fifth grade students. Staying with the same manufacture as the previous model allows for a more scheduled maintenance prevention program. Executive Director has negotiated for a base-line price.

PURCHASE CONTRACT

Customer
O'Farrell School 6130 Skyline Drive San Diego, CA 92114-5620

Project	Option 1
Date	9/21/2012
Terms	See Note
Valid for	30 Days

www.pacificplayinc.com

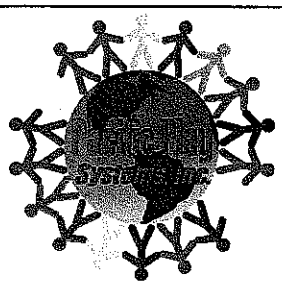
Description	Qty	Rate	Total
Note: The Playcraft equipment proposed here meets or exceeds the San Diego USD, state and national commercial playground equipment design and safety guidelines per ASTM F1487-01 & USCPSC publication for playground equipment designed for public use. Playcraft products are IPMEMA Certified for compliance to ASTM F1487-01. IPEMA, the International Playground Equipment Manufacturers Association, provides 3rd party Product Certification services for U.S. and Canadian public playground equipment.			
Playcraft Custom Hybrid Play Structure PR#CC377D, 5" OD Posts, 5-12 age-group	1	21,950.00	21,950.00T
Playcraft Parallel Bars, catalog page 175	1	398.00	398.00T
Special VIP Customer Discount, Void if not accepted within 10 days		-6,588.16	-6,588.16
Sub-total			15,759.84
Freight & delivery costs for equipment	1	940.15	940.15
Remove approx. 100 cubic yards of fill (excavate down 12") and dispose (spread) on school property	1	2,750.00	2,750.00
Installation labor, playground equipment with in-ground conc. footings	1	5,900.00	5,900.00
Engineered Wood Fibers resilient surfacing, Play Soft or equal, cost per cubic yard	100	29.50	2,950.00T
Freight & delivery costs for wood fibers	100	10.00	1,000.00
Blown in Installation labor, wood fibers	100	7.50	750.00
TERMS & CONDITIONS 1. Payments Terms are: 50% deposit W/order, balance due upon delivery of equipment to job site.			
PRICE MATCH GUARANTEE: We guarantee to beat any company's price based on an equal layout, quality & scope.			
OPTIONS: 1. For filter fabric, add $400 2. To upgrade to PR#CC377C (Structure with Shade Sails): Add $3,000			
EXCLUSIONS: This Contract only covers the cost of products and/or services that are clearly outlined here. All other products and/or services that are not clearly outlined are excluded. Exclusions include, but are not limited to: Cost of Options, any of the following services (unless clearly noted in this Contract): installation, site work (demo, hauling, grading, drains, drainage, curbing, border, sidewalks, etc.), striping, safety surfacing, site materials, site furnishings (shade, benches, picnic tables, etc.), receiving and unloading of equipment (unless installation is included), obtaining permits and anything else that is not clearly outlined.			
Other exclusions include dealing with unforeseen conditions and any repairs needed as a result of those changes. Cost of dealing with unforeseen conditions shall become extra at the rate of Company's out of pocket cost plus 20%. Unforeseen conditions include, but are not limited to, dealing with underground utilities found during excavation, boulders, rocks, existing footings found during installation (if demo & hauling was excluded), any factors and/or conditions that adversely affect the cost of the project which are not disclosed by Customer prior to the signing of this Contract. Customer shall mark, cap and/or relocate all underground utilities/irrigation that are located in the work area, prior to the start of project. Company shall not be responsible for damage to utilities, irrigation, landscaping, etc. which are not clearly marked or marked incorrectly.			
We are pleased to submit this Contract for your approval. To order, sign & return to us. Thanks!		**Total**	

PACIFIC PLAY SYSTEMS, INC. 3226 Grey Hawk Court, Carlsbad, CA 92010 - Phone 760-599-7355 - Fax 760-599-7385

PURCHASE CONTRACT

Customer
O'Farrell School 6130 Skyline Drive San Diego, CA 92114-5620

Project	Option 1
Date	9/21/2012
Terms	See Note
Valid for	30 Days



www.pacificplayinc.com

Description	Qty	Rate	Total
DEFINITIONS AND TERMINOLOGY: AGREEMENT, CONTRACT, PURCHASE CONTRACT shall all have the same meaning as CONTRACT: This Contract is executed between Pacific Play Systems, Inc., a California corporation, hereafter referred to as Company, and Customer, identified in the Customer section (upper left hand corner) of this Contract. Either Customer or Company may be referred to as Party, together as Parties. The purpose of this Agreement is for Company to provide Customer with products and/or services as outlined in this Contract in exchange for the sum of money outlined. TERMS: Refer to Payment Terms as described in this Contract. All balances are due upon completion of our portion of work. All past due invoices are subject to an annual interest rate of 18%. EXCLUSIONS: Products and/or services that are not included in Scope of Work. SCOPE OF WORK: All Products (equipment & materials) and/or services (labor, freight, etc.) that are included in the Scope of Work. PRODUCTS: Consists of equipment (play equipment, fitness/sports equipment, etc.), site furnishings (benches, picnic tables, trash receptacles, shade structures, etc.) materials (sand, wood fibers, tile/PIP, etc.). SERVICES: Scope of services includes, demo, hauling, grading, labor (installation, repairs, etc.), consultation, planning, design, freight, etc. SUB-CONTRACTORS: Company reserves the right to sub-contract the labor portion of project (demo, hauling, grading, flatworks, installation, etc.) without prior consent from the Customer as long as sub-contractors used are properly licensed and have proper levels of insurance necessary to do the work. LEAD TIME: Standard lead time for playground equipment is 5-6 weeks (6-8 weeks during summer months) AFTER receipt of the deposit. This does not include time needed for shipping, installation. Lead time may vary for different products or projects. OWNERSHIP: Once products are delivered to the Customer's premises, it is considered delivered and Customer shall become responsible for its security. INSURANCE: Company agrees to continue to carry the following insurance limits during the course of project: $1,000,000 in Liability insurance, $1,000,0000 in Workers Compensation, $1,000,000 Commercial Auto Insurance. Proof of insurance shall be provided by Company upon request by Customer. WARRANTY: Product (equipment & materials) warranties are provided by manufacturer of each product . Company shall provide copies of product warranties to Customer upon request. Company shall warrant all Labor provided (if included in the Scope of Work) for a period of one year from the date of completion. RETURNS: Products associated with this Contract are custom and NO Returns are permitted under this Contract, unless agreed to in writing by Company.			
We are pleased to submit this Contract for your approval. To order, sign & return to us. Thanks!	**Total**		

PACIFIC PLAY SYSTEMS, INC. 3226 Grey Hawk Court, Carlsbad, CA 92010 - Phone 760-599-7355 - Fax 760-599-7385

PURCHASE CONTRACT

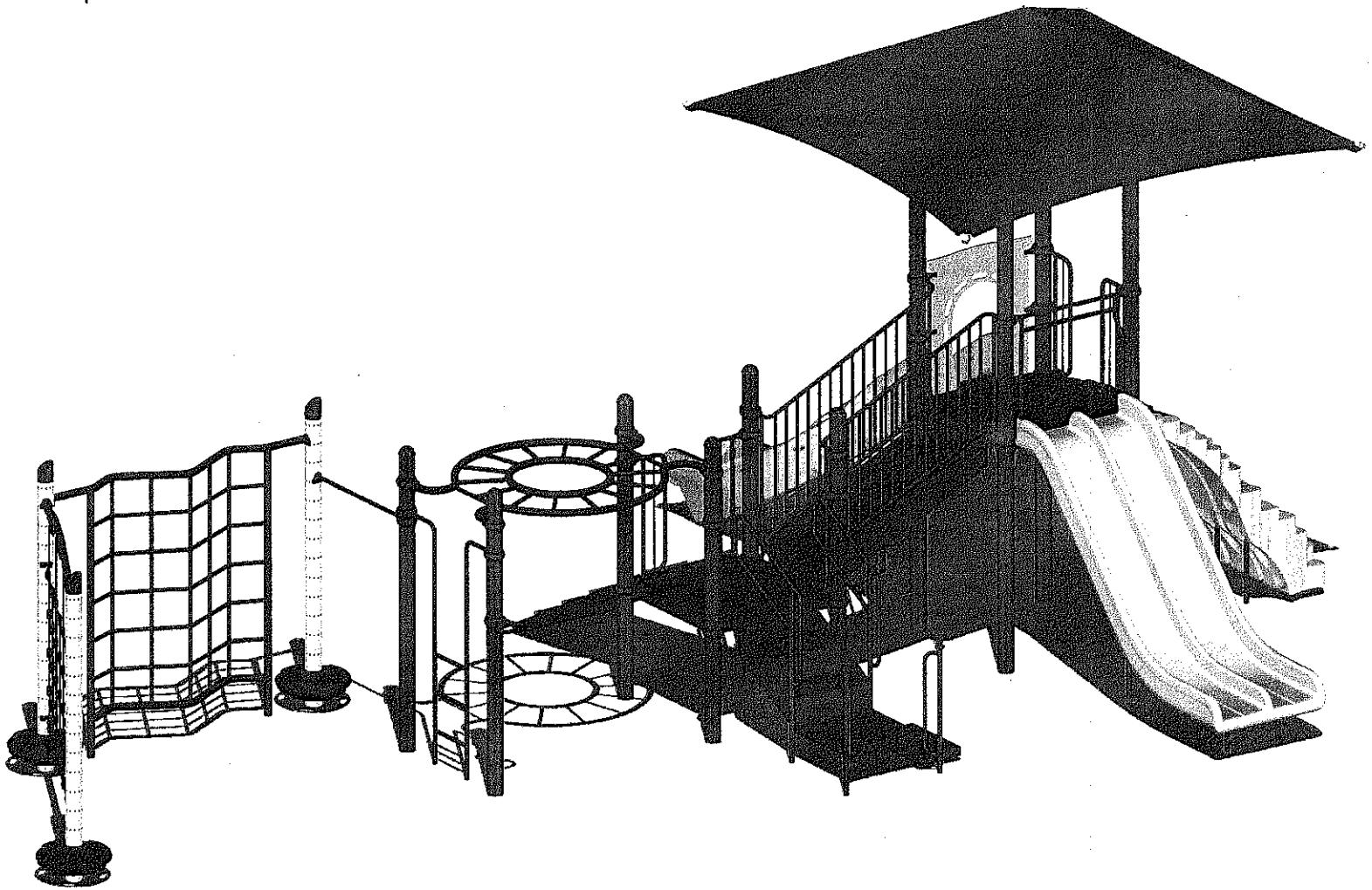
Customer
O'Farrell School 6130 Skyline Drive San Diego, CA 92114-5620

