BOARD AGENDA ITEM

TO: Board of Trustees

FROM: Bryan McCabe, Superintendent/Principal

RE: Discussion of proposals for professional services to complete the

Measure C renovation project

At the December 1 Board meeting, the Board discussed the use of a project manager to coordinate the Measure C renovation project instead of an architect. The primary services we are requesting in this role include managing the entire project through construction including architectural, mechanical, structural, and electrical services.

These professional services would comprise:

 pre-construction management including the development of plans and specifications,

submitting plans to the Division of State Architect (DSA) for approval,

managing the public bid process,

monitoring the construction in the field,

 and managing the project close out including meeting all requirements for DSA certification.

I contacted several project managers regarding their proposed services and reviewed the services proposed by Kruger Bensen Ziemer (KBZ), the architectural firm we worked with on the development of the Master Plan and the field renovation project. Also, I interviewed two other architects with extensive experience in school construction. Included in the Board's packet is a proposal from the Tynan Group for project management services, and a proposal from KBZ. (The KBZ proposal will be available Monday afternoon and at the Board meeting.)

In addition, I consulted with two attorneys familiar with school construction. Both attorneys provided me with preliminary information, and are willing to provide comprehensive legal opinions if requested by the District. Both attorneys recommend the use of an architect due to legal requirements and the necessity to comply with Field Act requirements and interact with the DSA.

Here is an overview of some of the applicable laws.

School construction and renovation projects are governed by the Field Act, which is found at Education Code sections 17280 to 17317 and 17365 to 17374. The Field Act references and incorporates the California Building Standards Code, which contains voluminous requirements covering everything from structural elements, electrical, mechanical, to plumbing and more.

The Division of the State Architect (DSA) is the state agency charged with the responsibility of supervising and overseeing school projects. DSA has jurisdiction over all school renovation projects that exceed \$25,000 and all new construction projects (Ed. Code sect. 17280 and 17295), and for enforcing compliance with disability access laws. Subject to certain exceptions, plans, specifications, and estimates must be prepared for submission to and approval by DSA, and they must be prepared by a licensed architect or other licensed professionals. (See, Ed. Code sect. 17295(b) and 17302.)

Whether or not DSA approval of a project is required, I [attorney from LCW] generally recommend that school district clients obtain DSA approval of any project where there are life or safety issues. The reason is that in the case of injuries to students or other persons due to the design of a school facility, the District has a statutory defense under the California Tort Claims Act if the design of the facility was approved by DSA or another governmental entity. Although there are no court cases, several California Attorney General Opinions have held that where a project is required to comply with the Field Act and it does not, under certain circumstances the District's board members may be held individually and personally liable for injuries caused by the non-compliance. The Attorney General Opinions are not binding authorities but could be persuasive to a court.

Below are the key issues to consider in the decision to hire a project manager or an architect to lead the renovation project.

Project Manager

A project manager appears to be less expensive than an architect. The Tynan Group's Proposal for Services is hourly with a "not to exceed" fee of \$50,000. This fee does not include architect and engineer services. KBZ's estimate for complete project management including architectural and engineering services is 12% or \$240,000 of a \$2 million project.

The project manager is just that – a manager of the entire project. In that role, the project major functions more as the "owner's rep" who represents the district in all interactions with contractors, architects, and engineers.

I have not identified a project manager who has experience in school construction. Dealing with public school construction laws and requirements including obtaining DSA approval and certification is unique to other construction.

Architect

The District cannot do the renovation projects without an architect or licensed design professional (structural engineer). The District may not need an architect for every aspect of the project, but having the architect who has the primary responsibility role with some aspects of the project, not have oversight responsibility for the entire project, may be problematic or put the District out of compliance in some areas. The unique nature of public school construction with the public low bid requirement and the strict compliance issues from the state

12.D.2.

necessitates a construction manager with a thorough understanding of these issues. From my investigation the past month, the school architect best fills the role of project leader.

The renovation project must be approached as a complete project both from a practical standpoint and legally. The California Building Code states "The obligation to provide access may not be evaded by performing a series of small alterations . . . " Some districts have found themselves with compliance issues by contract splitting jobs to stay under the \$15,000 bid limit. The requirement to obtain DSA approval triggers the additional requirement that all submittals of project applicantions, identified inspectors, project oversight, and close out paperwork for certification be filed by a licensed architect.

I think that one reason for the consideration of not using an architect to manage the modernization project was the perception that a modernization project requires less design work, and therefore less architect time is needed. The architects I spoke with all stated that a modernization project is more labor intensive for the design professional than a construction project. The state guidelines for architect fees set a 12%-fee as the starting point-for-modernization projects and only a 9% fee for new construction.

Summary of Findings

In summary, public school construction is unique to all other forms of construction. The strict specifications to obtain DSA approval at the start of a project and DSA certification at the end of project require a licensed professional with knowledge of the state laws and experience working through the DSA process. I believe Joe Wilcox and KBZ Architects have the knowledge, the experience, and the skills to make the Cold Spring School renovation project a success aesthetically, structurally, functionally, and legally. Kappen has created a classroom and school modernization package that has been used to renovate schools in the Goleta Union School District, the Santa Barbara School District, and the Carpinteria School District. They know the territory and their expertise will be invaluable to our staff and Board.

I recommend that the Board of Trustees approve the Proposal for Professional Services for the school renovation project with Kruger Bensen and Ziemer.

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12.D.3.

Classroom Renovations

Rooms 1-3

new carpet new flooring new cabinets

instructional wall system (rooms 2 & 3)

new sink

upgrade lighting exterior doors/closers

Room 4-5

new carpet new flooring new cabinets

instructional wall system

upgrade lighting

Rooms 6-7

new carpet new flooring new cabinets

instructional wall system

upgrade lighting exterior doors/closers

Rooms 8-10

cabinet upgrade -- remove computer shelf added carpets

Kindergarten

N/A

Library

instructional wall system

Auditorium

N/A

Music Room

N/A

Restrooms

primary boys, girls, & adult

new flooring new sinks/fixtures

new stalls

walls -- tile and paint

School wide

digital clock system intercomm system lighting -- motion sensors

CONFERENCE
Discussion and/or Action
January 12, 2009
February 5, 2009

BOARD AGENDA ITEM

TO:

Board of Trustees

FROM:

Bryan McCabe, Superintendent/Principal

RE:

Discussion of proposals for professional services to complete the

Measure C renovation project

At the earlier Special Session, the Board interviewed four firms interested in providing professional services for the bond renovation project. This agenda item provides an opportunity for the Board to discuss the firms qualifications and consider next-steps. The Board may also approve the selection of one of the firms at this time.

A tentative timeline of the renovation projects is provided below.

February/March 2009 Select architectural/project management firm

April/May 2009 Design process with community, staff, and Board

June/August 2009 Project design and specifications finalized by architect

and other professionals. Approved by Board

September/November Plans submitted to Division of State Architects (DSA)

that require DSA approval

January/February 2010 Revisions, resubmittal to DSA as necessary

March 2010 Public bid of project and bid award by Board

June/August 2010 Renovation work

CONFERENCE
Discussion and/or Action
January 12, 2009
February 5, 2009
March 2, 2009

BOARD AGENDA ITEM

TO:

Board of Trustees

FROM:

Bryan McCabe, Superintendent/Principal

RE:

Discussion of proposals for professional services to complete the

Measure C renovation project

At the February Board Meeting, the Board directed me to request fixed fee "not to exceed" proposals with scope of work from the three architectural firms that presented at the meeting. All three-firms responded and those proposals are included with this agenda item.

Below is a summary of the contents of the proposals. The level of specificity varies among the proposals, which may affect the "apples to apples" comparison that the Board is seeking and may account, in part, for the large variance in fees. I am in the process of seeking clarification from the architects on some items, and I will report any additional information at the Board Meeting.

Scope of Work (Referenced in the proposals)

KBZ	PSWC	PMSM
Pre-design	Preliminary Design	
Schematic Design		
Design-Development	-Design Development	
Drawings	- '	-
Construction Documents	Construction Documents	Construction Documents
Bidding Assistance	Bid	Bidding Assistance
Construction	Construction	Construction
administration		administration

Total Not-to-Exceed or Fixed Fee Proposed

	#170 C1C	#12F 000	0440 000
	\$178,616		\$119.000
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Meetings Identified in the Proposals

Phases	KBZ	PSWC	PMSM
Pre-design &	Meetings with	3 meetings Design	Meet with team
Design	school reps – 8	Committee	
Development	hours	1 meeting M&O	
		1 meeting Board	
Construction docs	Meeting with DSA	1 meeting Design	Meeting with DSA
		Committee	
		1 meeting M&O	٠
		1 meeting DSA	
		1 meeting Board	
Bidding	Pre bid meetings –	1 pre bid meeting	Pre bid meeting
	6 hours	_	
Construction	Weekly	10 meetings	1 preconstruction
	construction	(weekly)	4 site visits
	meetings		_(biweekly)

Proposed fixed fees include . . .

Work	KBZ	PSWC	PMSM
Outside of scope	No	No	No
of work			
identified by			
District			
Surveys	No	No	No
Testing			
Inspections			
Hazardous	,		
materials			
Civil Engineering	Yes -	Not specified	No
Mechanical	Yes	Not specified	Not specified
Engineering			~
Electrical	Yes	Not specified	Not specified
Engineering		_	
Structural	No	Not specified	No
Engineering		•	
Travel	Yes	Yes	No
Cost of detailed	Yes	Not specified	No
construction costs		-	
estimates			

5.B.L.



February 20, 2009

Dr. Bryan McCabe, Superintendent 2234 Sycamore Canyon Road Santa Barbara, CA 93108

DONALD ZIEMER STEVEN DOWTY JOE'S WILCOX DAWN SOPHIA ZIEMER Associate AIA TODD A JESPERSEN

KENNETH C KRUGER FAIA, RETIRED 1990

DONALD BENSEN

FRANK G LA BARGE AIA, RETIRED 2001

Attn: Dr. Bryan McCabe, Superintendent

Cold Springs School District Architectural Services

Dear Dr. McCabe,

Kruger Bensen Ziemer Architects, Inc. (KBZ) is pleased to provide our "Not to Exceed" fixed fee proposal and defined scope of work as requested in your Feb. 11, 2009 letter:

Scope of Work

KBZ will provide pre design, schematic design, design development drawings, construction documents (plans and specifications), bidding assistance, and construction administration professional services for your campus modernization project. Please review our attached "cost proposal matrix". This matrix provides detailed descriptions of the work provided for each phase. This proposal based on the "Campus Modernization List" is assuming that there will not be any major renovations requiring a structural engineer.

Not-to-Exceed Fee

Our fee for professional services breaks down by discipline as follows:

Architectural Civil Engineering	\$124,929 \$15,359
Mechanical Engineering	\$18,029
Electrical Engineering	\$16,219
Estimator	\$4,080
Total	\$178,616

This fee includes all travel time to and from the campus as well as all travel time to and from the Division of the State Architect's offices in Los Angeles.

Proj No.: 620-09007

File No.: I a

5.63



Page 2
Dr. Bryan McCabe
Re: CSS District Architectural Services

Campus Modernization List

Classroom Renovations

Rooms 1-3

New carpet New flooring

New cabinets

Instructional wall system (rooms 2 & 3)

New sink

Upgrade lighting

-Upgrade-electrical-outlets-

Exterior doors/closers

Paint all wall surfaces

Rooms 4-5

New carpet

New flooring

New cabinets

Instructional wall system

Upgrade lighting

Paint all wall surfaces

Rooms 6-7

New carpet

New flooring

New cabinets

Instructional wall system

Upgrade-lighting

Upgrade electrical outlets

Exterior doors/closers

Paint all wall surfaces

Rooms 8-10

Cabinet upgrade - remove computer shelf

Added carpets

Library

Instructional wall system- Locate on the North Wall

Restrooms

Primary boys, girls, & adult

New flooring

Proj No.: 620-09007

File No.: La

5.B.4.



Page 3 Dr. Bryan McCabe Re: CSS District Architectural Services

New sinks/fixtures Walls – tile and paint

School wide

Digital clock system Intercom system Lighting – motion sensors Replace rain gutters rooms 1-7

This proposal focuses on the scope of work requested. Extra services may be required upon any additional work requested or required by the Division of the State Architect.

Thank you for the opportunity to be of service.

Very Truly Yours,

obe S. Wilcox, Architect

KRUGER BENSEN ZIEMER ARCHITECTS, INC.

Proj No.: 620-09007

File No.: I a

5.65.

COLD SPRING SCHOOL CAMPUS MODERNIZATION Cost Proposal Matrix

COLD SPRING SCHOOL MODERNIZATIO								2.13.09
	PROFESS Hours		rate	Sub total	SUB PR Hours		SIONAL Sub total	
PRE DESIGN PHASE Archive Search		1						TOTAL
Cad Documentation		1	150 150	150 150	2 12	95 95	190 1140	\$340 \$1,290
Site Fletd/Building Verifications Code Check		4	150	600	8	95	760	\$1,360
ADA Site Review		4	150 150	150 600	4 8	95 95	. 380 . 760	\$530 \$1,360
Identify Topography Maps needed		4	150	600	8	95	760	\$1,360
	sub total			2250			3990	\$6,240
SCHEMATIC DESIGN PHASE								70,2.0
Civil Engineer Design Input		4	150	\$600	12	95	\$1,140	\$1,740
Mechanical Consultant Design Input Electrical Consultant Design Input		4	150	\$600	8	95	\$760	\$1,360
Schematic Design Options		4 8	150 150	\$600 \$1,200	8 40	95 95	\$760 \$3,800	\$1,360 \$5,000
Site Layouts		12	150	\$1,800	24	95	\$2,280	\$5,000 \$4,080
Interior Elevation Designs /Cabinets Meetings with School Representatives		6 4	150 150	\$900 \$600	24 4	95	\$2,280	\$3,180
Final Design Drawing and Approval		6	150	\$900	24	95 95	\$380 \$2,280	\$980 \$3,180
	sub total			\$7,200			\$13,680	
DESIGN DEVELOPMENT PHASE				4.,200			Ψ10,000	\$20,880
Architectural Design		12	150	\$1,800	36	95	\$3,420	\$5.000
Additional Field Verifications		4 '	150	\$600	8	95	\$760	\$5,220 \$1,360
Civil Engineering Mechanical Design		·8~ 8	150 150	*1,200 *1,000	24	95	\$2,280	\$3,480
Electrical Design		8	150	\$1,200 \$1,200	24 24	95 95	\$2,280 \$2,280	\$3,480 \$3.480
ADA Signage Design		8	150	\$1,200	16	95	\$1,520	\$2,720
School Committee Review Design Development Drawing Package		6 16	150 150	\$900 \$2,400	8 40	95 95	\$760 \$3,800	\$1,660
Meetings with School Representatives		4	150	\$600	6	95	\$5,600 \$570	\$6,200 \$1,170
DSA Progress Review		8	150	\$1,200	8	95	\$760	\$1,960
	sub total			\$12,300			\$18,430	\$30,730
CONSTRUCTION DOCUMENT PHASE								
50% Architectural drawings 50% Consultant Drawing Review		16 4	150 150	\$2,400 \$600	40	95	\$3,800	\$6,200
90% Architectural Drawings		16	150	\$2,400	16 40	95 95	\$1,520 \$3,800	\$2,120 \$6,200
90% Consultant Drawing Review 90% Construction Cost Estimates		4 8	150	\$600	. 16	95	\$1,520	\$2,120
Mechanical Consultant		24	150 150	\$1,200 \$3,600	16 80	95 95	\$1,520 \$7,600	\$2,720 \$11,200
Electrical Consultant Civil Engineering		16	150	\$2,400	60	95	\$5,700	\$8,100
ADA Signage Design		24 4	150 150	\$3,600 \$600	40 16	95 95	\$3,800 \$1,520	\$7,400 \$2,130
Specifications		8	150	\$1,200	40	95	\$3,800	\$2,120 \$5,000
Finalize and submit for plan check DSA Paperwork		8 8	150 150	\$1,200 \$1,200	24 4	95 95	\$2,280	\$3,480
100% Construction Cost Estimates		12	150	\$1,800	24	95 95	\$380 \$2,280	\$1,580 \$4,080
Final DSA Backcheck		8	150	\$1,200	12	95	\$1,140	\$2,340
BIDDING PHASE	sub total			\$24,000			\$40,660	\$64,660
Coordination with District Documentation Pre-Bid meetings		8 6	150 150	\$1,200	12	95	\$1,140	\$2,340
Answer RFI's		12	150	\$900 \$1,800	8 36	95 95	\$760 \$3,420	\$1,660 \$5,220
Mechanical Consultant Electrical Consultant		1 2	150	\$150	4	95	\$380	\$530
Civil Engineering		.2	150 150	\$300 \$300	4 4	95 95	\$380 \$380	\$680 \$680
Produce-Addenda/Process-DSA		12	-150	\$1,800	24.	95	\$2,280	\$4,080
\$	sub total			\$6,450			\$8,740	\$15,190
CONSTRUCTION ADMINISTRATION Pre Construction Conference			450	***				
Weekly Construction Meetings		4 24	150 150	\$600 \$3,600	4 24	95 95	\$380 \$2,280	\$980
Submittal Reviews/Logs		12	150	\$1,800	36	95	\$3,420	\$5,880 * \$5,220
RFI Response/Logs Proposal Requests/Logs		12 8	150 150	\$1,800 \$1,200	24	95	\$2,280	\$4,080
Change Order Processing/Logs		4	150	\$1,200 \$600	16 16	95 95	\$1,520 \$1,520	\$2,720 \$2,120
DSA ChangenOrder Processing Mechanical Consultant		4	150	\$600	16	96	\$1,536	\$2,136
Electrical Consultant		4 4	150 150	\$600 \$600	12 24	95 95	\$1,140 \$2,280	\$1,740 \$2,880
Civil Engineer		8	150	\$1,200	12	95	\$1,140	\$2,340
Punch List As Built Documentation		12 4	150 150	\$1,800 \$600	24	95 05	\$2,280	\$4,080
Final DSA Documentation/ Close Out		8	150	\$1,200	36 16	95 95	\$3,420 \$1,520	\$4,020 \$2,720
s	ub total			\$16,200			\$24,716	\$40,916
				• -		,		4.0,010

Total Fee

\$178,616

5.B.E.



Feb. 24, 2009

Brian McCabe, Ph. D. Superintendent / Principal 2243 Sycamore Canyon Road Santa Barbara, CA 93108

Re: Cold Spring Elementary-School Modernization (7 Classrooms / Toilets) Measure C Projects

Dear Dr. McCabe,

It is with pleasure that PSWC Group Architects offers its fixed fee for architectural and engineering services related to the modernization of 7 classrooms; 2 student restrooms; school intercom upgrades and clock system upgrades; ADA upgrades; and general upgrades related to site work.

Fixed Fee: \$135,000

With fixed fees for services, scope definition is fixed as well. The scope has been defined within your Measure C Project List as reproduced from the pages of your RFQ dated January 26, 2009, attached as Exhibit A.

You-indicated that as—built-drawings of the 7-classrooms are available. We will need to make copies of these to expedite the development of "base plans" to organize on—site consultant and architectural verification, photo documentation and coordination.

During the Preliminary and Design Development Phases of the project design, 3 meetings with the design advisory committee members and 1 meeting with the M&O are included. 1 presentation to the Governing Board is also included for design review and approval. The fixed fee excludes I renderings or perspectives.

During the Construction Document Phase, 1 meeting with the design advisory committee and 1 meeting with the M&O is included. 1 meeting with DSA for project introduction and 1 meeting with the Governing Board to make a final presentation is included. All meetings with DSA required to gain their approval of our application are included.

5.81

Within the Project List, new sinks, upgrade lighting, upgrade electrical outlets, digital clock system, intercom system, and lighting motion sensors are included. The electrical engineer's fee is based on simple replacement of existing with new devices, fixtures and equipment not requiring an increase in electrical services (distribution system) and conduits.

During the Bid Phase, we will assist the district in the preparation of the advertisement for bid, answer RFI's, coordinate 1 pre - bid site meeting for bidders and aid district personnel in bid opening and evaluations.

During the Construction Phase our fixed fee includes 10 meetings (1 meeting per week X 10 weeks). It also assumes a general contractor construction process (multi - prime contracts increases paper work substantially). The construction phase is assumed to be complete within one construction period – not phased. Coordination of hazardous materials abatement shall be performed by others.

Coordination & resolution of unforeseen conditions could be extra services not included under the fixed fee. Examples of unforeseen conditions could be as follows: excessive moisture @ concrete floor slabs on grade; floor anomalies which require grinding or filling; discovery of dry – rot; termites, etc. which require structural replacement; inadvertent removal / severance of electrical conduit or plumbing during existing concrete slab removal during the construction process and unknown soils conditions.

Other circumstances that might trigger extra services are: previous DSA projects not closed out; DSA additional requirements which surface during construction and / or design-not-directly-related to the modernization of the 7 classrooms and related toilets; delay caused by general contractors failure to perform and / or address construction deficiencies, etc.

We offer assistance to the district if and when unforeseen conditions arise; with extra services based upon defined scope and fees. Refer to the hourly fee schedule attached as Exhibit B.

In addition to the fixed & extra services fees, reimbursement for expenses reasonably incurred in connection with the provision of services at direct cost plus 10% is standard practice. Reimbursement shall apply to the following:

1. Reproduction of drawings and specifications

2. Fees advanced for securing approval of authorities having jurisdiction over the project.

5.B8

Excluded from our services and provided directly by the district, are: surveys, testing & inspection services & hazardous material abatement.

We assume that the preliminary scheduling as presented to the Board on Feb. 5, 2009 shall establish rough project timing, and is attached as Exhibit C.

We anxiously await your decision and are immediately available to begin work on your project as soon as possible in order to deliver your project to DSA.

If you should have further questions, please contact me at (909) 890-2233 office or (909) 214-5267 mobile.

Respectfully,

James M. Stinson

President, PSWC Group Architects

Exhibit A

Classroom Renovations

Rooms 1-3

new carpet
new flooring
new cabinets
instructional wall system (rooms 2 & 3)
new sink
upgrade lighting
upgrade electrical outlets
exterior doors/closers
replace or remove false ceiling
paint all wall surfaces

Room 4-5

new carpet
new flooring
new cabinets
instructional wall system
upgrade lighting
paint all wall surfaces

Rooms 6-7

new carpet new flooring new cabinets instructional wall system upgrade lighting upgrade electrical outlets exterior doors/closers paint all wall surfaces

Rooms 8-10

cabinet upgrade -- remove computer shelf added carpets

Kindergarten

N/A

Library

instructional wall system

Auditorium

N/A

Music Room

N/A

Measure C Project List

Exhibit A

Restrooms

primary boys, girls, & adult new flooring new sinks/fixtures new stalls walls -- tile and paint

School wide

digital clock system intercomm system lighting -- motion sensors repalce rain gutters rooms 1-7

5.B.II.