Project	Option 1
Date	9/21/2012
Terms	See Note
Valid for	30 Days

www.pacificplayinc.com

Description	Qty	Rate	Total
TERMINATION: This Contract shall not be terminated by either party without material cause. Company may terminate this Contract with Customer for lack of payment and for other material breach, if not cured within 10 days of receipt of a written notice. If this Contract is terminated by any party for any reason, Customer shall remain liable for the cost of products ordered and services rendered. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related in any way to the subject matter hereof. SUCCESSION & ASSIGNMENT: This Contract shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. A Party may not assign either this Contract or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party. Customer shall not assign this Purchase Contract to 3rd party implementation agencies such as property management companies, contract compliance agencies, etc. without the prior written consent of Company. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the domestic laws of the State of CA without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of CA. Jurisdiction shall be County of San Diego. SEVERABILITY: Any term or provision of this Contract that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. ATTORNEY'S FEES & EXPENSES: In any dispute under this Contract, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees and costs of suit, including any fees and costs incurred in preparation of such suit. If timely payments are not made by Customer & collection becomes necessary, Company shall be entitled to collecting interest & all reasonable costs incurred to the extent allowed by law. We are pleased to submit this Purchase Contract for your review and approval. To accept, please sign and return a copy to us. By signing below, you (the Customer) acknowledge that you are entering into a binding Contract with the Company for the products and/or services outlined in this Contract and hereby agree to its Terms and Conditions. All payments are due per terms outlined. Past due balances are subject to an annual interest rate of 18%. If payments are not received on time and collection becomes necessary, the prevailing party shall be entitled to costs incurred plus attorney fees to the extent allowed by the applicable laws. Date accepted: _____ Signature: _____ Accepted by: _____ Pacific Play Systems, Inc. Authorized by: Ali Bemanian Contractors License #957776, Classifications: A, B, C61-D12, C61-D-34 Sales Tax, San Diego County		7.75%	1,450.01
We are pleased to submit this Contract for your approval. To order, sign & return to us. Thanks!	**Total**		$31500.00

CUSTOM ROUND 5 HYBRID MODULAR PLAYSYSTEM
Front Perspective



PR#: CC377D
Date: 09/21/12
Drawn By: SMB

O'FARREL CHARTER SCHOOL
Pacific Play Systems, Inc.

PLAYCRAFT SYSTEMS
123 NORTH VALLEY DRIVE
GRANTS PASS, OR 97526
PH: 541-955-9199
FAX: 541-955-6130
www.playcraftsystems.com

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: October 8, 2012
Action Item 4

RECOMMENDATION: Award the purchase of the 2013 Fleet/Non-Retail Chevrolet Express Passenger Van to Courtesy Chevrolet in the amount not to exceed $26,192.64.

BACKGROUND INFORMATION:

The O'Farrell Charter School is becoming more reliant on transportation as we begin to participate in a wider range of school related activities. The school van will be able to transport students in areas such as track, soccer, basketball, along with providing transportation to academic events. The van will also provide a more secure option for liability purposes. All drivers, mainly coaches and/or family leaders, will be required to carry insurance and the van will be insured under O'Farrell's name.

CURRENT INFORMATION:

Courtesy Chevrolet	**$26,192.64**
City Chevrolet	$26,307.00
El Cajon Ford	$33,117.95

ADDITIONAL INFORMATION:

This van will be purchased out of the General Fund.

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: October 8, 2012
Action Item 5

RECOMMENDATION: Approve the overall IBI Architects architectural contract to not exceed $549,524, instead of the $476,000 as originally awarded on September 10, 2012.

BACKGROUND INFORMATION:

On September 10, 2012, the Board of Directors awarded the overall architectural contract to IBI Architects in the amount not to exceed $476,000.

CURRENT INFORMATION:

There was a calculation error made on IBI's part. Executive Director had extensive discussions with both Gafcon and IBI group concerning the error. Executive Director went back to original bid and calculation error was present on original proposal. The overall percent of architectural fee is still in-line or lower than similar projects at same costs.

ADDITIONAL INFORMATION:

The Executive Director will have the latitude within the contract to cease work at any time, but more specifically at each discrete phase, thus limiting OCS exposure should the project be delayed or cancelled.

See attached contract agreement.

O'FARRELL COMMUNITY SCHOOL

CONTRACT AGREEMENT FOR ARCHITECTURAL SERVICES

THIS CONTRACT AGREEMENT hereinafter referred to as "Agreement," is entered into this 20th day of September, 2012, between The O'Farrell Community School, of San Diego County, California, hereinafter referred to as "Client," and IBI Group, an architectural firm which employs licensed Architects to practice in the State of California, hereinafter called "Architect." Client and Architect are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

WHEREAS, Client intends to construct a new high school for 480 students, pursuant to the project delivery method of their choice. The professional construction management firm (TBD) may be retained by Client, at their sole discretion and would be responsible for all construction management duties for Project, and is hereinafter referred to as the "CM," and the professional firm of Gafcon has been retained for program management duties for Client, and is hereinafter referred to as the "PM." At its sole discretion, the Client may elect to utilize a Lease-Lease Back project delivery method.

WHEREAS, the Project is located in San Diego California, and the Project's description is attached hereto as Exhibit "A" and incorporated herein by this reference.

WHEREAS, Client requires the services of a duly qualified and licensed architect to perform the services required by this Agreement, and

WHEREAS, Architect represents that it is aware of Client's plans with regard to Project and employs architects who are fully licensed, qualified and willing to perform the services required by this Agreement; provided, however, that if Architect is a corporation or other organization, Project Architect designated pursuant to Article 1, and not Architect itself, shall be fully licensed to practice as an architect in the State of California; and

WHEREAS, Architect understands that Client has $3 million for all hard and soft costs for Phase 1of the school and $10 million overall; and

WHEREAS, Architect has prepared conceptual exhibits utilizing modular construction that can produce the new high school within that budget; and

WHEREAS, the following terms used hereinafter have the following meanings:

A) "Client" refers to The O'Farrell Community School, and its governing board, staff, and authorized representatives.

B) "Client Representative" refers to the position of Executive Director or Client's preferred representative.

C) "Architect" refers to the professional architectural firm of IBI Group responsible for architectural duties for the project.

D) "CM" refers to the professional construction management firm of TBD that will be responsible for all construction management duties for Project.

E) "PM" refers to the professional program management firm Gafcon that will be responsible for all program management duties for the Projects.

F) "Preliminary Construction Budget" refers to the budgetary amount to which the Architect is tasked with designing Project to in order that at bid time the sum of the bids (including general conditions) equals to or is less than this amount. If at any time before the completion and acceptance by Client of the Design Development Phase, Client elects to change this amount, by definition the revised budget becomes the new Preliminary Construction Budget. With the commencement of the Construction Documents phase of design, the Preliminary Construction Budget becomes the Target Construction Budget, if otherwise, is left unadjusted at the time of the commencement of the Construction Document phase of design.

G) "Target Construction Budget" refers to the budgetary amount to which Architect is tasked with designing Project in order that at bid time the bid amount (including general conditions) is equal to or is less than this amount. The Preliminary Construction Budget becomes the Target Construction Budget at the commencement of the Construction Document phase of design of Project, if at any time during the prior phases Client has elected not to change this budgetary amount.

H) "Project Inspector" refers the Inspector of Record for Project.

I) "DSA" refers to the Division of the State Architect.

J) "OPSC" refers to the Office of Public School Construction.

K) "CDE" refers to the California Department of Education.

L) "SAB" refers to the State Allocation Board.

M) "Basic Services" refers to Architectural, Mechanical, Electrical, Plumbing, Structural, Civil (on site), Information Technology, Public Address, Fire Life Safety, Security, Landscape, Lighting and Cost Estimating consultants. Basic Services also includes incorporation of Design Standards, Technology Standards, and Security Standards (if available) into each project developed by separate consultants or Client.

N) "Specialty Consultants" refers to other Project consultants not addressed in item M above.

O) "As-Built Drawings and Specifications" refers to all mark ups (revisions) on bid sets of plans and specifications, for use by Architect in preparing the final "Record Drawings and Specifications."

P) "Record Drawings and Specifications" refers to the work product that Architect is responsible for preparing on behalf of Client.

Q) "Adaptive Reuse of Plans" refers to the circumstance whereby Architect is proposing a design solution which encompasses the reuse of a set of plans that have already been designed by Architect and its sub-consultants related to the execution of a K-12 solution for another Client. Adaptive Reuse of Plans envisions the modification of an existing set of completed plans for adaptability to the new site, including applicable code upgrades, in order to obtain approval from all regulatory agencies.

R) "Modified Adaptive Reuse of Plans" refers to the circumstance whereby Architect is proposing a design solution which encompasses the reuse of a set of plans that have already been designed by Architect and its sub-consultants related to the execution of a K-12 solution for another Client. Modified Adaptive Reuse of Plans envisions programmatic changes within the interiors of the structure and other aesthetics changes, but does not anticipate major structural, mechanical, electrical modifications to the existing plans. Similarly, the modification of the existing set of completed plans will require changes for adaptability to the new site, including applicable code upgrades, in order to obtain approval from all regulatory agencies.

S) "Cost of Construction" refers to the sum of all general contractor contracts (if applicable); or the sum of all trade contractor contracts, plus all approved change orders to each of the respective contracts including general conditions.

NOW, THEREFORE, Parties hereto mutually agree as follows:

AGREEMENT

Article 1. Employment of Architect. Client hereby employs Architect pursuant to Government Code Section 53060 to perform the necessary professional services in connection with the above-described Project. Architect shall name a specific person as Project Architect, subject to approval of the Client. Architect shall be responsible for submitting licensed architects on each project subject to acceptance by the Executive Director (or his designee). Project Architect shall maintain personal oversight of Project, shall have full authority to represent and act on behalf of Architect for all purposes under this Agreement, and shall act as principal contact with Client, the CM and/or PM (as applicable), the contractor (as applicable), Architect's consultants,

engineers and inspectors on Project. Any change by Architect of the Project Architect shall be subject to the prior written approval by the Client, which shall not be unreasonably withheld. The new Project Architect shall be of at least equal competence as the prior Project Architect. In the event the Client and Architect cannot agree as to the substitution of a new Project Architect, the Client shall be entitled to terminate this Agreement.

Article 2. Architect's Services. Architect hereby accepts said employment and agrees to perform all the necessary professional architectural, engineering and construction administration services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform Services in the same discipline in the State of California, and shall be fully responsible to the Client for any damages to the Client and delays to Project as specified in the indemnification provision of this Agreement. Architect represents and maintains that it is skilled in the professional calling necessary to perform Services. Architect employees, architects, engineers, experts and other consultants shall have sufficient skill and expertise to perform Services assigned to them. Finally, Architect represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform Services assigned or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

Services for this Project are described in detail in Exhibit "B" attached hereto and incorporated herein by this reference. Services are broken into the following phases, Planning, Design, Procurement, and Construction. Any other services shall be provided by The Client or be considered Additional Services if assigned to Architect. The standards under which Services shall be provided include, but are not limited to, the following:

a) Communication with the Client. Participation in required consultations and conferences with authorized representatives of the Client and/or other local, regional, State or Federal agencies concerned with Project necessary for the development of the drawings, specifications, budgets, and documents in accordance with the applicable standards and requirements of law and the Client. Such consultations and conferences shall continue through the programming/planning and construction and close out phases of Project up to sixty (60) days following the Notice of Completion. Representative for these Project(s) shall be Jonathan Dean ("Client Representative"). Architect shall only take direction from Client Representative, or his designee, and may rely on that staff direction specifically authorized by Client. However, all contract or amendment documents require the signature approval of Client Representative or his/her Client employee authorized designee. Client hereby certifies that Client Representative has been duly authorized by the Governing Board of Client to represent Client on Project. If for any reason Client must designate a new Client Representative, it shall provide Architect with a ten (10) day written notice pursuant to the Notice provisions contained in this Agreement.

b) Preliminary Construction Budget. Architect has reviewed with Client the preliminary program and funds available for Project and with Client established a Preliminary Construction Budget ("Preliminary Construction Budget") for Project as follows:

Amount(s)	Project(s)
$9,122,077	New High School – 480 Students

Preliminary Construction Budget was established from the funds available for the Projects. Preliminary Construction Budget represents the budgetary amount to cover all construction costs, including a contingency amount to cover potential change orders during the construction phase. After consultation with staff, Architect will use its professional expertise in determining the balance between the type and quality of construction within industry standards for Project facilities and the need to achieve a satisfactory design solution within the budget limitations. Cost of Construction shall be as defined in Recital R above. Cost of the Construction work shall not include the following: (1) compensation paid to Architect, Architect's consultants or other consultants hired by Client; (3) the costs of furnishings, equipment or other articles furnished by Client for Project; (4) testing and inspection fees; (5) reimbursable costs as outlined in this Agreement or any other agreement for Project, with the exception of general conditions related to a CM Multiple Prime project delivery method or Lease/Lease Back project delivery method (if applicable); and (6) other costs which are the responsibility of Client, including those provided for in Article 3.

c) Hiring of Consultants and Personnel.

(i) After consultation and review with Client Representative, Architect shall, unless given written objection by Client, employ, at its expense architects, engineers, or other persons, qualified and licensed, to render Services in connection with the planning and/or administration of Project, and to delegate to them such duties as it may delegate without relieving itself from administrative or responsibility under this Agreement. Architect shall be responsible for the complete coordination and cooperation of Architect's consultants and their respective plans and work product. Architect shall notify Client of the identity of all consultants prior to their commencement of work.

(ii) All engineers, experts and consultants retained by Architect in performance of this Agreement shall be licensed in accordance with the laws of the State of California to practice in their respective professions, as required by law.

(iii) Engineers and consultants hired by Architect shall be required to provide to Client evidence of a policy of professional liability or project insurance in such amounts as set forth on Exhibit "C" attached hereto and incorporated herein by reference, and meeting the same requirements set forth in Article 12 hereof. All insurance required herein shall be with an insurance carrier reasonably satisfactory to Client. This insurance requirement may be waived at the discretion of Parties in such

cases in which the consultant's work does not justify high premiums. Any such waiver shall be indicated on Exhibit "C" hereto.

(iv) Draftsmen and other clerical personnel shall be retained by Architect at Architect's sole expense.

(v) In addition to the Project Architect, Architect has represented to Client that certain additional key personnel, engineers and consultants will perform Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Architect may substitute others of at least equal competence upon written approval of Client. In the event that Client and Architect cannot agree as to the substitution of key personnel, engineers or consultants, Client shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform Services in a manner acceptable to Client, or who are determined by Client to be uncooperative, incompetent, a threat to the adequate or timely completion of Project or a threat to the safety of persons or property, shall be promptly removed from Project by Architect if, after receiving written notice from Client outlining its concerns, Architect is unable to address Client's concerns to its reasonable satisfaction. The key additional personnel, engineers and consultants for performance of this Agreement are identified in Exhibit "J" attached hereto and incorporated herein by reference.

d) Building Permits and Conformity to Legal Requirements.

(i) Architect shall work with Client to identify all governmental or quasi-government agencies having jurisdiction over construction of Project. Architect shall prepare all drawings and specifications in accordance with all applicable requirements of law, local, regional, and State, and in accordance with all requirements brought to the attention of Architect by Client or any public authorities and bodies formed under local, regional, State, or federal law, including, but not limited to, the DSA (structural safety, fire/life safety, and access compliance section), the CDE, local or regional planning agencies, the California Environmental Quality Act, California Department of Transportation, U.S. Fish and Wildlife Service, and the California Department of Fish and Game which are in effect as of the time that the drawings and specifications are submitted for the issuance of required permits and other governmental approvals , and shall cause the necessary copies of such drawings and specifications to be filed, in such written or computerized format as may be required with these bodies for approval in accordance with paragraph (d)(ii) of this Article.

(ii) Architect will meet its professional standard of care to interpret all applicable federal, state and local laws, rules and regulations which are in effect at the time Services are performed and with respect to access, including those of the Americans with Disabilities Act ("ADA"). Architect shall inform Client of the

existence of inconsistencies of which it is aware or reasonably should be aware between current federal and state accessibility laws, rules and regulations in effect prior to the filing of Notice of Completion, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide Client with its interpretation of such inconsistencies and conflicting interpretations. Architect's obligation to disclose such inconsistencies and conflicting interpretations shall be limited to those inconsistencies and conflicting interpretations commonly known by architectural firms exercising ordinary professional care in reviewing and analyzing applicable federal and state accessibility laws, rules and regulations. Unless Architect brings such inconsistencies and conflicting interpretations to the attention of Client and requests Client's direction on how to proceed, Architect's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Architect, and Architect shall correct all plans, specifications and other documents prepared for Project at no additional cost if its interpretations are shown to be inconsistent with interpretations made by architectural firms exercising ordinary professional care in reviewing and analyzing applicable federal and state accessibility laws, rules and regulations. If Architect brings such inconsistencies and conflicting interpretations to the attention of Client and requests Client's direction on how to proceed, Architect's only responsibility to Client shall be pursuant to the indemnification provision of this Agreement. Client acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that Architect cannot warrant or guarantee that its interpretation will be correct. Architect will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

e) Laws and Regulations. In accordance with usual and customary professional standards and practices, Architect shall keep itself informed of applicable local, state and federal laws, rules and regulations affecting the performance of Services and the design of Project and shall give all notices required of Architect by law. If Architect fails to conform to such standards and practices in being in being knowledgeable of and complying with such applicable laws, rules and regulations, Architect shall be liable to Client to the extent that such failure is the proximate cause of damages by Client.

f) Additional Services of Architect. At Client's written request, Architect may be asked to perform services not otherwise included in this Agreement and/or services not customarily furnished in accordance with generally accepted architectural practice ("Additional Services"). Additional Services shall not be performed and no additional compensation shall be paid to Architect for performing such Additional Services unless Client and Architect agree in writing as to the scope of the Additional Services and the amount of compensation for such Additional Services prior to such Additional Services being rendered. Such Additional Services may include, but shall not be limited to (i) plan preparation and/or administration of work on portions of Project separately bid; (ii) assistance to Client, if requested for the selection of moveable furniture, equipment or

articles which are not included in Construction Documents; (iii) services caused by delinquency, default or insolvency of contractor, CM or PM or by major defects in the work of any contractor in the performance of any construction contract; (iv) revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and due to causes beyond the control of Architect; (v) serving as an expert witness on Client's behalf; and (vi) supervision of all services relating to repair of damages to structure not caused by Architect. Upon confirmation of the availability of additional funding, Client shall have the option, with the concurrence of Architect regarding scope of Additional Services, fee, and other terms and conditions of executing an amendment to this Agreement, thereby, retaining Architect to continue with the balance of work on one or more of the Projects.

g) Record Drawings and Specifications. Not later than thirty (30) days after substantial completion of Project, before receipt of final payment, Architect shall review all as-built drawings, and prepare and forward the Record Drawings and Specifications, indicating on them all changes made by change orders or otherwise gathered pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing Record Drawings and Specifications in both hardcopy and electronic formats (Compact Discs) based on Client provided document control filing system. Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project to the extent that such concealed items have been dutifully recorded by the installing contractors and confirmed by the IOR. Architect shall personally review and certify that Record Drawings and Specifications are a correct representation of the information supplied to Architect by any inspectors, CM (if applicable) and the contractor(s).

h) Approval. Once Client provides Architect with specific written approval of the Record Drawings and Specifications, Architect shall forward to Client the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

Article 3. Client Responsibilities. Client's responsibilities shall include the following:

a) Make available to Architect during the schematic and design development phases all necessary data and information concerning the purpose and requirements of Project, including enrollment data.

b) To the extent it deems necessary in its sole discretion, Client shall provide for security of Project site for other than nuisance and vandalism. Client's responsibility may be satisfied by obligating its contractor(s) or CM and/or PM (as applicable) to provide for such security.

c) Depending upon the scope of Project, furnish Architect with a survey of Project site prepared by a registered surveyor or civil engineer and any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site and any other such pertinent information. Client shall also provide a soils investigation report and a geological report.

d) Appoint and pay an inspector as provided by State law. Said inspector shall be qualified and approved by the DSA and shall act in accordance with the policies of Client.

e) Assist Architect or CM and/or PM (as applicable) in the distribution of plans to bidders and conduct the opening of bids on Project, if applicable.

f) Conduct soils conditions, chemical, hazardous material, or other tests required related to the establishment of the site's readiness for proper design of Project. Furnish such survey results, borings, test pits and other tests results and reports in a timely manner as may be necessary to reveal conditions of the site which must be known for the proper development of the required drawings and specifications.