FEE PROPOSAL HOURLY BILLING

Controller:

Exhibit B

1/1/09

HOURLY BILLIN	G RATE SCHEDULE	
Principals:	Jim Stinson Steve Varner	\$180.00 \$180.00
	Greg Hammers	\$180.00
Sr. Associates:	Jim McGregor	\$145.00
	Kevin Emanuel	\$145.00
	Roy Gutierrez	\$125.00
	Susan Ahan	\$125.00
	Mandy Porter	\$125.00
Associates:	Joe Gonzales	\$ 85.00
	Edgar Camacho	\$ 85.00
	Dan Shinar	\$ 85.00
	Rey Gonzales	\$ 85.00
CAD Operators:	Chris Hackett	\$ 65.00
	Cory Wissenbeck	\$ 65.00
	Rod Wissenbeck	\$ 65.00
	Tyler Wissenbeck	\$-65.00
Office Manager:	Evan Winter	\$ 55.00
Office Assistant	Kathy Martin	\$ 50.00

Marla Chard

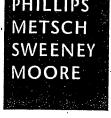
\$ 85.00

Exhibit C

FEB	2009	Programming / Design
APR	2009	DSA Partnering Meeting
ADD :	2000	
APR	2009	Construction Doc's
JUL	2009	Submit to DSA
JAN	2010	Obtain DSA Approval
JAN	2010	Bid
FEB.	2010	Open / Award Bid
MAR	2010	Contract(s) Submittals Approval
MAR	2010	Contractor(s) Order Long Lead Items
JUN	2010	Abatement
JUN	2010	Construction
AUG	2010	Occupy

27 February 2009

Dr. Bryan McCabe, District Superintendent Cold Spring School District 2243 Sycamore Canyon Road Santa Barbara, CA 93108



ARCHITECTS

Subject:

Cold Spring School Modernization Project

Dear Dr. McCabe:

As we recently discussed, the Cold Spring School District is requesting assistance with preparation of the construction documents, bidding and construction administration for the scope of work outlined below. This work will include classrooms 1-10, the library and one each boys, girls, and unisex staff restrooms. In addition a campus-wide clock system, intercom system, and lighting motion sensors are to be included in the design.

We have reviewed the site and propose the following to accomplish the task of preparing construction documents, securing DSA approval, assisting with bidding and construction administration of the project.

SCOPE OF SERVICES AND FEES

Construction documents and DSA approval

We will prepare construction documents and submit them to the DSA for the following scope of work in the following spaces:

Rooms 1-3: New carpet/flooring, new cabinets, instructional wall (rooms 2 and 3) upgrade of electrical outlets, new sinks, upgrade lighting, new exterior doors/closers, new ceiling, and paint throughout

Rooms 4-5: New carpet/flooring, new cabinets, instructional wall, upgrade lighting, and paint throughout

Rooms 6-7: New carpet/flooring, new cabinets, instructional wall, upgrade of electrical outlets, upgrade lighting, new exterior doors/closers, and paint throughout

Rooms 8-10: Cabinet upgrade and removal of computer shelf, add carpet

Library: Add instructional wall system

Restrooms: At one each of the boys, girls, and unisex staff restrooms, we will include new layout, partitions, and fixtures to meet DSA accessibility requirements, with new flooring and wall tile/ paint throughout.

Campus-wide: We will design a campus-wide clock and intercom system, motion sensors on the existing lighting in other spaces and rain gutters on rooms 1-7.

In order to accomplish this task, we will meet with you and/or your team to establish the layout of the rooms and prepare a preliminary plan for your comments and approval. Once this plan is approved, we will meet with the DSA at a "scoping meeting" to finalize the required scope of the project. We will proceed with the

STEPHEN METSCH
FRED L. SWEENEY
JAMES E. MOORE IV
ANTHONY PALAZZO
ALAN KROEKER
KRISTIN STORY
JARED M. HURLEY
STEPHEN C. LANE
JUAN BELTRANENA

AIA AIA AIA AIA AIA AIA AIA

FAX 805 925-2490

construction documents phase of the project and complete the construction documents for submittal to the DSA. We will submit three sets of drawings and specifications to the DSA and one set to the District for review and comment.

We will attend one back check meeting with DSA (required by their office) to secure final approval of the drawings and specifications. Once project approval is secured, we will prepare the drawings for bidding and coordinate with the District's printer to get approved drawings printed for bid.

Fee for Construction Documents and DSA approval

\$67,900

Bidding Assistance

We will assist the District in bidding the project by providing a format for issuance for the drawings by the District, assisting the District with review of the District's General Conditions, answer bid RFIs, and issue addenda to bidders. We will provide the District with a pre-bid agenda and hold a pre-bid job walk with potential bidders.

Fee for Bidding Assistance

\$6,900

Construction Administration

We will attend one preconstruction meeting and attend 4 site visits and meetings during the 8 week construction period. We will respond to contractor RFIs, issue field clarifications, issue change drawings to the DSA and coordinate with the District's Inspector of Record (IOR) during construction. We will issue change orders and field change directives to the DSA and coordinate the project closeout at the DSA. We will attend one punchlist with the contractor and IOR at the completion of the project. It is anticipated the construction will last 2 months. We will provide a dedicated project manager for the project during the construction phase to perform these services.

Fee for Construction Administration

\$44.900

Total Professional Services Fee

119 700

Services will be performed under the direction of Anthony Palazzo AIA, license number C-29150.

We will bill you monthly on a percentage of completion basis. You will pay us within 30 days of the billing date. We reserve the right to stop work at any time that your account is not current. You are entitled to a copy of all work, reproduced at your expense, when your account is current.

Either of us may terminate this agreement for any reason by seven days' written notice. We agree to stop work immediately upon receiving your notice, except for reasonable time during the seven-day notice period to put the documents in order and to close down the project; you agree to pay us for such work.

This proposal is valid for 60 days from the date listed in the heading of this letter.

If this proposal meets with your approval, please sign both copies of this letter, retain one for your records, and return the other to us.

If additional work not noted above is required by the DSA, we will develop a scope of work and cost for that work and obtain approval from the District, prior to

commencing with the work required. Please see the attached list of exclusions for additional information.

Reimbursable expenses such as travel to the DSA, printing, mileage and other reimbursable costs will be billed at 1.15 times the actual cost

Attached to this letter and forming part of the agreement are our General Conditions for Architectural Services. In the General Conditions, "Architect" means Phillips Metsch Sweeney Moore Architects and "Owner" means Cold Spring School District. Please initial a copy of the General Conditions to indicate your approval and return it to us with your signed copy of this letter. This letter and its attachments will form our agreement for architectural services.

We are excited about working on this project. The community will greatly benefit from the services that it will provide. Thank you for your interest in our firm and for this opportunity to be of service. We look forward to working with you on this unique project.

Sincerely,

ANTHONY PALAZZO BY PROPERCO CEPTEZ

Anthony Palazzo, AIA

Accepted by:

District Representative

Enclosures

Exclusions:

Please note that the following work is not included in our fees described above:

- Agency approval services other than D\$A approval
- Structural engineering, civil engineering, landscape design
- Costs to procure site survey
- Seismic and/or soil test reports, percolation reports
- Plan check or building permit fees
- · Bid advertising, bid set printing
- Travel expenses
- LEED certification
- Detailed cost estimate/budgeting
- Savings by Design or CHIPS program initiatives that require special engineering
- Costs to procure survey, seismic and/or soil tests and reports
- School signage or marquee design
- Energy management controls
- As-built plans of existing campus for fire alarm interface
- Studies concerning construction noise impact or mitigation
- Expert witnessing of laboratory or field tests on equipment that may have to meet specific acoustical requirements of this project prior to installation
- CCTV, security systems, access control, telephone systems, and intercom
- Assumes utility services are readily available at project-site. Excludes off
 site utility coordination and design for the extension of services to property.
- Final application for service, fees, excess wire charges, engineering retainers, etc. that may be required of the Owner by each utility
- Under grounding and or relocation of any existing utility services along property frontage or required to accommodate project
- Off site (beyond property line) electrical and street lighting work
- Sign lighting compliance forms (required by Title 24) for internally lit signs
- Emergency generator and related emergency distribution system
- Lighting protection system design
- Solar power systems
- Custom lighting fixture designs

5.6.17

- Active electronics for data distribution (routers, servers, etc.)
- Specification of customer-owned telephone cabling between buildings, terminations and fusing beyond the telephone utility minimum point of entry
- Field monitoring with recording ammeter to determine existing load and capacities
- Detailed cost comparisons between optional system and or systems life cycle cost analysis
- California Title 24 acceptance verification, testing or reviews
- · Fire sprinkler design and calculations
- On site gas, sewer and plumbing design outside of building footprint
- All other services not noted in the scope of work listed above

CONFERENCE
Discussion and/or Action
January 12, 2009
February 5, 2009
March 2, 2009
ACTION
March 9, 2009

BOARD AGENDA ITEM

TO:

Board of Trustees

FROM:

Bryan McCabe, Superintendent/Principal

RE:

Approval of proposal by Phillips Metsch Sweeney Moore (PMSM) Architects for professional services to complete the

Measure C renovation project

At last weeks Board Meeting, the Board tentatively approved the Proposal by PMSM Architects for professional services for the Measure C renovation project. The Board requested that PMSM revise the Proposal to include additional predesign meetings, additional meetings during construction, and include travel expenses. The Board also questioned the absence of structural and civil engineering fees in the Proposal.

Anthony Palazzo, who will be the principal architect from PMSM for the renovation project, responded to these questions. The revised proposal is included as a separate item in the Board Agenda Packet, with the revisions in red. Also, Mr. Palazzo will be present at the Board Meeting to respond to the questions regarding the engineer services and fees, answer any other questions the Board may have, and to discuss the initial pre-design and design steps that will take place once the Board approves the proposal.

A summary of the revisions includes:

- Two additional meetings with key design groups and the Board in the design phase;
 - Two additional meetings and site visits during the construction phase;
 - A fee for printing, travel, and DSA back check.

The cost of the proposal has increased from \$119,000 to \$126,700 plus \$3,990 for Direct Reimbursable expenses – printing, travel, and DSA back check.

I recommend that the Board of Trustees approve the Proposal from PMSM.

Bryan McCabe, Superintendent/Principal

11.A.

CONFERENCE
Discussion and/or Action
January 12, 2009
February 5, 2009
April 13, 2009

BOARD AGENDA ITEM

TO:

Board of Trustees

FROM:

Bryan McCabe, Superintendent/Principal

RE:

Report on the Measure C Renovation Project including a Project

Timeline and an updated Master Project List

Since the March meeting, Anthony Palazzo from PMSM Architects and I have met to review the Measure C Project List. Also, I surveyed the staff for input on the renovation of classroom space, and Anthony attended the April 8 Staff Meeting to introduce the project to the staff and begin a dialogue with them.

A tentative timeline of the renovation projects is included with this agenda item and an updated Project List.