g) Retain a DSA approved inspector or inspectors and a testing service for materials testing and inspection as required by Title 21 of the California Code of Regulations.

h) Direct pay all fees required by any reviewing or licensing agency.

i) Designate a PM (from Client or project management consulting firm) authorized to administer this Agreement on behalf of Client. PM will be responsible for management, oversight, coordination, and administration of services provided for and contained within this Agreement. Such person or persons shall assist Architect in making its site visits and preparing the list of deficiencies and accompany Architect, CM, and contractor on the final site visit.

j) Review all documents submitted by Architect, including change orders and other matters requiring Governing Board approval or approval of Client officials. Advise Architect of decisions pertaining to such documents within a reasonable time after submission.

k) Notify Architect in writing if any deficiencies in material or workmanship become apparent during contractor's warranty period.

l) Provide a Preliminary Project Schedule starting with the Schematic Plan Phase through the Construction Phase and to final occupancy and revise as necessary.

m) Provide Phase I studies and CEQA documents as necessary for environmental assessments and approvals.

n) Provide a copy of all Hazmat Survey and specifications for removal; Client shall provide Architect with a copy of all such surveys, test results, reports, and remediation plans necessary related to the execution of all phases of work.

o) Furnish Architect with Client's approved technology guidelines during the schematic and design development phases of the contract to provide information needed by Architect's electrical engineer to provide a comprehensive technology "backbone" infrastructure for Project

p) Client materials will be furnished to the Architect in a timely fashion. The Client agrees that Architect may rely on the information provided by the Client.

q) Include provisions in each construction contract with a Project general contractor requiring the contractor to (i) indemnify Architect for damages resulting from negligence and the negligence of its contractors and subcontractors, and (ii) name Architect as an additional insured on its general and automobile liability insurance coverage.

Article 4. Architect's Fee.

a) Payment for Services. Client shall pay to Architect for the performance of all Basic Services rendered herein the amount calculated and shown on Exhibit "F", which constitutes complete payment for Architect's Basic Services under this Agreement ("Total Compensation").

b) Payment for Additional Services. Architect shall be paid for Additional Services as follows, provided Additional Services have received advance written approval by Client's Governing Board:

(i) For services in addition to the Basic Services of Architect set forth in Article 2 hereof, a fee to be agreed upon by Parties in writing prior to performance of such services by Architect, which fee may be a flat amount or Architect's standard hourly rates as indicated in Exhibit "F".

(ii) Specialty Consultants (approved) in advance, either named within this Agreement, or approved by Client through written correspondence from Architect over the course of the contract period shall be paid at a multiple of 1.10 times the preapproved rate for such services.

c) Reimbursable Expenses. Reimbursable expenses are in addition to compensation for Services and Additional Services (as set forth in Articles 2 and 4) and include direct expenses incurred by Architect and Architect's employees and consultants in the interest of Project, as identified in the following clauses.

(i) Expense of reproduction, postage and handling of drawings, specifications and other documents for use in the interests of agency approvals, construction and

bidding for Project. Client reserves the right to specify and identify the Blueprint firm to be utilized for reproduction of materials reimbursed by Client.

(ii) Expense of additional insurance coverage or limits, including professional liability insurance, requested by Client in excess of that stipulated in Article 2 (c) (iii) and normally carried by Architect and Architect's consultants.

(iii) All reimbursable expenses (other than specialty consultants) shall be billed to the Client at 1.05 of their actual cost.

Article 5. Payments to Architect.

a) Architect's Total Compensation shall be paid by Client to Architect monthly in arrears incrementally within the following phases as follows based upon the percentage of work completed in the category described:

Phase	Percentage of Total Fees
1. Schematic Design Phase	10%
2. Design Development Phase	15%
3. Final Drawing and Construction Document Phase	42%
4. DSA Approval	5%
5. Bid Phase	3%
6. Construction Phase	20%
7. Project Close-out/DSA Closeout	5%
Total	**100%**

Unless otherwise noted, the Architect's fee shall be initially calculated using the schedule in Exhibit F against the Preliminary Construction Budget. It shall be revised and finalized when the final construction estimate is established. Architect's total fee shall be tabulated based upon the construction manager's construction estimate calculated at the 100% construction design (CD) set of plans provided that the Project construction contract is awarded within 12 months of this determination.

Architect shall not receive final payment until completion of all Architect's required duties (except for warranty phase services) including close-out of project with DSA. If DSA project close-out is impeded by the failure of parties other than Architect to provide required information, Architect may request payment of all or a portion of final payment.

b) In order to receive payment, Architect shall present to Client a claim for payment for approval by Client Representative designating Services performed, method of computation of amount payable, and amount payable. Architects monthly invoice will delineate a percentage completion by phase (1 through 7) to be assigned to the applicable fee amount. Architect shall be required to submit with each monthly invoice a monthly progress report in the format established in Exhibit "I" of this Agreement. Failure to

submit a properly completed Monthly Progress Report with a progress invoice will result in the invoice being returned to Architect.

c) Payments made for Additional Services shall be made as completed in installments, not more often than monthly, proportionate to the percentage of completion of such Additional Services or in such other manner as Parties shall specify when such Additional Services are agreed upon. Additional Services shall be billed as separate line items from the originally established Total Fee amounts.

d) Payment for eligible reimbursable expenses will be processed, provided Architect submits with each monthly progress billing (invoice) photocopies of invoices (expenditures) that show proper evidence that the associated costs are directly related to Project(s) identified in this contract. For certain reimbursable items, original receipts may be required. Reimbursable expenses shall not exceed $2,000 unless authorized by Client, in writing, in advance, through the amendment process. Nor is the budget for reimbursable expenses to be considered or calculated as part of the fee under this Agreement.

e) In accordance with Civil Code Section 3320, Client shall ensure payment to Architect of approved charges within thirty (30) days of submission of Architect's invoices for Services completed to the date of the invoice. Client shall notify Architect within fourteen (14) days of submission of Architect's invoices of any disputes over the invoice amount, and in no case shall Client delay releasing payment of undisputed amounts. Client may retain one hundred fifty percent (150%) of the disputed amounts (only those amounts determined to be reasonable and necessary) in accordance with Civil Code Section 3320, and Parties shall endeavor to resolve such disputes in a mutually agreeable manner.

f) Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in Article 8 hereof.

g) Architect is aware of the requirements of California Labor Code Sections 1720 et seq and 1770 et seq, as well as California Code of Regulations, Title 8, Section 16000 et seq ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the Total Compensation is $1,000 or more, Architect agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. Client shall provide Architect with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Architect shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Architect's principal place of business and at Project site. Architect shall defend, indemnify and hold Client, its elected officials, officers, employees and agents free and harmless from

any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of Architect or its consultants to comply with the Prevailing Wage Laws.

Article 6. Instructions to Proceed. Architect is not to proceed with performance of any Services under this Agreement without first securing written authorization from Client to do so.

Article 7. Time Schedule.

a) Architect shall perform all Services hereunder in accordance with Exhibit "G." Such schedule includes allowances for periods of time required for Client's review and approval of submissions and for approvals of authorities having jurisdiction over Project approval and for funding. The schedule shall not be exceeded by Architect, without the prior written approval of Client. See Exhibit "G" - Master Project(s) Schedule, which establishes the timeline and critical dates applicable to each project. The above notwithstanding, nothing stated herein shall require the Architect to act in excess of its professional standard of care.

b) Any delays in Architect's work because of the actions of Client or its employees, those in direct contractual relationship with Client, by a governmental agency having jurisdiction over Project, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of Architect, shall be added to the time for completion of any obligations of Architect. Client shall not be liable for damages to Architect on account of such delays. In the event that any such delays cause Architect to extend the performance of Services (i.e. construction phase duration) beyond the contract duration, then Architect shall have the right to request compensation under Additional Services for said Services in addition to the contract specified duration for actual Additional Services provided.

c) Should an extension of time be provided for Architect to complete its obligations under this Agreement, Architect shall submit evidence that the insurance policies required by Article 12 remain in effect during the requested additional period of time.

Article 8. Suspension, Abandonment, Termination.

a) Client hereby reserves the right to suspend or abandon at any time all or any of the construction work on Project or to terminate this Agreement at any time upon at least a ten (10) day written notice to Architect with or without cause. In the event of such suspension, abandonment or termination, Architect shall be paid pursuant to the schedule of payments set forth in Articles 4 and 5 of this Agreement for Services adequately rendered up to the date of such suspension, abandonment, or termination. If the date of suspension, abandonment or termination occurs prior to the date of approval of preliminary studies or prior to the date of approval of the working drawings, such payments shall be the reasonable value of Services rendered up to the date of such suspension, abandonment, or termination less any payments theretofore made, as determined by Client. Architect hereby expressly waives any and all claims for damages

or compensation arising under this contract, except as set forth herein, in the event of such suspension, abandonment, or termination.

b) If Architect's Services are suspended by Client, Client may require Architect to resume Services within ninety (90) days after written notice from Client. Upon such written notice from Client Architect shall resume Services within ten (10) days following receipt of notice to resume Services. If Project is resumed within ninety (90) days, Architect shall not be entitled to any adjustment in fees. If Client desires to resume Project more than ninety (90) days following suspension and Architect agrees to resume Services, then the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of Parties.

c) Within seven (7) calendar days following suspension, abandonment or termination of this Agreement, Architect shall provide to Client all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which Client would have been entitled at the completion of Architect's Services under this Agreement. Upon payment of the amount required to be paid to Architect pursuant to the termination provisions of this Agreement, Client shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Architect under this Agreement. In the event of a dispute regarding the amount of compensation to which Architect is entitled under the termination provisions of this Agreement, Architect shall provide all Project Documents to Client upon payment of the undisputed amount. Architect shall have no right to retain or fail to provide to Client any such documents pending resolution of the dispute. Architect shall make such documents available to Client without additional compensation other than as may be approved as a reimbursable expense.

d) Architect shall have the right to terminate this Agreement for cause in the event of material breach or substantial nonperformance, including the nonpayment of fees due, on the part of Client. Architect must provide Client with thirty (30) days notice of its intent to terminate this Agreement; this notice must include a written description of the material breach or substantial nonperformance upon which the termination is based, and if Client cures said material breach or substantial nonperformance prior to the expiration of the thirty (30) days, this Agreement shall continue in full force and effect.