COLD SPRING SCHOOL

Measure C Renovation Project

Tentative Timeline

Date/Time	Activity	Person(s) Responsible
March 16, 2009	Staff "wish list" for renovation projects	School staff
	submitted and summarized	Bryan McCabe
March 23, 2009	Wish list is reviewed and a Draft Master	Anthony Palazzo
	Project List is developed	Bryan McCabe
April 8, 2009	Anthony attends staff meeting for	Anthony Palazzo
	introduction and review of Draft Master	Bryan McCabe
2:45 pm	Project List	
April 13, 2009	Presentation of Project Timeline and Draft	Bryan McCabe
	Master Project List	
6:00 PM		-
April TBD 2009	Facility walk by PMSM	Anthony Palazzo
		PMSM staff
April 2009	Develop layout and preliminary plans	Anthony Palazzo
		PMSM staff
April – May 2009	Meet with small groups of teachers or	Anthony Palazzo
	individual staff for input on layouts	PMSM staff
		Bryan McCabe
Early May, 2009	DSA "scoping" meeting	Anthony Palazzo
		PMSM staff
May 11, 2009	Presentation of tentative layouts to Board	Anthony Palazzo
	for input	Bryan McCabe
May 12-25, 2009	Develop floor plan and sample interior	Anthony Palazzo
	elevations	PMSM staff
May TBD, 2009	Special Session Board Meeting to walk	Anthony Palazzo
	facility and review floor plans and	PMSM staff
	elevations	Bryan McCabe
	Western Committee of the Committee of th	School Board
May/June 2009	Final revisions of floor plans and	Anthony Palazzo
	elevations	PMSM staff
June 8, 2009	Board approval of renovation plan	Anthony Palazzo
		PMSM staff
		Bryan McCabe
		School Board
July/August 2009	Construction documents prepared	Anthony Palazzo
		PMSM staff
September 2009	Submittal of construction documents to	Anthony Palazzo
	DSA and to District	PMSM staff
September –	"Back check" meeting with DSA	Anthony Palazzo
December 2009	Revisions made	PMSM staff

March 2010	DSA approval Final construction documents developed	Anthony Palazzo PMSM staff
April 2010	Bid package developed	Anthony Palazzo PMSM staff Bryan McCabe
April 2010	Public bid process – advertised, pre-bid agenda, pre-bid walk, bid opening	Anthony Palazzo PMSM staff Bryan McCabe
May 12, 2010	Bid awarded by School Board	Bryan McCabe School Board
June 21, 2010	Project begins	

12. B.3.

COLD SPRING SCHOOL Measure C Renovation Project

Updated Project List April 8, 2009

Location	Common Projects	Unique to Room	Ouestions
Room 1	All new floor tile.	Instructional wall already	Modernization of restrooms
	All new carpet	installed	
	Tackable surface on all vertical surfaces		Replace some windows with
	New light fixtures	No curtains needed	dual glazed windows
	New ceiling tile		
	New sink counter, cabinet, and fixtures	Remove free standing bulletin	
	New countertops under north windows with a	board	
	combination of open and closed storage.		
	Computer counter under south window		
	Electrical outlet upgrade		
	LCD Project mounted on ceiling		
	Replace outside doors		
Room 2	All new floor tile.		Modernization of restrooms
	All new carpet		
	Tackable surface on all vertical surfaces		Replace some windows with
	New light fixtures		dual glazed windows
	New ceiling tile		
	Front of room new instructional wall with sliding		
	whiteboard and storage cabinets		nother to
	North window new countertops under windows		
	with a combination of open and closed storage.		Page
	South window Computer counter under south		
	window		
	Back of room New sink counter, cabinet, and		
	fixtures, new storage cabinets		
	New window coverings		3.40
	Electrical outlet upgrade		
	LCD Project mounted on ceiling		

Room 3	All new floor tile.	N C 2
	All new carpet	Modernization of restrooms
	Tackable surface on all vertical surfaces	Tomos conclued
	New light fixtures	diel elegal mindows with
·	New ceiling tile	duai giazed Windows
	Front of room new instructional wall with sliding	
	whiteboard and storage cabinets	
	North window new countertops under windows	
	with a combination of open and closed storage.	
	South window Computer counter under south	
	window	
	Back of room New sink counter, cabinet, and	
	fixtures, new storage cabinets	
	New window coverings	
	Electrical outlet upgrade	
	LCD Project mounted on ceiling	
Room 4	All new floor tile.	Add floor tile
	All new carpet	What wall should be "face "
	Tackable surface on all vertical surfaces	will for instructional with
	New light fixtures	Omit on interior de o
	New ceiling tile	Other on interior door?
	Front of room new instructional wall with sliding	
	whiteboard and storage cabinets	
	North window new countertops under windows	
	with a combination of open and closed storage.	
	Back of room New sink counter, cabinet, and	
	fixtures, new storage cabinets	
	New window coverings	
	Electrical outlet upgrade and light switch location	
	LCD Project mounted on ceiling	
Room 5	All new floor tile.	Add floor tile
	All new carpet	What wall should be "front"
	Tackable surface on all vertical surfaces	wall for instructional
	New light fixtures	Omit on intension done
	New ceiling tile	Cimit On Miterior GOOF?
	Front of room new instructional wall with sliding	

12.6.5

	whiteboard and storage cabinets	
	North window new countertops under windows	
	with a combination of open and closed storage.	
	Back of room New sink counter, cabinet, and	
	fixtures, new storage cabinets	
	New window coverings	
	Electrical outlet upgrade and light switch location	
Room 6	All new floor tile.	W/hot 2000 2001
	All new carpet	wildt goes on south Wall?
	Tackable surface on all vertical surfaces	
	New light fixtures	
	New ceiling tile	
	Front of room new instructional wall with sliding	
	whiteboard and storage cabinets	
	North window new countertops under windows	
	with a combination of open and closed storage.	
	Back of room New sink counter, cabinet, and	
	fixtures, new storage cabinets	
	New window coverings	
	Electrical outlet upgrade and light switch location	
	LCD Project mounted on ceiling	
Room 7	All new floor tile.	What goes on south wall?
	All new carpet	
	Tackable surface on all vertical surfaces	
	New light fixtures	
	New ceiling tile	
	Front of room new instructional wall with sliding	
	whiteboard and storage cabinets	
	North window new countertops under windows	
	with a combination of open and closed storage.	
	Back of room New sink counter, cabinet, and	
	fixtures, new storage cabinets	
	New window coverings	
	Electrical outlet upgrade and light switch location	
	מוווווום חוו מווווום חוו מפווווום	

Room K	Improve outside cabinets in patio area so that doors close – plastic bins that slide in an out		
Room 8	Fix skylights Mount project from ceiling		Computer counter? Carpet vs. tile
Room 9	Fix skylights Mount project from ceiling		
Room 10	Fix skylights Mount project from ceiling		
Room 11	Fix skylights Mount project from ceiling		
Library	Remove TV Sliding whiteboard cabinet	-	
Music Room	Redo computer countertop Shelving and storage design to comply with fire safety standards Mount projector on ceiling		
		-	

12.6.1

CONFERENCE
Discussion and/or Action
May 11, 2009

BOARD AGENDA ITEM

TO:

Board of Trustees

FROM:

Bryan McCabe, Superintendent/Principal

RE:

Update on the Measure C Renovation Project including

classroom schematics

Anthony Palazzo from PMSM Architects will be present to provide the Board with an update on the preliminary schematic designs for the classroom renovation project. After a brief presentation, Anthony and I suggest that the Board take a brief tour of the classrooms that are scheduled for renovation.

12.6

ACTION

June 9, 2009

BOARD AGENDA ITEM

TO:

Board of Trustees

FROM:

Bryan McCabe, Superintendent/Principal

RE:

Request for a revised Contract Agreement with KNN for

financial advisory services related to the general obligation bond

The District is currently under contract with KNN-Public Finance for financial advisory services related to the general obligation bond. The Board approved the Agreement with KNN in June 2008 with a financial advisor, Charlie Feinstein, who is no longer with the company. Mr. Feinstein offered a reduced rate fee as part of a relationship he had with the Small School Districts Association. This fee structure was \$25,000 for each issuance of a GO bond less than \$6 million.

Since Mr. Feinstein left KNN, the District is working with Joanna Bowes as our financial advisor. Ms. Bowes is requesting that the Board consider a revision to the Agreement, which includes a revised fee structure. The rate relevant to the November 2008 GO Bond in the revised Agreement is \$60,000 per issuance of a GO Bond of \$25 million or less. Ms. Bowes states that the level of service she provides the District as financial advisor is more comprehensive than the previous service agreement, which was developed specifically for the November 2008 GO Bond. Ms. Bowes is on-call for the District, and intends to continue serving as an advisor for any District financing needs. Also, she believes that the current work she has performed for the Measure C Bond is significantly more than the time typically needed to prepare a GO Bond issuance. Ms. Bowes is preparing additional information for the Board to justify the request for a revision to the Agreement. I will have that information for the Board at the meeting.

I reviewed the contracts with previous financial advisors used by the District. Dale Scott, A. Lopez, and other firms typically have a fee at \$65,000 to \$75,000 for each bond issuance. Dale Scott's fee is \$65,000 below \$5 million and \$75,000 above \$5 million. A. Lopez is \$70,000 at any amount. Therefore, the proposed new fee structure is less than the amounts other firms charge for the issuance of GO bonds.

Both the current Agreement and the proposed revised Agreement dated June 5, 2009 are included with this agenda item.

12.F.).



June 6, 2008

Current Contract

Mr. Bryan McCabe Superintendent Cold Spring Elementary School District 2243 Sycamore Canyon Road Santa Barbara, CA 93108-1909

Re: SSDA Bond Program: Financial Advisory Services

Dear Bryan:

We are advised that the Cold Spring Elementary School District (the "District") is contemplating a general obligation bond financing program. We are further advised that the District wishes to take part in the SSDA Bond Program run by KNN Public Finance ("KNN"), a division of Zions First National Bank. Accordingly, KNN proposes to perform the services listed below for the District in connection with your financings.

A. Term of Contract

This contract is intended to apply to all transactions which occur and are related to a proposed general obligation bond measure. It is currently anticipated that the proposed general obligation bond measure will be placed on the November 4, 2008, ballot although the Measure may be placed on the ballot at some other time, and may be placed on a subsequent ballot after being previously defeated

B. Capital Project and Financial Planning

- 1) Review present and future capital project needs with the District.
- 2) Develop a general obligation bond financing plan to meet the District's construction time line, projected cash flow needs and targeted approved tax rate threshold.

C. Voter Authorization

- 1) Consult with bond counsel and other legal counsel in the preparation and drafting of necessary documents for the election process.
- Prepare financing and projected tax rate schedules to assess financial impact of the financing program on the property owners, based on strategies that will minimize the tax rate impact.
- Consult with the County Registrar of Voters to establish the bond election proceedings and deadline dates, and make sure District and campaign staff plan appropriately for these dates.
- 4) Assist in the preparation of the District's tax rate statement to be included in the voter pamphlet and review the tax rate statement with the County Assessor and such other officers as may be necessary to assure that the statement derives from official sources.

126.2

D. Debt Issuance

- 1) Structure and manage specific financings in accordance with the District's financing plan, capital project plan, and specific capital project needs and financing requirements.
- 2) Coordinate the efforts of bond counsel and, if involved, county counsel and any other legal counsel and county elected officials, with respect to the preparation and approval of the financing documents by the District Board and, if required, County Board of Supervisors.
- 3) Prepare and distribute credit materials to Standard & Poor's in order to obtain a bond rating.
- Based on information provided to us by the District and other participants in the financing, assemble the official statement for the financing in a manner consistent with existing laws and regulations and standards of the securities industry. The official statement serves as a marketing instrument and a disclosure document of the District incident to the financing.
- 5) KNN shall distribute the official notice of sale and bid form, along with the preliminary official statement, to prospective underwriters, respond to their questions regarding the financing, actively solicit their bids, coordinate publication of notices of sale, coordinate the bid opening process and calculate the true interest cost of each bid received to determine the lowest bidder.
- 6) Coordinate the delivery, printing and final approval of legal documents, and the preparation of closing certificates and final official statement.
- 7) Coordinate the work of the District and members of the financing team to ensure that the issue is consummated within a reasonable period of time.
- 8) Provide the necessary information to the County Tax Collector for the calculation and collection of the annual tax levy.