Article 9. Ownership of Documents.

a) Pursuant to California Education Code Section 17316 and the requirements of Client, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of Client. Although the official copyright in all Project

Documents shall remain with Architect or other applicable subcontractors or consultant, Project Documents shall be the property of Client whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of Project, Architect shall provide to Client copies of all Project Documents required by Client. In addition, Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of Project, and shall make copies available to Client upon the payment of reasonable duplication costs. Before destroying Project Documents following this retention period, Architect shall make a reasonable effort to notify Client and provide Client with the opportunity to obtain the documents.

b) Upon completion of all services and payment in full of all undisputed monies due, Architect grants to Client the right to use and reuse all or part of Project Documents, at Client's sole discretion and with no additional compensation to Architect, for the following purposes:

(i) The planning or construction of all or part of this Project;

(ii) The repair, renovation, modernization, replacement, reconstruction, improvement, or expansion of this Project at any time; and

(iii) The construction of another project by or on behalf of Client for its ownership and use.

Client is not bound by this Agreement to employ the services of Architect in the event such documents are used or reused for these purposes. Client shall be able to use or reuse Project Documents for these purposes without risk of liability to Architect or third parties with respect to the condition of Project Documents, and the use or reuse of Project Documents for these purposes shall not be construed or interpreted to waive or limit Client's right to recover for latent defects or for errors or omissions of Architect. Architect shall not be responsible or liable for any revisions to Project Documents made by any party other than Architect, a party for which Architect is legally responsible or liable, or anyone approved by Architect. In the event Client elects to reuse Project Documents without employing Architect for said reuse, Client must remove Architect's title block from the subject drawings.

c) This Agreement creates a non-exclusive and perpetual license for Client to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Architect shall require any and all subcontractors and consultants to agree in writing that Client is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

d) Architect represents that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in Project Documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall indemnify

and hold Client harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Architect and provided to Architect by Client.

e) All Project Documents, either created by or provided to Architect in connection with the performance of this Agreement, shall be held confidential by Architect to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of Client, be used or reproduced by Architect for any purposes other than the performance of Services. Architect shall not disclose, cause or facilitate the disclosure of Project Documents to any person or entity not connected with the performance of Services or Project. Nothing furnished to Architect which is otherwise known to Architect or is generally known, or has become known, to the related industry shall be deemed confidential. Architect shall not use Client's name or insignia, photographs of Project, or any publicity pertaining to Services or Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of Client.

Article 10. Indemnification

a) General Indemnity. To the fullest extent permitted by law, Architect agrees to defend, indemnify and hold harmless, the School(s), Client, the Board of Trustees, and each of their respective members, officers, employees, agents and volunteers ("Indemnitee(s)"), through legal counsel reasonably acceptable to Client, from any and all economic and non-economic injuries, losses, costs, liabilities, claims, damages, actions, judgments, settlements, expenses, fines and penalties that arise out of or relate to any of the following: (1) any act or omission constituting ordinary and not professional negligence, breach of the terms and conditions of this Agreement, or intentional misconduct, on the part of Architect or its Subconsultants, or their respective employees, agents, representatives or independent contractors, or (2) a breach by Architect of the terms and conditions of its agreements with its Subconsultants, except where such breach is solely the result of Client's breach of this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the economic and non-economic injuries, losses, costs, liabilities, claims, damages, actions, judgments, settlements, expenses, fines and penalties are in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating Architect to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of section c) below.

b) Indemnity for Professional Negligence. To the fullest extent permitted by law, Architect agrees to indemnify and hold harmless the School(s), Client, the Board of Trustees, and each of their respective members, officers, employees ("Indemnitee(s)") against any and all economic and non-economic injuries, losses, costs, liabilities, claims, damages,

actions, judgments, settlements, expenses, fines and penalties, and reimburse any Indemnitee for any attorney's fees or court costs incurred in defense of any action brought against such Indemnitee, that arise out of negligent acts or omissions on the part of Architect or its Subconsultants, or their respective employees, agents, representatives or independent contractors. The Indemnitees shall be entitled to the indemnification and reimbursement provided for hereunder regardless of whether the economic and non-economic injuries, losses, costs, liabilities, claims, damages, actions, judgments, settlements, expenses, fines and penalties are in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating Architect to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of section c) below.

c) Limitations on Indemnity Obligation. Without affecting the rights of Client under any other provision of this Agreement, Architect shall not be required to indemnify or hold harmless an Indemnitee for a economic and non-economic injuries, losses, costs, liabilities, claims, damages, actions, judgments, settlements, expenses, fines and penalties which are due to that Indemnitee's sole negligence, active negligence or willful misconduct; provided, however, that such sole negligence, active negligence or willful misconduct has been adjudged by the findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the economic or non-economic injuries, losses, costs, liabilities, claims, damages, action, judgments, settlements, expenses, fines and penalties involved, the obligation of Architect will be for that portion of economic or non-economic injuries, losses, costs, liabilities, claims, damages, actions, judgments, settlements, expenses, fines and penalties which are due to the Architect.

Article 11. Errors and Omissions. In addition to any other remedy which may be available to Client under this Agreement or under the laws of the State of California, Client may require Architect to pay all costs made necessary by defective and/or deficiency in design work of Architect and its consultants, including but not limited to litigation costs, and any cost related to the necessary removal of and/or replacement of materials. Architect shall not receive any fee for any of its work performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to Client.

Article 12. Insurance. Architect shall maintain in full force and effect at its sole cost and expense from the time this Agreement is entered into until the date of acceptance of the work by Client and the completion of all of Architect's obligations under this Agreement, insurance as set forth in this Article. All insurance provided for under this Article shall be with a carrier satisfactory to Client and licensed according to the laws of the State of California to provide such insurance within the State of California. Prior to commencement of work, Architect shall furnish to Client a certificate of insurance and required endorsements evidencing the above coverage. Client shall not be obligated to make any payment to Architect until after its receipt and acceptance of said certificate.

a) Workers' compensation insurance as required by applicable laws, and employers liability insurance, with a limit of not less than $1,000,000.

b) Commercial general liability insurance for bodily injury and property damage liability, the limits of which shall not be less than $1,000,000 per occurrence and $2,000,000 aggregate. Commercial general liability policies obtained and maintained by Architect shall contain endorsements naming Client and other interested parties designated by Client as additional insured and shall include products completed operation coverage as well as contractual liability coverage for liability assumed by Architect under this Agreement.

c) Business automobile liability insurance for bodily injury and property damage. Such insurance shall extend to owned (if any), non-owned, and hired automobiles used in the performance of this Agreement. The limits of liability shall not be less than $2,000,000 per occurrence and shall name Client and other interested parties designated by Client as additional insured.

d) Professional liability insurance covering Architect's negligent acts, errors or omissions; provided that such insurance shall be carried in full force for five (5) years following completion of Project. The limit of liability policy shall not be less than $1,000,000 each claim and $3,000,000 annual aggregate with a deductible in an amount not to exceed the sum of $100,000.

e) Unless other policy limits or provisions are approved in advance by Client, Architect's designated professional engineers and consultants shall provide the insurance limits delineated in Exhibit "C" and these policies shall name Client as an additional named insured. Prior to commencement of work, Architect shall identify all professional engineers and/or consultants it will engage in accordance with Article 2(c), and for each said entity, Architect shall provide a certificate of insurance and endorsements as set forth in Article 12 a) through i). At such time, Architect shall submit all requests for exceptions to the policy limits or provisions.

f) Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to Client; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Client, its directors, officials, officers, employees and agents.

g) All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to Client, its directors, officials, officers, employees and agents.

h) Any deductibles or self-insured retentions must be declared to and approved by Client. Architect shall guarantee that, at the option of Client, either: (A) the insurer shall reduce

or eliminate such deductibles or self-insured retentions as respects Client, its directors, officials, officers, employees and agents.

i) All insurance is required to be placed with A.M. Best's rating of no less than "A:VIII," licensed to do business in California, and satisfactory to Client.

Article 13. Records. Architect shall maintain records of direct personnel and reimbursable expenses pertaining to the Additional Services of this Project that are compensable by other than a flat rate. Such records shall be available to Client for inspection or audit at any reasonable time. Architect shall maintain all records concerning Project for a period of three years after its completion.

Article 14. Standardized Manufactured Items. Architect shall cooperate and consult with Client in use and selection of manufactured items on Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment and fixtures, roofing materials and floor covering. All such manufactured items shall be standardized to Client's criteria.

Article 15. Arbitration and Mediation. Disputes arising out of or related to this Agreement shall first be negotiated informally and in good faith between Parties. If not resolved informally, they shall be resolved in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, San Diego, California. Prior to the commencement of any binding arbitration, Parties shall participate in mediation in a mutual effort to resolve all disputes and conflicts arising out of or related to this Agreement. Selection of a mediator and/or arbitrator shall be in accordance with the rules of the American Arbitration Association, in effect at the time of the mediation and/or arbitration filing. The Parties shall share equally in all costs related to said mediation or arbitration.'

Article 16. Compliance with the Laws. Architect shall conform to the usual and customary standards and practices of its profession in its efforts to comply with the applicable requirements of federal,, state and local law, including the applicable provisions of the Uniform Building Code (formerly Title 24 California Code of Regulations), the California Education Code, Titles 2, 5 and 21 of the California Code of Regulations, and all applicable requirements prescribed by the California Department of General Services.

Article 17. Independent Contractor. Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither Architect nor its employees shall be deemed an employee of Client for any purpose. It is expressly understood and agreed that Architect shall in no event be entitled to any benefits to which Client employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

Article 18. Successors in Interest and Assigns. This Agreement is binding upon and inures to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement, provided, however that neither Client nor Architect shall assign or transfer by operation of law or otherwise any or all of their rights, burdens, duties or obligations without the

prior written consent of the Governing Board of Client or Architect, as the case may be. Any attempted assignment without such consent shall be invalid.

Article 19. Asbestos Certification. Architect shall certify pursuant to 40 CFR section 763.99 (a) (7) that no asbestos containing material was specified as a building material in any construction Document for Project, and will require as a part of the general conditions of Construction Documents that contractors provide Client with certification that all materials used in the construction of any school building are free from any asbestos containing building materials ("ACBMs"). This certification shall be part of the final Project submittal.

Article 20. Miscellaneous. The following terms and conditions shall be applied to this Agreement:

a) Amendment. This Agreement may be amended by mutual written agreement of Client and Architect.

b) Governing Law. This Agreement shall be construed in accordance with, and governed by the laws of the State of California. Venue shall be in San Diego County.

c) Entire Agreement. This Agreement, together with its Exhibits, supersedes any and all other prior or contemporaneous oral or written agreements between Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person, which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

d) Severability. Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void of unenforceable, the remaining provisions shall continue in full force and effect.

e) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing.

f) Safety. Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultants and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

g) Supplemental Conditions. Any supplemental conditions shall be attached as an exhibit to this Agreement and incorporated herein by reference.

h) Equal Opportunity Employment. Architect represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for

employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

i) Fingerprinting Requirements. Unless exempted, Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with Client's pupils. Architect shall also ensure that its consultants on Project also comply with the requirements of Section 45125.1. To this end, Architect and its consultants must provide for the completion of Client's certification form attached hereto as Exhibit "H" and incorporated herein by reference prior to any of Architect's employees, or those of any other consultants, coming into contact with Client's pupils.

j) No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by Parties.

k) Notices. All notices permitted or required under this Agreement shall be given to the respective Party at the following address, or at such other address as the respective Party may provide in writing for this purpose:

Client:	Architect:
The O'Farrell Community School	IBI Group
6130 Skyline Drive	701 B Street, Suite 1810
San Diego, CA 92114	San Diego, CA 92101
Attn: Dr. Ed. D. Jonathan C. Dean	Attn: Kevin Fleming

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid and addressed to Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

l) Time of Essence. Time is of the essence for each and every provision of this Agreement.

m) Client's Right to Employ Other Consultants. Client reserves right to employ other consultants, including architects, in connection with this Project or other projects.

n) Labor Certification. By its signature hereunder, Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of Services.

o) Incorporation of Recitals and Exhibits. All recitals set forth at the beginning of this Agreement and all Exhibits attached hereto and referred to in this Agreement are incorporated into and made a part of this Agreement.

p) Authority to Execute. The persons executing this Agreement on behalf of their respective Party represent and warrant that they have the authority to do so under law and from their respective Party.

IN WITNESS WHEREOF, Parties have caused this instrument to be duly executed this 5th day of September 2012.

Client

By: _____
PhD Jonathan C. Dean

Title: _____
Executive Director

IBI Group

By: _____
Kevin S. Fleming

Title: _____
Associate

IBI Group

By: _____
Alistair Baillie

Title: _____
Managing Director

IBI Group

By: _____
Steve Schibuola

Title: _____
Director

EXHIBIT "A"

PROJECT DESCRIPTION

The project consists of an addition to the existing O'Farrell Community School campus to incorporate a new 480 student high school on a semi-vacant portion of land at the east side of the campus. The project will incorporate modular buildings custom designed for the specific need of the campus and curriculum. There will be a gymnasium included that is intended to be site built. The entire site will be designed with new parking, fire access lane, drop-off area, landscape and hardscape areas and all other necessary site improvements. The project is currently being planned as one phase.

EXHIBIT "B"

SERVICES

1. Design Phase

a) Schematic Design Phase of Project.

(i) In cooperation with Client planners and educational committees, Architect shall prepare preliminary plans and studies, schematic drawings and site utilization plans, showing the scale and relationship of the components of Project and the plot plan development at the site and the proposed architectural concept of the buildings, incorporating the educational program, and functional requirements of Client more fully detailed in Exhibit "D" ("Schematic Design Deliverables"). Such Schematic Design Deliverables shall meet all applicable laws, rules, regulations and guidelines of the State of California, including, but not limited to, the Uniform Building Code, the California Education Code, Titles 19, 21, and 24 of the California code of Regulations, and any requirements of the DSA (including structural safety fire/life safety and access compliance section), the CDE and the California Department of General Services, in effect as of the time the Schematic Design Deliverables are prepared or revised during the latest phase of the Services described herein. Any significant revisions made necessary by changes in such laws, rules, and regulations after this time may be compensated as Additional Services. Architect shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over Project, in accordance with Services described herein.

(ii) Architect shall prepare construction cost estimates with a more detailed written statement of estimated construction costs which shall be subject to review by the CM and or PM and approval of Client and which shall comply with requirements of school construction funding aid agencies identified by Client. The purpose of the revised cost estimate is to show probable cost in relation to Client's Target Construction Budget. If Architect perceives site considerations, which render Project over budget or cost prohibitive, Architect shall disclose such conditions in writing to Client promptly. Architect shall prepare a written time schedule for the performance of work on Project, subject to the review by the CM and/or PM, and ultimately approval by Client. Architect shall present its design and findings to Client.

(iii) Architect shall provide up to three (3) progress sets at mid-phase (not a eligible reimbursable expense), and five (5) complete sets of the Schematic Design Deliverables (eligible reimbursable expense) described in section (a)(ii) for CM (if assigned) and/or PM, and Client review and approval. Additional copies of the

"mid-phase" deliverables shall be a reimbursable expense to Client, except in cases where additional sets of the above deliverables are required because of a determination by the CM (if assigned), PM, or Client that the deliverables did not meet the intent, nor did they satisfy the contractual requirements of such deliverable delineated in Exhibit "D." Additionally, at Client expense, Architect shall provide copies of such documents as required by any State, federal, local, or regional agencies concerned with Project, including, but not limited to the CDE, the DSA, the Department of General Services and any other appropriate federal, State, local, or regional regulatory bodies. Any additional copies required shall be provided at cost to Client. Client reserves the right to identify and specify the Blueprint firm to be utilized for reproduction of Client materials.

b) Design Development Phase of Project.

(i) On specific written approval by Client of the Schematic Design Deliverables described in Section 1(a) above, Architect shall prepare design development documents consisting of site and floor plans, elevations and any other drawings and documents sufficient to fix and describe the size and character of the Project's structural, mechanical and electrical systems, types and makeup of materials and outline specifications as detailed in Exhibit "E" for presentation to the governing board of Client for approval ("Design Development Deliverables").

(ii) Architect shall provide five (5) complete sets of the design development documents, or Design Development Deliverables (an eligible reimbursable expense) described in section (b)(i) for Client review and approval. Additional copies of "mid-phase" shall be a reimbursable expense to Client, except in cases where additional sets of the above deliverables are required because of a determination by the CM (if assigned), PM, or Client that the deliverables did not meet the intent, nor did they satisfy the contractual requirements of such deliverable delineated in Exhibit "E". Additionally, at Client expense, Architect shall provide copies of such documents as required by any State, federal, local, or regional agencies concerned with Project, including, but not limited to the CDE, the DSA, the Department of General Services and any other appropriate federal, State, local, or regional regulatory bodies. Client reserves the right to identify and specify the Blueprint firm to be utilized for reproduction of Client materials.

(iii) Architect shall prepare a construction cost estimate, including detail consistent with the Design Development Deliverables as set forth in herein and containing a breakdown based on types of materials and specifications identified herein; The construction cost estimate shall be subject to review by the CM (if assigned) and/or PM and ultimately to Client for review and approval.

(iv) Architect shall provide schedule progress updates to the PM for incorporation into the Master Project(s) Schedule for Client.

(v) Architect shall assist Client in applying for and obtaining required approvals from all applicable governmental agencies and shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities and governmental agencies for the securing of priorities, materials, or funds as an aid in the construction of Project and assist the Client with obtaining final Project approval and acceptance by said agencies as required.

(vi) Architect shall provide a color schedule of all materials and selections of texture, finishes, and other matters involving an aesthetic decision in Project for CM (if assigned), PM, and Client's review and approval.

(vii) Architect shall make a presentation to Client of this concept and associated cost projections.

2. Construction Contract Documents/Final Working Drawings and Specifications

a) On specific written approval by Client of the plans described in subdivision 1(b) Architect shall prepare such complete working drawings and specifications as are necessary for obtaining complete bids and for efficient and thorough execution of work. Such working drawings shall be developed from the preliminary drawings approved by Client. The final working drawings and specifications shall set forth in detail the work to be done, the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, electrical system and utility service connection equipment and site work (collectively "Final Drawings").

The Final Drawings must be in such form as will enable the Client to secure the required permits and approvals by public authorities and for Client to obtain by competitive bidding a responsible bid. The Final Drawings shall be clear and legible so that uniform copies may be obtained from them. The Final Drawings shall be indexed and numbered and shall be capable of being clearly copied and assembled in a professional manner by Architect. The Final Drawings Deliverables are a reimbursable expense, however, progress sets during the Construction Document phase are not an eligible reimbursable expense.

b) Client shall review, study and check the Final Drawings presented to it by Architect and Architect shall be required to make any necessary revisions as directed by Client, subject to and prior to the approval of the DSA. The aforementioned revision and/or corrections shall be at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, inconsistent with earlier Client direction or approvals, or inconsistent with Architect's professional judgment. Should such revisions occur more than once, through no fault of the Architect, such revisions will be considered additional services. Parties hereto agree that Architect and not Client possesses the requisite expertise to determine the constructability of the Final Drawings. Client's review and approval of the Final Drawings shall not be conclusive of the

constructability of the plans and shall not in any way limit Architect's liability if any portion of the final working drawings specifications are defective.

c) It is understood by Architect that should Final Drawings be ordered by Client, Client shall verify the Target Construction Budget, then considered to be the final Target Construction Budget. Architect shall endeavor in so doing to keep the actual construction cost at bid(s) time within Client's final Target Construction Budget as may be consistent with the purpose of the buildings and with proper workmanship and material. To this end, Architect shall prepare a final construction cost estimate for review by the CM (if assigned) and the PM, and ultimately for review and approval of Client. In the event that the sum of the bids and estimated or contractual general conditions exceed the final Target Construction Budget by greater than five percent (5%), Architect shall, if requested by Client and without extra compensation revise the Final Drawings for the work in a manner which is acceptable to Client in its reasonable discretion, including scaling down or possibly omitting certain portions of Project, so that bids may be received by Client which are equal to or below the final Target Construction Budget amount.

d) Architect shall provide up to five (5) complete sets of the Final Drawings (eligible reimbursable expense) described herein, for CM (if assigned), PM and Client review and approval. Additional copies of such documents shall be a reimbursable expense to Client, except in cases where additional sets of the above deliverables are required because of a determination by the CM (if assigned), PM, or Client that the deliverables did not meet the intent, nor did they satisfy the contractual requirements of such deliverable. Additionally, at Client expense, Architect shall provide copies of such documents as required by any State, federal, local, or regional agencies concerned with Project, including, but not limited to the CDE, the DSA, the Department of General Services and any other appropriate federal, State, local, or regional regulatory bodies. Client reserves the right to identify and specify the Blueprint firm to be utilized for reproduction of Client materials.

e) The construction Contract Documents shall have DSA approval stamped thereon prior to issuance for bid ("Contract Documents"). If so required by Client, at no additional cost to Client, Architect shall assist Client and the CM (if assigned) and/or PM (as applicable) with the completion of the Contract Documents, including but not limited to Advertisement for Bids, Pre-qualifying general contractors, and/or subcontractors, Information for Bidders, Bid Forms, Bonds, General Conditions, Special Conditions, Agreement, documents required to comply with Disabled Veteran Business Enterprise preferences, if required, or any other documents required in order to obtain bids responsive to the specifications. All such documents shall be subject to the approval of Client and Client's counsel. At the time of delivery of the aforementioned Contract Documents, which shall include the Final Drawings (collectively, the "Construction Documents"), Architect shall indicate in writing within its reasonable discretion if it has any concerns regarding the final construction cost estimate provided for herein. If Architect raises any reasonable concerns, Client, its CM (if assigned) and/or PM (as

applicable) and Architect shall in good faith discuss the final construction cost estimate as it relates to the final Target Construction Budget and arrive at mutually the manner by which the sum of all bid(s) and applicable (estimated or contractual) general conditions will most likely bring about favorable bid results within the final Target Construction Budget.