District's Obligations

The District agrees to cooperate with KNN, bond counsel and other parties to the transactions, and to furnish the necessary information for the preparation and drafting of the legal documents and the official statement, and to assert its best efforts to verify the accuracy of the information contained in such documents.

Compensation and Expenses

For the services to be provided by KNN, for each series of securities separately sold and issued, our fee is \$25,000.

An additional \$5,000 fee will be added to the above fee for any series of bonds involving the issuance of both Current Interest Bonds and Capital Appreciation Bonds.

Such fees shall be fully contingent upon issuing bonds, and may be paid from bond proceeds.

KNN agrees to pay its own out-of-pocket expenses for travel within California and computer and telephone charges incurred by us in performing our duties and obligations. Other costs of issuance, including but not limited to the expense of election, if any, bond counsel's fee, consultants' fees, trustee, paying agent or fiscal agent fees and charges, if any, rating agency fees and bond insurance premiums, if any, publication of required notices, if any, printing and distribution of the preliminary and final official statements and notice of sale, if any, printing and delivery of securities, travel expenses of District officials, out-of-state travel expenses of KNN, if any, outside copying costs, courier or delivery charges, third party conference calls and the costs of obtaining statistical data from outside sources, and data



Cold Spring Elementary School District June 6, 2008 Page 3

information and processing services, and bond market data information and processing services, shall be paid by the District from Bond proceeds.

Compensation to KNN is contingent on the issuance of Securities. If this Contract is canceled prior to the issuance of first series Securities, no compensation is due KNN, except in the event this Contract is canceled by the District without reasonable cause prior to the issuance of the first series of Securities. Then, KNN shall be compensated for work performed on the basis of 1/3 of \$25,000 for each month between the date of this Contract and the date of cancellation, not to exceed \$25,000. KNN shall be additionally compensated for all out-of-pocket expenses incurred between the date of this Contract and the date of cancellation.

Indemnification

Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party, its officers, directors, employees, and affiliates (collectively, the "Indemnified Party") against any claims or actions arising out of any and all claims by third parties arising out of the performance or non-performance of the Indemnifying Party's obligations under this Agreement, except to the extent attributable to the negligence or willful misconduct of the Indemnified Party; provided, however, that this indemnity shall not preclude the Indemnified Party's recovery of direct damages pursuant to the terms and subject to the limitations of this Agreement.

KNN Public Finance
A Division of Zions First National Bank
By:

Wice President

Accepted:
COLD SPRING ELEMENTARY SCHOOL DISTRICT
Ву:
Title:
Date:







June 5, 2009

CONTRACT FOR

FINANCIAL ADVISORY SERVICES

BETWEEN

Cold Spring School District
Montecito, California

AND

KNN Public Finance
A Division of Zions First National Bank

We are advised that the Cold Spring School District (the "District") wishes to employ the services of KNN Public Finance, a Division of Zions First National Bank ("KNN"), as Financial Advisor (the "Advisor") to assist the District in structuring and issuing general obligation bonds related to the bond authorization approved by voters on November 2008. Accordingly, KNN proposes to perform the following services:

THE FOLLOWING SERVICES ARE OFFERED AND PERFORMED AS GENERAL FINANCING ADVISOR SERVICES AND FOR THE \$2.44 MILLION GENERAL OBLIGATION BOND PROGRAM AUTHORIZED AT THE NOVEMBER 2008 ELECTION.

A. Financial Planning and Campaign Strategies

- 1. Bond Authorization Options. Present bond authorization options based on a review of present and future capital needs, current outstanding debt, existing tax rates and District overall objectives.
- 2. Financial Plan. Develop a long-term financial model, or bond program, to meet the District's construction time line, projected cash flow needs, and targeted tax rate threshold. This comprehensive financial plan generally includes a proposed bond issuance schedule and a tax impact analysis, and documents the assumptions that affect the schedule and tax rates. Adjust such financing plan on an ongoing basis to reflect new developments.
- 3. Preparation for Election. Provide appropriate financial advisory services as they relate to the required election documents. Review proposed ballot language as prepared by the District or the campaign's political consultant, review the proposed ballot argument and the proposed rebuttal ballot argument, if any, as prepared by campaign committee or their political consultant, prepare the tax rate statement for District signature, and review the impartial analysis prepared by County Counsel.
- 4. Communications. Attend all meetings as required and provide staff support to the District and campaign committee as appropriate during the pre-planning process and the bond campaign.

n45

B. Bond Program Management.

- General Management. Advise the District as to the decisions that need to be made and the actions that
 need to be taken, including the schedule of the issuance and structure of bonds, the expenditure of
 bond proceeds, the levy and collection of taxes, and the repayment of bonds issued, in order to
 ensure that the bond program runs smoothly.
- 2. Timing of Issues. Advise as to the timing for each series of bonds to be sold based upon the District's historical and projected bond program expenditures, market interest rate environment, work schedules of the interested parties, and other factors.
- 3. Sizing of Issues. Advise as to the sizing of each series of bonds to be sold based upon District bond program needs, federal tax law limitations, targeted tax rates, goals of the bond program, and other matters.
- 4. Structure of Issues. Advise as to the structure of each series of bonds to be sold based on targeted tax rates, impact on interest costs, and prudent debt management practices.
- 5. Ongoing Support. Answer questions, attend meetings, and make presentations as appropriate to support the bond program.
- 6. Monitor for Refundings. Monitor interest rates and evaluate refunding opportunities for outstanding general obligation bonds. Provide periodic updates to the District on the feasibility of refunding outstanding bonds.
- 7. Evaluate Financing Alternatives. Evaluate non-general obligation bond financing alternatives whether developed by KNN Public Finance, inquired about by the District, or presented to the District by a third party. Recommend financing alternatives to be pursued based on such evaluations.

C. Issuance of Securities.

- 1. Coordination and Communication. Attend all meetings and present materials for the debt financing procedure.
- Manage Financing Process. Manage the financing process, including the efforts of bond counsel and
 other interested parties, on behalf of the District. In connection with each series of bonds sold,
 prepare a schedule of activities and monitor the schedule to ensure the financing is completed in a
 timely manner.
- 3. Authorizing Documentation. Provide bond counsel with all information necessary for their preparation of all appropriate authorizing documentation (including a resolution prepared for District Board approval), and review and comment on such authorizing documentation prior to their approval.
- 4. Financial Documentation. Assist the District in preparation of the official statement for the transaction, and manage its posting and/or distribution to underwriters, or recommend an alternative arrangement for provision of such services if it is in the best interest of the District. If an alternative arrangement is selected, KNN will review the document prior to its posting. In either case, such document preparation will be at an additional cost to the District.

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- 5. Credit Review Process. Determine appropriate strategy for the credit review process and perform all tasks necessary to implement such strategy. For an issue that requires a presentation to the rating agencies, prepare a presentation booklet and prepare the appropriate District representatives to make such presentation.
- 6. Recommend a Method of Sale and Provide the Following Services:
 - a. Advise as to securities market conditions, the timing of the sale, and the method of sale;
 - b. Should the District elect to offer its securities through public sale, KNN shall distribute the official notice of sale and bid form, along with the preliminary official statement, to prospective underwriters, respond to their questions regarding the financing, actively solicit their bids, coordinate the publication of notices of sale, coordinate the bid opening process, and calculate the true interest cost of each bid received to determine the best bidder;
 - c. Should the District elect to offer its securities through negotiated sale, KNN shall assist the District in the selection of an underwriter, negotiate underwriting spread and interest rates on behalf of the District, and monitor the underwriter's sale effort.
- 7. Investment of Bond Proceeds. Subsequent to the sale of securities, provide the District with information related to the investment of bond proceeds, including anticipated earnings, available investment alternatives, current investment rates, and recommended investment strategy.
- 8. Closing Documentation. Provide bond counsel with all appropriate information necessary for their preparation of appropriate closing documentation, and review and comment on such documentation prior to District approval.
- 9. Ongoing Responsibilities. Review with the District certain ongoing responsibilities of the District in connection with this financing, and assist in arranging for the provision of certain of ongoing services at the direct written request of the District.

OTHER PROVISIONS:

Duration of Contract: This contract shall be valid and binding for all general financial advisory services for three years and through the issuance of all series of bonds in the bond program. This contract also applies to refunding bonds issued by the District. The District or KNN may terminate this contract/agreement at any time by giving either KNN or the District thirty (30) days written notice of termination. All written notices shall be given to the Superintendent for the District or to the Managing Director of KNN. District agrees to compensate KNN for any services provided and expenses incurred up through termination date. For convenience, it is agreed that such services shall be assumed to accrue at a rate of \$2,000 per month from the closing date of the last completed issue up to a maximum amount of \$30,000.

<u>Insurance</u>: KNN shall maintain in full force and effect, workers' compensation insurance, general liability and professional liability and errors and omissions insurance covering its employees at KNN expense.

12 4.1.



Cold Spring School District June 5, 2009 Page 4 of 5

District's Obligations: The District agrees to cooperate with KNN, bond counsel and other parties to the transactions, and to furnish the necessary information for the preparation and drafting of the legal documents and the official statement, and to assert its best efforts to verify the accuracy of the information contained in such documents. If the securities are offered through and sold through competitive bid, the District expressly consents to the acquisition of the securities by Zions First National Bank ("Zions") if Zions is determined to be the best bidder. KNN is a division of Zions.

<u>Compensation</u>: For the services to be provided by KNN, for each series of securities separately sold and issued, our fee schedule is as-follows. Fee schedules may be revised from time to-time, subject-to-approval by the District.

Each Series of General Obligation Bonds:

Par amount of \$20 million or less = \$60,000 Par amount of \$20 million - \$50 million = \$70,000 Par amount of \$50 million or more = \$80,000

Short Term Notes = \$30,000

Such fees shall be fully contingent upon a successful bond election and a successful securities transaction and will be payable from bond proceeds or other monies related to the bonds.

For financial consultant services for non-transaction assignments, KNN will receive \$300 per hour. Such consultant fees would be pre-approved by District staff, in an amount not-to-exceed \$20,000 annually, subject to Board approval, if required.

Expenses: KNN agrees to pay its own out-of-pocket expenses for travel within California and telephone charges incurred by us in performing our duties and obligations. Other costs_of_issuance, including but not limited to the expense of election, if any, bond counsel's fee, disclosure counsel, consultants' fees, trustee, paying agent or fiscal agent fees and charges, if any, rating agency fees and bond insurance premiums, if any, publication of required notices, if any, printing and distribution of the preliminary and final official statements and notice of sale, if any, printing and delivery of securities, travel expenses of District officials, out-of-state travel expenses of KNN, if any, outside copying costs, courier or delivery charges, conference call charges, data information (fees for data information services such as TM3 and Bloomberg will be billed at \$550), and processing services, and the costs of obtaining statistical data from outside sources, shall be paid by the District.

Reimbursement of such expenses is non-contingent; however costs of issuance, subject to bond counsel approval, may be funded from bond proceeds.

Indemnification: Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party, its officers, directors, employees, and affiliates (collectively, the "Indemnified Party") against any claims or actions arising out of any and all claims by third parties arising out of the performance or non-performance of the Indemnifying Party's obligations under this Contract, except to the extent attributable to the negligence or willful misconduct of the Indemnified Party; provided, however, that this indemnity shall not preclude the





Cold Spring School District June 5, 2009 Page 5 of 5

Indemnified Party's recovery of direct damages pursuant to the terms and subject to the limitations of this Contract.

The following signatures indicate acceptance of the responsibilities and services described in this contract:

KNN PUBLIC FINANCE
A Division of Zions First National Bank
By Vice President
Vice President
Date
ACCEPTED:
COLD SPRING SCHOOL DISTRICT
Ву
Title Superintendent
Date







Re:

January 9, 2009

Cold Spring School District 2243 Sycamore Canyon Road Santa Barbara, CA 93108

Attn: Dr. Bryan McCabe, Superintendent/Principal

Cold Spring School Campus Improvements

Scope of Work and Fee Proposal

KBZ Job Number 09004

Dear Dr. Bryan McCabe:

I am very pleased to be working with you and your school community on your campus improvements.

The Scope of Work provided is as follows:

- o Repair and modernize 7 oldest classrooms (some over 50 and others over 80 years old).
- o Install energy-efficient lighting, windows and mechanical systems.
- o Renovate existing bathrooms, including ADA.
- o Install new flooring, cabinets, whiteboards, and learning stations.
- o Improve work and meeting spaces for teachers and other staff.
- o Upgrade the school intercom systems.
- o Improve electrical and plumbing systems and equipments.
- o Make other necessary improvements identified in the renovation process.

Our estimated fee for the Scope of Work noted above will be approximately 12% of the construction cost of the portions of work going through the DSA approval process. This fee will include architectural, structural engineering, mechanical engineering and electrical engineering services. Our services will include schematic design phase, design development phase (includes consultants), construction documents phase (plans and specifications), bidding phase and the construction administration phase. I recommend that I have a scoping meeting with DSA early in the planning phase to determine the ADA improvements they will be requiring. We would work with the District on the non-DSA Scope of Work on an hourly basis, such as the intercom system (non-DSA issue). All construction project management efforts will also be billed hourly or a specific fee will be defined with each specific scope of work.

Thank you for the opportunity to be of service.

Very Truly Yours,

Joe Wilcox, AIA

President, Kruger Bensen Ziemer Architects, Inc.

Job No. 09004 File No.: 1a DONALO ZIEMER
AIA
STEVEN DOWTY
AIA
JOE S WILCOX
AIA
DAWN SOPHIA ZIEMER
ASSOCIATE AIA
TODD A JESPERSEN

KENINETH C KRUGER FAIA, RETIRED 1990

> DONALD BENSEN COOS CENTER, AIA

FRANK G LA BARGE AIA, RETIRED 2001 January 9, 2009

Mr. Bryan McCabe Superintendent/Principal Cold Spring School 2243 Sycamore Canyon Rd. Santa Barbara, CA 93108

Subject:

Cold Spring School Bond Measure C, Renovation Proposal for Project Management Services

Dear Bryan,

It was a pleasure to speak with you this week. To follow our conversation, TynanGroup, Inc. is pleased to present to you our qualifications and proposal for the Cold Spring District's Measure C plan to renovate Cold Spring School. Based on our vast experience and local involvement, I am certain that our participation in your project would be integral for the timely, economical, and successful delivery of your renovation goals.

Headquartered in Santa Barbara, California, TynanGroup, Inc. is a national real estate development services firm with nearly two decades and more than \$4 billion dollars of project management experience. Not only are we a leader among national project management services firms, we are the experts in renovation. We have conducted renovations for major facilities, ranging from the Santa Barbara Zoological Gardens, to over twenty Pacific Capital Bancorp's facilities, to luxury hotels like the Casa del Mar in Santa Monica and the Knickerbocker Hotel in Chicago, Illinois. In addition to our involvement in complex, large-scale projects, we are equally committed to providing the utmost in project management services to local renovation projects.

Advantages of Our Project Management Services- Versus an Architect Acting as Project Manager

- Project Management is the core of our business- this is what we do.
- We have all the systems, procedures and processes in place for a successful project.
- Our fee is hourly, not to exceed, versus a percent of construction (which we see as a conflict of interest).
- We use design-build contractors as deemed appropriate, to leverage the project budget.
- We use a designer as needed, but only when needed.
- We control the designer for our client to ensure they meet schedule and budget.
- Our goal is to protect the budget while at the same time maximizing its impact and delivering the project on time with minimal disruption to the campus.

Our Qualifications and Experience- We Have Successfully Completed Many Projects with Similar Scope

Our local experience with renovation projects reflects our unique qualifications for Cold Spring School:

- We are knowledgeable of the Americans with Disabilities Act (ADA). Currently,
 TynanGroup is upgrading over 20 Pacific Bank Corporation Branches according to ADA
 standards, in addition to installing new carpeting, coordinating tenant improvements and
 security/IT system upgrades.
- We know seismic upgrade renovations.
- We have completed scores of renovations while the facility remained open for business.
- We are experienced with the local community and permitting requirements.
- We have successfully completed renovations within strict timelines. The Music Academy of the West included upgrading the utility infrastructure, reworking the campus circulation, new parking, major landscaping, campus wide lighting, renovation of existing buildings, and new bathroom facilities, all while working around performance seasons.

Intended Scope of Work- Our Plan to Best Implement and Accomplish Your Renovation Goals

TynanGroup will provide owner's representative services for the \$2,400,000 campus renovation project of Cold Spring School in accordance with the following scope of work:

Pre-Construction Management

- Review and monitor project schedule including phasing plans.
- Review and monitor contracts with consultants and the contractor.
- Review and assist in finalization of project budget.
- Advise Client of cost and material alternatives.
- Assist in contract negotiations with consultants and contractor.
- Implement meetings as required.
- Review and monitor schedule for submittal to applicable government authorities.
- Review and assist in development of construction documents.
- Review and monitor quality control of plans and specifications.
- Review and monitor contractor bid process.
- Participate in cost reduction efforts (value engineering).
- Submit weekly report on project status to Client.

Construction Administration

- Manage the public bidding and award process in full compliance with the California Public Contract Code.
- Review with contractor and architect (as necessary) contract negotiations and sub-contracts.
- Monitor construction in field as necessary.

Mr. Bryan McCabe January 9, 2009 Page 3

- Monitor shop drawing submission process and architect log.
- Monitor budget and schedule compliance.
- Review and approve monthly draw as assembled and certified by architect.
- Monitor governing authorities' requirements and submissions for permits.
- Review Request for Information (RFI's) and Change Orders and recommend action to Client.
- Review and monitor safety programs proposed by contractor.
- Implement owners' required inspection and testing program.
- Submit weekly report on project status to Client.

Project Close-Out

- Facilitate timely sequenced turnover to Client.
- Monitor completion of construction punch list prepared by architect.
- Facilitate installation of Furniture, Fixtures and Equipment (FF&E) with the Client.
- Monitor distribution of all warranties, maintenance manuals and as-built drawings.
- Coordinate requirements for occupancy.
- Review contractor final pay application, lien releases and release of retention assembled and certified by Architect.

Fees and Expenses- Hourly versus a Percent of Construction

We propose that TynanGroup invoices based on the hourly rates outlined below, not to exceed \$5,000/month without prior written approval. In addition, the total fee for the project shall not exceed \$50,000 without prior written approval.

	Hourly Rates
John Tynan, President	\$0
Director	\$125
Project Manager	\$90
Project Accountant	\$70
Project Coordinator	\$55

References- Local Clients of Recent TynanGroup Projects

Below please find a list of clients that can attest to the scope and quality of service that TynanGroup provides:

Pacific Capital Bancorp
Chris Colbert, Manager of Corporate Real Estate
1021 Anacapa Street
Santa Barbara, CA 93101
chrisc@sbbt.com
(805) 564-6223

Mr. Bryan McCabe January 9, 2009 Page 4

Music Academy of the West NancyBell Coe, President 1070 Fairway Road Santa Barbara, CA 93108 NBCoe@musicacademy.org (805) 695-7903

Santa Barbara Zoological Gardens Rich Block, Director 500 Ninos Drive Santa Barbara, CA 93103 rblock@sbzoo.org (805) 962-5339 x 14

We are confident that we are the best fit for the Cold Spring School renovation. It is our hope that this proposal exceeds your expectations and demonstrates the positive impact we can make on your project. For further information about TynanGroup, please see the attached Presentation of Qualifications Brochure. We are prepared to begin immediately and are grateful for your consideration.

Sincerely,

John P. Tynan President

TynanGroup, Inc.

Dr. Bryan McCabe, District Superintendent Cold Spring School District 2243 Sycamore Canyon Road Santa Barbara, CA 93108

Subject:

Cold Spring School Modernization Project

Dear Dr. McCabe:

As we recently discussed, the Cold Spring School District is requesting assistance with preparation of the construction documents, bidding and construction administration for the scope of work outlined below. This work will include classrooms 1-10, the library and one each boys, girls, and unisex staff restrooms. In addition a campus-wide clock system, intercom system, and lighting motion sensors are to be included in the design.

We have reviewed the site and propose the following to accomplish the task of preparing construction documents, securing DSA approval, assisting with bidding and construction administration of the project.

SCOPE OF SERVICES AND FEES

Construction documents and DSA approval

We will prepare construction documents and submit them to the DSA for the following scope of work in the following spaces:

Rooms 1-3: New carpet/flooring, new cabinets, instructional wall (rooms 2 and 3) upgrade of electrical outlets, new sinks, upgrade lighting, new exterior doors/closers, new ceiling, and paint throughout

Rooms 4-5: New carpet/flooring, new cabinets, instructional wall, upgrade lighting, and paint throughout

Rooms 6-7: New carpet/flooring, new cabinets, instructional wall, upgrade of electrical outlets, upgrade lighting, new exterior doors/closers, and paint throughout

Rooms 8-10: Cabinet upgrade and removal of computer shelf, add carpet

Library: Add instructional wall system

Restrooms: At one each of the boys, girls, and unisex staff restrooms, we will include new layout, partitions, and fixtures to meet DSA accessibility requirements, with new flooring and wall tile/paint throughout.

Campus-wide: We will design a campus-wide clock and intercom system, motion sensors on the existing lighting in other spaces and rain gutters on rooms 1-7.

In order to accomplish this task, we will meet with you and/or your team to establish the layout of the rooms and prepare a preliminary plan for your comments. Based on your comments we will make revisions to the drawings. We will meet with your user groups and/or Board of Education a total of two additional times to review the layout

for final approval. We will provide a floor plan of the classrooms and provide 4 sample interior elevations from a representative classroom from each building. Once this plan is approved, we will meet with the DSA at a "scoping meeting" to finalize the required scope of the project. We will proceed with the construction documents phase of the project and complete the construction documents for submittal to the DSA. We will submit three sets of drawings and specifications to the DSA and one set to the District for review and comment.

We will attend one back check meeting with DSA (required by their office) to secure final approval of the drawings and specifications. Once project approval is secured, we will prepare the drawings for bidding and coordinate with the District's printer to get approved drawings printed for bid.

Fee for Construction Documents and DSA approval

\$69,900.00

Bidding Assistance

We will assist the District in bidding the project by providing a format for issuance for the drawings by the District, assisting the District with review of the District's General Conditions, answer bid RFIs, and issue addenda to bidders. We will provide the District with a pre-bid agenda and hold a pre-bid job walk with potential bidders.