3. Procurement Phase

a) Bid Phase.

(i) Following Client's approval of the Construction Documents and final construction cost estimate, Architect shall provide to Client, at no additional Client expense, up to five (5) sets of Construction Documents. Extra copies of such documents shall be a reimbursable expense to Client. Architect shall assist Client and its CM and/or PM (as applicable) in notifying potential interested parties to obtain the copies of Construction Documents and in obtaining bids on Project and awarding the contract. Architect shall be responsible for reviewing and analyzing all questions and requests for information submitted by bidders, and if appropriate Architect shall prepare any addenda that may be necessary. Architect shall be responsible for all interpretations and/or revisions to the drawings and specifications made in such addenda and will sign any such addenda as to such interpretations and/or revisions. Any such addenda will then be subject to the approval of Client and will be issued/signed by Client Representative. Client reserves the right to identify and specify the Blueprint firm to be utilized for reproduction of Client materials. The parties understand, acknowledge and agree that the Client does not intend to utilize the "CM Multiple Prime" project delivery method.

(ii) Architect shall assist Client and its CM and/or PM (as applicable), if so requested, in pre-qualifying bidders pursuant to Public Contract Code section 20111.5.

(iii) If the lowest responsive bid or bids on Project, including the general conditions for Project, whether incorporated in the general contractor(s) bid(s), or indentified separately as a part of CM compensation, exceeds the Target Construction Budget amount by more than five percent (5%), Client may request that Architect amend the final drawings and specifications to rebid Project so that bids may be received which are at or below the Target Construction Budget. At the request of Client and prior to bidding, Architect shall provide working drawings and specifications that include alternate bids mutually agreed to by Client and Architect at no additional cost to Client per the requirements of 3(a)(i) above.

4. Construction Phase

a) Observation of Project. Observation of the work executed from the Construction Documents shall be in person by Project Architect provided that Client may in its

discretion consent to such observation by a competent alternate representative of Architect. Architect's responsibility shall include the preparation of all documents and/or drawings made necessary by errors and/or omissions in the originally approved drawings or specifications and such modifications therein as may be necessary to meet unanticipated minor conditions encountered during construction. Architect shall provide and maintain the required contact with Client in order to advise Client and DSA that the work is in compliance with the approved plans and applicable specifications as set forth in California Education Code section 17309 and Title 24 of the California Code of Regulations.

b) Construction of Project. Architect shall provide general observation of Construction including but not limited to the following:

(i) Architect shall attend and participate in a pre-construction meeting with all interested parties.

(ii) Site visits to observe and comments to Client regarding contractor's work and its general conformance with the plans and specifications and that work is progressing in accordance with the Construction Documents and contractor's schedule. Architect, however, shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, since this is solely the contractors' responsibility under their contracts for construction. Without in any way limiting Architect's responsibilities and obligations under Title 21 of the California Code of Regulations or the Building Standards published by the ICBO (formerly Title 24 of the California Code of Regulations), Architect shall not otherwise be responsible for the contractors' schedules or failure to carry out their work in accordance with the contract documents. Architect shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction work.

(iii) Participate in, weekly job site/construction meetings (Weekly Progress – Owner's meeting; Weekly Trade Contractor Coordination meeting) with all interested parties.

(iv) Site visits to communicate and monitor the activities of Project Inspector employed by Client. Project Inspector, in coordination with Architect, shall direct the contractor's preparation of Record Drawings and Specifications indicating dimensions and location of all as-built conditions, including but not limited to underground utility lines. Record Drawings and Specifications shall be updated monthly and approved by Project Inspector prior to approval of monthly pay requests. Record Drawings and Specifications shall be forwarded to Client upon completion of Project.

(v) Cause engineers and other consultants as may be hired by Architect pursuant to subdivision (c) of this Article, to observe the work completed under their engineering disciplines as required, and approve and review all test results for general conformance with the original approved documents for their portion of Project.

(vi) Make timely written reports to Client and Project Inspector as necessary to inform Client and Project Inspector of problems arising during construction, changes contemplated as a result of the problem and progress of work.

(vii) Check and process all required material and test reports and report to the DSA, the Contractor, Client and the Project Inspector relative to any deficiencies in material as reflected by those reports with recommendation for corrections of such deficiencies.

(viii) Review in a timely manner, schedules and shop drawings, samples, and other submissions of the contractor and subcontractors for compliance with design and specifications;

(ix) Reject work or materials that do not conform to the Construction Documents and notify Client and Project Inspector of such rejection.

(x) Consult with Client on submittals and requests for information for which direction sought impacts Client operation and management of facility is affected;

(xi) Communicate directly and regularly with Client, Project Inspector, the CM (if assigned), and PM assigned by Client on all Requests for Information, Submittals, and other administrative matters.

(xii) Consult with Client through CM (if assigned), and/or PM with regard to substitution of materials, equipment, and the laboratory reports thereof prior to the final approvals of such substitutions by Client in writing;

(xiii) Advise Client and its CM and/or PM (as applicable) in writing of any material change, or changes, necessary in the plans and specifications of Project.

(xiv) Architect shall not direct contractors to make any changes affecting contract price without approval by Client of a written change order, pursuant to the terms of the Construction Documents.

(xv) Examine, verify, and make recommendations regarding contractors' applications for payment certificates for payment in amounts approved by Project Inspector.

(xvi) Examine, verify and make recommendations regarding change orders on work.

(xvii) Coordinate final color and product selection with Client's original design concept.

(xviii) Determine date of substantial completion in coordination with CM, Project Inspector, and PM.

(xix) After determining Project is substantially complete, Architect shall walk the job with the CM (if assigned), Project Inspector, Client Representative and the PM for purposes of reducing to writing all observed deficiencies; The list of observed deficiencies will be combined with those already known deficiencies, thus, creating the official "Punchlist". Architect, working with the CM (if assigned) and the PM will track progress towards remedying all "Punchlist" items. Architect shall notify CM (if assigned), and PM in writing that all deficiencies must be corrected prior to final acceptance of Project.

(xx) Assist the CM (if applicable), and the contractor(s) in providing Client written warranties, guarantees, owners' manuals, instruction books, diagrams, as-builts and any other materials required from the contractors and subcontractors; All such plan and specifications changes reflected in the as-builts, maintained by the CM (if assigned), or the contractor(s), in handwritten format, must be transferred to the Record Drawings and Specifications by Architect.

(xxi) Make any further site observations of Project necessary to issue Architect's Certificate of Completion and final certificate for payment.

(xxii) Make any and all applications to OPSC, DSA, and CDE for approval of all change orders, contract documents, etc. as necessary to obtain closure on Project and approval with any city, state, and/or federal agencies.

(xxiii) Cause engineers and other consultants, as may be hired by Architect pursuant to subdivision (c) of this Article, to file required documentation with governmental authorities necessary to close-out Project.

(xxiv) Provide consultation to Client on apparent deficiencies in construction during one-year warranty period following acceptance of work. Such consultation shall only be provided at the specific request of Client and Architect shall be compensated for such consultation as Additional Services.

EXHIBIT "C"

LIABILITY INSURANCE LIMITS REQUIRED FOR ENGINEERS AND CONSULTANTS HIRED BY ARCHITECT

Specialty	Required Insurance Limit Per Occurrence	Required Insurance Limit (Aggregate)
Electrical	$1,000,000	$1,000,000
Mechanical	$1,000,000	$1,000,000
Plumbing	$1,000,000	$1,000,000
Civil	$1,000,000	$1,000,000
Structural	$1,000,000	$1,000,000
Technology	$1,000,000	$1,000,000

EXHIBIT "D"

REQUIREMENTS FOR SCHEMATIC DESIGN DELIVERABLES

1. Site plan

    a. Preliminary architectural site plan including demolition.

2. Diagrammatic structural plan(s) showing proposed bay arrangements, materials

3. Schematic floor plans

    a. New work all floor levels
    b. Remodeled areas of existing structures, if any, including demolition
    c. Existing building drawings for remodeled areas

4. Diagrammatic building sections

5. Schematic narrative of design rationale, proposed construction, code analysis, structural systems.

6. Preliminary mechanical equipment room layouts (major equipment only).

EXHIBIT "E"
Part I

REQUIREMENTS FOR DESIGN DEVELOPMENT DELIVERABLES

1. Site Survey (furnished by Client under separate consultant contract)

2. Site Plan

   a. Final contours/grading
   b. Paving, sidewalk, curb, fence, parking, and other site improvements
   c. Retaining walls and details (if required)
   d. Demolition of any existing improvements

3. Foundation Plans

   a. Footing and foundation sizes, reinforcing, elevations
   b. Below grade concrete wall thickness

4. Structural Framing Plans, including:

   a. Horizontal and vertical member size, sample reinforcing
   b. Typical floor and roof, construction details, thicknesses
   c. Typical exterior wall supports, bracing, ties, reinforcing
   d. Lateral bracing methods, location
   e. Fireproofing-N.F.P.A. designation
   f. Vibration isolation or other special details
   g. Design live and dead loads tabulated for all floors, areas, and roofs

5. Exterior Wall elevations (all cardinal points)

6. Typical Wall Sections

7. Floor Plans, all levels and roofs:

   a. Partition type identification
   b. Smoke and fire compartmentation
   c. Build-ins and fixed equipment shown and noted

8. Stair and Elevator types (if applicable)

9. Room Finish and Door Schedule for Typical Areas/Spaces

10. Miscellaneous Specialties and Equipment Schedule

11. Plumbing Work, plans:

    a. Fixture schedule, locations
    b. Equipment schedule, locations
    c. Waste and vent riser diagram with types, locations, key sizes
    d. Water piping, locations (sizes for pipes larger than one inch)

12. Roof Drainage System, Locations, Key Sizes

13. Mechanical Systems

    a. Equipment schedule, locations, sizes, types
    b. Chilled, condenser, hot water, steam, and condensate piping systems, locations, riser diagrams

14. HVAC Piping, Locations (sizes for pipes larger than one inch)

15. Power Distribution Diagram

    a. Power distribution equipment schedule, locations
    b. Feeder sizes
    c. Emergency generator size, locations if required
    d. Uninterruptible power supply equipment size, location if required

16. Interior Lighting and Power, Plans and Appropriate Details

    a. Fixture and switch locations with identification
    b. Typical receptacle and power outlet locations
    c. Special requirements noted

17. Communication and Alarm Systems

18. Outline Specifications (Marked-up for Project)

19. Description of Proposed Alternates and Cost Estimates for Each

20. Color and materials board

21. Landscape rendered site plan and colored photos of plant species (if applicable)

EXHIBIT "E"
Part II

REQUIREMENTS FOR CONSTRUCTION DOCUMENT PHASE DELIVERABLES

1. Constructability Review – Comments – provide a report in sufficient detail that serves to advise Client of the manner by which Architect dealt with, and or, administered each of the comments raised by the design reviewer.

2. Submit to Client five (5) full-size sets at the 100% complete milestone of the Construction Documents (Plans and Specifications).

3. Submit to Client five (5) full-size sets; four (4) half-size sets of the Final Construction Documents. (Plans and Specifications; complete with DSA Approval stamps)

   The Construction Documents phase deliverables will be consistent with the industry standard of measure as to percentage complete of said phase deliverables.

EXHIBIT "E"
Part III

REQUIREMENTS FOR CLOSE-OUT PHASE DELIVERABLES

Submit to Client the Record Drawings and Specifications, both electronically and in hardcopy format. Record Drawings and Specifications reflect all as-built changes, conditions in the field that were delineated by the separately hired CM during the construction phase. Record Drawings and Specifications must be in transmitted electronically in two separate formats; 1) A format that cannot be changed electronically using CADD as this format represents an audit trail as to what was delivered by Architect; 2) A format that can be changed by Client using CADD as future construction work will need to be delineated in the modified record drawings.

EXHIBIT "F"

ADDITIONAL SERVICES

2012 HOURLY RATE SCHEDULE

Principal in Charge	$183.33
Project Architect/Senior Associate	$161.18
Project Manager/Senior Associate	$161.18
Senior Project Designer	$118.31
Staff Architect/Engineer	$ 84.11
Job Captain/Senior CADD Technician	$ 63.31
Specifications Writer	$118.81
CADD Technician	$ 61.49
Administrative Assistant	$ 44.37

New School Construction

9.00% of the First $ 500,000
8.50% of the Next $ 500,000
8.00% of the Next $1,000,000
7.00% of the Next $4,000,000
6.00% of the Next $4,000,000
5.00% of the Balance

School Modernization/Rehabilitation Construction

12.00% of the First $ 500,000
11.50% of the Next $ 500,000
11.00% of the Next $1,000,000
10.00 % of the Next $4,000,000
9.00% of the Next $4,000,000
8.00% of the Balance

Please see next page for fee schedule associated with the current project estimate (note that page is labeled 39a). The proposed fee includes on-site civil engineering, electrical engineering (including low voltage design), structural engineering (not associated with modular buildings), mechanical and plumbing engineering (not associated with modular buildings), landscape and irrigation design and cost estimating.

EXHIBIT F - Fee Schedule

O'Farrell Community School - High School Addition

9/25/2012

Architectural and Engineering Fee Proposal

Modular Buildings		$ 268,546	Percentage Charged	Fee Amount
Schematic	10%	$ 26,855	100%	$ 26,855
Design Development	15%	$ 40,282	25%	$ 10,070
Consruction Documents	42%	$ 112,789	25%	$ 28,197
DSA backcheck and approval	5%	$ 13,427	50%	$ 6,714
Bidding	3%	$ 8,056	100%	$ 8,056
Construction Administration	20%	$ 53,709	100%	$ 53,709
DSA Closeout	5%	$ 13,427	100%	$ 13,427
Totals	**100%**	**$ 268,546**		**$ 147,029**

Gymnasium, Covered Walks and Site Work		$ 402,495	Percentage Charged	Fee Amount
Schematic	10%	$ 40,250	100%	$ 40,250
Design Development	15%	$ 60,374	100%	$ 60,374
Consruction Documents	42%	$ 169,048	100%	$ 169,048
DSA backcheck and approval	5%	$ 20,125	100%	$ 20,125
Bidding	3%	$ 12,075	100%	$ 12,075
Construction Administration	20%	$ 80,499	100%	$ 80,499
DSA Closeout	5%	$ 20,125	100%	$ 20,125
Totals	**100%**	**$ 402,495**		**$ 402,495**

Total Fee		$ 671,041	Percentage Charged	Fee Amount
Schematic	10%	$ 67,104	100%	$ 67,104
Design Development	15%	$ 100,656	70%	$ 70,445
Consruction Documents	42%	$ 281,837	70%	$ 197,245
DSA backcheck and approval	5%	$ 33,552	80%	$ 26,838
Bidding	3%	$ 20,131	100%	$ 20,131
Construction Administration	20%	$ 134,208	100%	$ 134,208
DSA Closeout	5%	$ 33,552	100%	$ 33,552
Totals	**100%**	**$ 671,041**		**$ 549,524**

Fee Redistribution per Phase		$ 549,524	Percentage Charged	Fee $ 549,524
Schematic	10%	$ 54,952	100%	$ 54,952
Design Development	15%	$ 82,429	100%	$ 82,429
Consruction Documents	42%	$ 230,800	100%	$ 230,800
DSA backcheck and approval	5%	$ 27,476	100%	$ 27,476
Bidding	3%	$ 16,486	100%	$ 16,486
Construction Administration	20%	$ 109,905	100%	$ 109,905
DSA Closeout	5%	$ 27,476	100%	$ 27,476
Totals	**100%**	**$ 549,524**		**$ 549,524**

Total Proposed Fee **$ 549,524**

EXHIBIT "G"

PROJECT SCHEDULE

Below represents Project Schedule for Phase 1 of project

Description of Deliverable/Activity	**Dates**	
	Start	**Finish**
Programming/Pre-Design	10/15/12	11/01/12
Schematic Design Phase	11/01/12	12/01/12
Design Development Phase	12/01/12	01/01/13
Construction Document Phase	01/01/13	03/01/13
DSA Submittal/Review Phase	03/01/13	06/15/13
DSA Approval	06/15/13	07/01/13
Bid Phase	07/01/13	08/01/13
Bid/Award/Contract Mobilization	08/01/13	09/01/13
Construction Phase	09/01/13	08/15/14

EXHIBIT "H"

FINGERPRINTING REQUIREMENTS

ARCHITECT CERTIFICATION

With respect to the Agreement dated _____ 20___ by and between the O'Farrell Community School Client ("Client") and _____ ("Architect") for the provision of architectural services, Architect hereby certifies to Client's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with Client pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ _____

Contractor's Representative Date

ARCHITECT EXEMPTION

Pursuant to Education Code section 45122.1, the O'Farrell Community School Client ("Client") has determined that _____ ("Architect") is exempt from the criminal background check certification requirements for the service Agreement dated _____ 20___ by and between Client and Architect ("Agreement") because:

___ Architect's employees will have limited contact with Client students during the course of the Agreement; or

___ Emergency or exceptional circumstances exist.

_____ _____

Client Official Date

ARCHITECT'S CONSULTANT CERTIFICATION

The O'Farrell Community School Client ("Client") entered into an agreement for architectural services with _____ ("Architect") on or about _____ 20___ ("Agreement"). This certification is submitted by _____, a consultant to Architect for purposes of that Agreement ("Consultant"). Consultant hereby certifies to Client's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with Client pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ _____

Consultant's Representative Date

ARCHITECT'S CONSULTANT EXEMPTION

The O'Farrell Community School Client ("Client") entered into an agreement for architectural services with _____ ("Architect") on or about _____, 20____ ("Agreement"). Pursuant to Education Code section 45122.1, Client has determined that _____, a consultant to Architect for purposes of that Agreement ("Consultant"), is exempt from the criminal background check certification requirements for the Agreement because:

___ The Consultant's employees will have limited contact with Client students during the course of the Agreement; or

___ Emergency or exceptional circumstances exist.

_____ _____

Client Official Date

EXHIBIT "I"

MONTHLY PROGRESS REPORT

Period Ending

Date:

School Name(s):

Contract No.:

Invoice No.:

In accordance with the Contract Agreement between Architect and O'Farrell Community SchoolClient (Ref.:***Type in your Contract No.***), Article 5(b); Monthly Payments may be paid upon receipt of evidence of Services rendered with Architect's monthly statement, and with Client's approval. Submittal of a monthly progress report, certified by Architect, shall detail accomplishments in the past month, work anticipated in the coming month and outstanding issues shall constitute evidence of Services rendered.

Accomplishments (past month):

-
-
-
-

Work in Progress (next month):

-
-
-
-

Outstanding Issues:

-
-
-

The Information provided in this progress report has been verified by Architect for this Project.

CERTIFIED BY:

_____

Project Architect Date

EXHIBIT "J"

LISTING OF ARCHITECT'S AUTHORIZED SUBCONSULTANTS

CIVIL ENGINEERS:	Snipes-Dye 8348 Center Drive Ste G. La Mesa, CA 91942
STRUCTURAL ENGINEERS: (for covered walk and gymnasium)	Wiseman+Rohy Structural Engineers 9915 Mira Mesa Blvd. Ste.200 San Diego, CA 92121
MECHANICAL/PLUMBING ENGINEER: (for gymnasium)	BSE Engineering, Inc. 9665 Chesapeake Dr., Suite 365 San Diego, CA 92123
ELECTRICAL ENGINEER:	FBA Engineering 3420 Irvine Avenue Newport Beach, CA 92660
COST ESTIMATING:	Campbell Anderson & Associates, Inc. 9404 Genesee Avenue, Suite 300 La Jolla, CA 92037
LANDSCAPE ARCHITECT:	IBI Group to provide service

ALL OTHER SUBCONSULTANTS, NOT NAMED ABOVE, MUST BE PREAPPROVED, IN WRITING, BY THE CLIENT BEFORE ANY WORK CAN COMMENCE RELATED TO THIS PROJECT.