Fee for Bidding Assistance

\$6,900.00

Construction Administration

We will attend one preconstruction meeting and attend 6 site visits and meetings during the 8 week construction period. We will respond to contractor RFIs, issue field clarifications, issue change drawings to the DSA and coordinate with the District's Inspector of Record (IOR) during construction. We will issue change orders and field change directives to the DSA and coordinate the project closeout at the DSA. We will attend one punchlist with the contractor and IOR at the completion of the project. It is anticipated the construction will last 2 months. We will provide a dedicated project manager for the project during the construction phase to perform these services.

Fee for Construction Administration

\$49,900.00

Total Professional Services Fee

\$126,700.00

Fee for Direct Reimbursable expenses- printing, travel, DSA back Check

\$3,990.00

Services will be performed under the direction of Anthony Palazzo AIA, license number C-29150. Mechanical/plumbing engineering will be performed by Brummel Myrick and Associates and Electrical Engineering will be performed by Thoma Engineering.

We will bill you monthly on a percentage of completion basis. You will pay us within 30 days of the billing date. We reserve the right to stop work at any time that your account is not current. You are entitled to a copy of all work, reproduced at your expense, when your account is current.

Either of us may terminate this agreement for any reason by seven days' written notice. We agree to stop work immediately upon receiving your notice, except for

reasonable time during the seven-day notice period to put the documents in order and to close down the project; you agree to pay us for such work.

This proposal is valid for 60 days from the date listed in the heading of this letter.

If this proposal meets with your approval, please sign both copies of this letter, retain one for your records, and return the other to us.

If additional work not noted above is required by the DSA, we will develop a scope and cost for that work and obtain approval from the District, prior to commencing with the work required. Please see the attached list of exclusions for additional information.

The reimbursable expenses listed above includes travel/accommodations to DSA, printing for owner and consultant check sets, DSA submittal sets, travel to design and construction meetings and miscellaneous printing, long distance calling, as part of our day to day work. Reimbursable expenses not listed above will be billed at 1.15 times the actual cost.

Attached to this letter and forming part of the agreement are our General Conditions for Architectural Services. In the General Conditions, "Architect" means Phillips Metsch Sweeney Moore Architects and "Owner" means Cold Spring School District. Please initial a copy of the General Conditions to indicate your approval and return it to us with your signed copy of this letter. This letter and its attachments will form our agreement for architectural services.

We are excited about working on this project. The community will greatly benefit from the services that it will provide. Thank you for your interest in our firm and for this opportunity to be of service. We look forward to working with you on this unique project.

Anthony Palazzo, AIA

Accepted by:

District Representative

Sincerely,

Enclosures

Exclusions:

Please note that the following work is not included in our fees described above:

- Agency approval services other than DSA approval
- Structural engineering, civil engineering, landscape design
- Costs to procure site survey
- Seismic and/or soil test reports, percolation reports
- Plan check or building permit fees
- Bid advertising, bid set printing
- Travel expenses
- LEED certification
- Detailed cost estimate/budgeting
- Savings by Design or CHIPS program initiatives that require special engineering
- Costs to procure survey, seismic and/or soil tests and reports
- School signage or marquee design
- Energy management controls
- As-built plans of existing campus for fire alarm interface
- Studies concerning construction noise impact or mitigation
- Expert witnessing of laboratory or field tests on equipment that may have to meet specific acoustical requirements of this project prior to installation
- CCTV, security systems, access control, telephone systems, and intercom
- Assumes utility services are readily available at project site. Excludes off site utility coordination and design for the extension of services to property.
- Final application for service, fees, excess wire charges, engineering retainers, etc. that may be required of the Owner by each utility
- Under grounding and or relocation of any existing utility services along property frontage or required to accommodate project
- Off site (beyond property line) electrical and street lighting work
- Sign lighting compliance forms (required by Title 24) for internally lit signs
- Emergency generator and related emergency distribution system
- Lighting protection system design
- Solar power systems
- Custom lighting fixture designs

- Active electronics for data distribution (routers, servers, etc.)
- Specification of customer-owned telephone cabling between buildings, terminations and fusing beyond the telephone utility minimum point of entry
- Field monitoring with recording ammeter to determine existing load and capacities
- Detailed cost comparisons between optional system and or systems life cycle cost analysis
- California Title 24 acceptance verification, testing or reviews
- Fire sprinkler design and calculations
- On site gas, sewer and plumbing design outside of building footprint
- All other services not noted in the scope of work listed above

ACTION August 3, 2009

BOARD AGENDA ITEM

TO:

Board of Trustees

FROM:

Bryan McCabe, Superintendent/Principal

RE:

Approval of proposal by Above Grade Engineering to provide a topographic survey of the areas designated for renovation for the

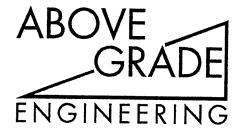
Measure C construction and accessibility compliance

A topographic survey is needed for the building areas involved in the Measure C renovation including the areas that must be upgraded to meet ADA accessibility requirements. Above Grade Engineering is the firm recommended by Anthony Palazzo from PMS Architects, and they have submitted the attached proposal for services.

I recommend that the Board of Trustees approve the proposal from Above Grade Engineering for a topographic survey for school access improvements.

Bryan McCabe, Superintendent/Principal

11.0-1



address: 778 Osos Street, Suite A

San Luis Obispo, CA 93401

phone: (805) 540-5115 fax: (805) 540-5116

web: www.abovegradeengineering.com

July 20, 2009

Cold Spring Elementary School Attn: Bryan McCabe 2243 Sycamore Canyon Road Santa Barbara, CA 93108

RE: Cold Spring School Access Improvements

Dear Mr. McCabe,

At the request of Anthony with PMSM, I am forwarding the survey proposal to you for approval. Above Grade Engineering, Inc is pleased to provide you with the following proposal for survey services for the Cold Spring School Access Improvements. The following discussion outlines the services that we can provide.

Topographic Mapping

The project area will include the areas necessary for the Civil Construction Plans outlined below. This task will include the field and office work necessary to generate contours for the project area and planimetric features including the following detail items:

- Contours at one-foot intervals with spot elevations on a 50-foot grid.
- Tree trunks over 6" in diameter
- Fences, walls or other minor structures
- Surface evidence of utilities
- Elevations based on local benchmark if available in imperial (feet) units
- Finish floor elevation of existing structures

Fixed Fee: \$2,900

Prevailing Wage Note:

Effective January 1, 2001, SECTION 1, Section 1720 of the Labor Code was amended to require prevailing wages to be paid on public works construction projects paid for in whole or in part with public funds. The term "construction" now includes work performed during the design and pre-construction phases of construction including, but not limited to, inspection and land surveying work. For purposes of this proposal, we understand that this project is to be funded with "public funds" and therefore have included the cost of prevailing wages for survey fieldwork and preparation of certified payroll in this proposal.

We look forward to working with you on the Cold Spring School Access Improvements project. If you have any questions or require clarification of the scope of work and fees outlined above, please don't hesitate to call. Should this proposal be acceptable to you, please provide us with a purchase order.

Sincerely.

Above Grade Engineering, Inc.

Spott Stokes, PE 58256

Principal

11.C2.

CONFERENCE
Discussion and/or Action
August 3, 2009

BOARD AGENDA ITEM

TO:

Board of Trustees

FROM:

Bryan McCabe, Superintendent/Principal

RE:

Update on the Measure C Renovation Project including a proposal for architectural services from PMSM related to the additional work required by the Division of State Architects

(DSA)

Anthony Palazzo from PMSM Architects will be present to provide the Board with an update on the renovation plans for the classroom and restrooms, and the revised plans for meeting the required modifications set by the Division of State Architects. The DSA requirements include improved access to all classrooms and restrooms being renovated, improved access to the office, a ADA compliant restroom in close proximity to Rooms 1, 2, and 3, and minor fire alarm upgrades.

Since the above requirements were not part of the original scope of work covered in the PMSM proposal approved by the District in March, a second proposal is presented for Board approval. The total professional services fee in the new proposal is \$49,235.

I recommend that the Board of Trustees approve the proposal by PMSM Architects for professional services dated July 20, 2009.

Bryan McCabe, Superintendent/Principal

12.A.1.



DRAFT

20 July 2009

Dr. Bryan McCabe, District Superintendent Cold Spring School District 2243 Sycamore Canyon Road Santa Barbara, CA 93108

Subject: Cold Spring School Modernization Project

Dear Dr. McCabe:

We have reviewed the contracted scope of work for the Cold Spring School Modernization with the DSA. As we discussed they have required additional work for the project, not in our original contracted scope in order to be acceptable to the DSA. There are three main items that DSA has required- walkway upgrades for an accessible path of travel, minor fire alarm upgrades in the classrooms and restrooms, and a restroom upgrade near classrooms 1-3. To accomplish this work we propose the following scope and fees based on our July 8 meeting at the District office.

Accessible Path of Travel

Using the District provided topographic map of the areas affected around the existing accessible parking spots, the walkway along the covered walk of rooms 1-3, the transition at the office/rooms 4-5 and the area at the north side of rooms 4-5 we will develop a design to meet the needs of access compliance for the DSA review. It is expected that we will be given elevations of existing finish floors of affected buildings, map utilities visible to the surface, fences, walls, other minor structures, and tree trunks over 6". The elevations should be based on a local benchmark and with contours at one foot intervals and spot elevations on a 50' grid.

We will use the information from the topographic survey to prepare a walkway design to meet the minimum requirements of the DSA for an accessible path to the classrooms affected. We will prepare a grading and drainage plan for the walkway improvements as noted on the attached site plan. We will provide walkway designs and handrail designs for the walkways between classrooms 3 and 4 and the business office. We will also provide a raised concrete walk design at rooms 4,5 and the MPR north entrance. These will utilize straight run stairs and concrete ramps. The design of the walkways and deck is anticipated to be a standard concrete stemwall under 36" in height and will utilize standard schedule 40 pipe handrails and guardrails. This work will be required to be reviewed and approved by the DSA as part of the application.

Fee for Construction Documents (Including Specifications)	\$27,150
Fee for Bidding	\$575
Fee for Construction administration	\$6,760

Staff Restroom and Fire Alarm Upgrades

We will provide restroom fire alarm, accessory and signage upgrades to the boys restroom at Classroom 6-7 only. No plumbing or fixture revisions to that restroom are included in this fee. We will add a unisex staff restroom at the existing storage room adjacent to Classroom 5. We will use the existing utilities in the adjacent janitor closet to serve this added restroom. This fee is based on the assumption that the adjacent utilities can accommodate the added fixtures. In addition, we will provide upgrades to the existing fire alarm devices in classrooms 1-8 and the four restrooms that we are upgrading and adding. We will provide a unisex student restroom adjacent to classroom 4 to accommodate students We anticipate that the existing fire alarm will accept the new devices. No structural engineering is included in this fee.

Fee for Construction Documents	\$11,900
Fee for Bidding	\$950
Fee for Construction Administration	\$1,900
Total Professional Services Fee	\$49,235

The work noted above is assumed to be in conjunction with our current contract for architectural services. This proposal is valid for 60 days from the date listed in the heading of this letter.

If this proposal meets with your approval, please sign both copies of this letter, retain one for your records, and return the other to us.

If additional work not noted above is required by the DSA (including structural engineering), we will develop a scope and cost for that work and obtain approval from the District, prior to commencing with the work required.

We are excited to continue working on this project and executing the educational and facility goals of the District.

Sincerely,

Anthony Palazzo AIA

Accepted by:

District Representative

Exclusions:

Please note that the following work is not included in our fees described above:

- Agency approval services other than DSA approval
- Structural engineering or landscape design
- · Costs to procure site survey
- Plan check or building permit fees
- · Bid advertising, bid set printing
- Travel expenses
- LEED certification
- Detailed cost estimate/budgeting
- Savings by Design or CHIPS program initiatives that require special engineering
- Costs to procure survey, seismic and/or soil tests and reports
- · School signage or marquee design
- Energy management controls
- As-built plans of existing campus for fire alarm interface
- Studies concerning construction noise impact or mitigation
- Expert witnessing of laboratory or field tests on equipment that may have to meet specific acoustical requirements of this project prior to installation
- · CCTV, security systems, access control, telephone systems, and intercom
- Assumes utility services are readily available at project site. Excludes off site utility coordination and design for the extension of services to property.
- Final application for service, fees, excess wire charges, engineering retainers, etc. that may be required of the Owner by each utility
- Under grounding and or relocation of any existing utility services along property frontage or required to accommodate project
- Off site (beyond property line) electrical and street lighting work
- Sign lighting compliance forms (required by Title 24) for internally lit signs
- Emergency generator and related emergency distribution system
- Lighting protection system design
- Solar power systems
- Custom lighting fixture designs
- Active electronics for data distribution (routers, servers, etc.)

Page 3 of 4

- Specification of customer-owned telephone cabling between buildings, terminations and fusing beyond the telephone utility minimum point of entry
- Field monitoring with recording ammeter to determine existing load and capacities
- Detailed cost comparisons between optional system and or systems life cycle cost analysis
- California Title 24 acceptance verification, testing or reviews
- Fire sprinkler design and calculations
- On site gas, sewer and plumbing design outside of building footprint
- All other services not noted in the scope of work listed above

CONFERENCE
Discussion and/or Action
May 11, 2009
August 3, 2009
August 17, 2009

BOARD AGENDA ITEM

TO:

Board of Trustees

FROM:

Bryan McCabe, Superintendent/Principal

RE:

Update on the Measure C Renovation Project including a proposal for architectural services from PMSM related to the additional work required by the Division of State Architects

(DSA)

Anthony Palazzo from PMSM Architects will be present to discuss with the Board revisions to the restrooms, other accessibility issues, classroom renovations, and an estimated project budget. The areas for discussion include:

- Restroom Upgrades
- Other Accessibility Issues -- Ramp Walkway Rooms 4 and 5
- Modernization of the Classrooms
- Estimated or Concept Budget for the Measure C Renovation Project
- Final Decision for Project Scope of Work
- Review of Contract with PMSM

Restroom Upgrades

Below is a summary of the restroom upgrades and additions using the number on the attached Site Plan.

- #1 Boys' restroom by Rooms 6-7
 - Only minor additions needed (signage and accessories) to meet DSA requirements.
 - No change to fixtures.

Net change = zero

#2 Girls' restroom by auditorium (see slide A-202)

- Remove the walls in the existing staff restroom and modify toilet and partitions to maintain the five existing toilets.
- This plan provides one additional toilet for the girls and a net change of zero.

Net change = zero

#3 New unisex adult/staff restroom by auditorium (see slide A-202)

• Modify the existing paper supply closet into an adult restroom to replace the restroom lost in the expansion of the girl's restroom.

Net change = one additional fixture (+1)

#4 and #5 Boys' restroom by Rooms 4-5 (see slide Boys Restrooms)

Revised plan maintains the three toilets with one less urinal and meets
accessibility requirements without adding a new doorway from the office
side.

Net change = one less fixture (-1)

#6 Unisex restroom in Rooms 1-3 (see slide A-201)

- Leave the six student restrooms in place in this wing.
- Convert the existing single stall staff restroom and workroom into a 2 stall accessible restroom labeled student unisex. However, staff can use the restroom.

Net change = one additional fixture (+1)

***Total change = one additional fixture for the entire school while meeting all DSA accessibility requirements

Other Accessibility Issues --Ramp Walkway Rooms 4 and 5

Three options are presented as solutions for the accessibility requirements to Rooms 4 and 5, the boys' restroom, and the auditorium area.

- Option 1 is a concrete porch with stucco partial height walls and simplified Santa Barbara style handrails to meet aesthetic and costs concerns.
- Option 2 is a simple concrete walkway with round galvanized railings
- Option 3 uses portable building ramp systems at each of the entrances.

Modernization of the Classrooms

The proposed list of classroom renovations is included as part of the discussion of the overall Measure C Project. Anthony will bring classroom floor plans and elevations to the meeting for Board review.

Estimated or Concept Budget for the Measure C Renovation Project

Anthony worked with a contractor to develop an estimation of the project including all costs for construction and professional services and fees. PMSM has used upper limit figures from recent projects for square footage allowances and project costs, which is providing a conservative project budget at this phase. The project budget is currently nearly \$75,000 under the total identified funds from the voter approved \$2.44 million GO Bond.

Final Decision for Project Scope of Work

In order to meet the timeline for construction to begin in June, PMSM will need to have construction documents to DSA by the end of September. The purpose of today's session is for the Board to review the entire project and define the final scope of work for PMSM.

I recommend that based on the original identified facility needs, board and staff discussions, and DSA requirements that the Board direct PMSM to complete construction documents for the entire proposed project. Any decisions to reduce costs can be determined prior to the public bid process and handled by identifying bid options similar to the field project bid.

Review of Contract with PMSM

On July 8, Trustee Caesar, Trustee Heishima, and I met with Anthony Palazzo from PMSM to review the upgrades necessary based on Anthony's meeting with DSA. From that meeting it was Anthony's impression that the Board wanted him to make revisions to reduce the costs of the project. Therefore, the restroom plans presented to the Board at the August 3 meeting reduced the number of fixtures (toilets and urinals) and attempted to meet DSA accessibility requirements while holding down the costs. This approach reduced the number of fixtures in both the older girls' and boys' restrooms, which is counter to the expectations of the parents and community who supported the bond. Therefore, the Board directed Anthony to reconfigure the restrooms in way that there was a net gain in the number of fixtures school wide.

For this meeting, Anthony prepared a revised contract proposal with two sets of options – one set of options for the site work related to the accessibility ramps and one set of options for the restrooms.

At the August 3 meeting, Anthony presented a contract for the extra work required by DSA. The total fee was \$49,235. The scope of work in this proposal included a straight run of concrete stairs and pipe handrails for the accessibility to room 4 and 5, and there was no need for a student ADA restroom in the Room 1-3 building since the unisex student restroom across from the office met that requirement. The Board asked Anthony to add more fixtures to the boys' restroom by Rooms 4-5 since ADA requirements put an accessible staff in that restroom, which limited the number of fixtures. Anthony redesigned the boys' restroom to include on ADA stall with access only from the playground. This revision requires an added ADA restroom for female students in Rooms 1-3.

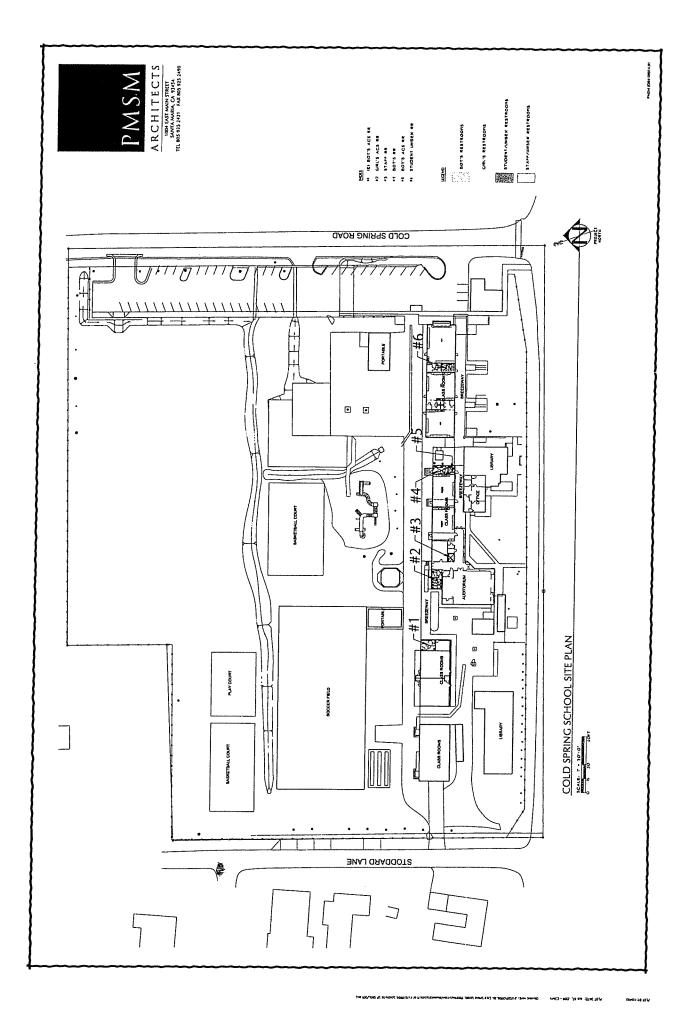
The total fee for both Option 1s is \$70,160. This increase cost is a result of the more stylized approach to the accessibility walkway for Rooms 4-5, and the addition of the unisex student restroom in Rooms 1-3 and a staff unisex restroom near the auditorium.

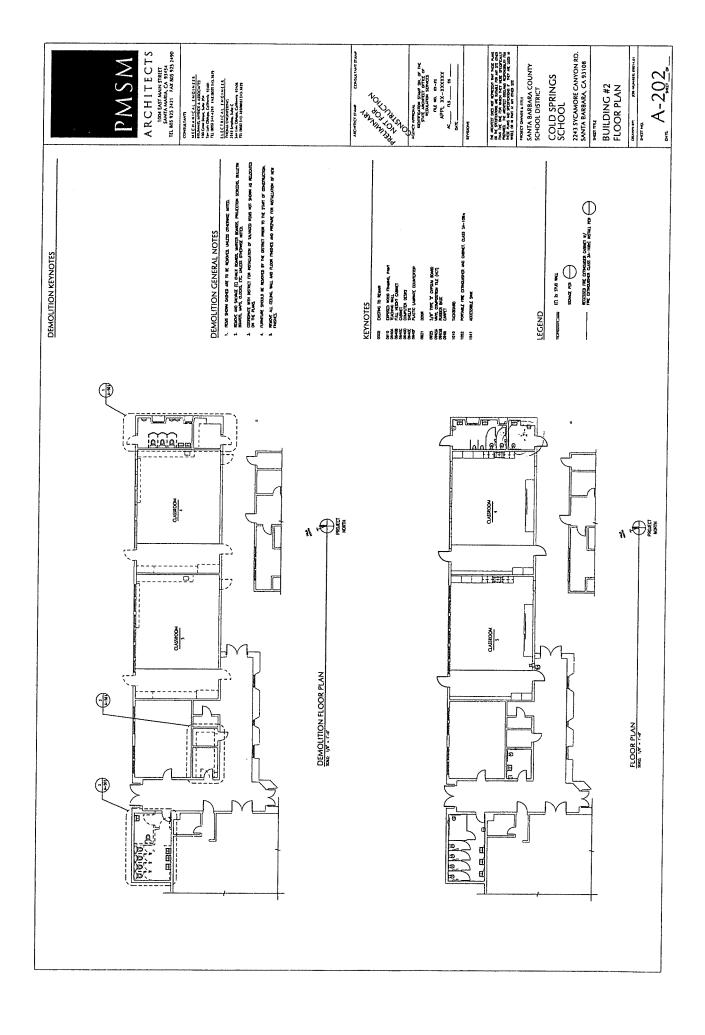
Total fee for Option 2 (ramps) and Option 1 (restrooms) is \$61,835. This option provides a simpler approach to the ramps and maintains all restroom improvements.

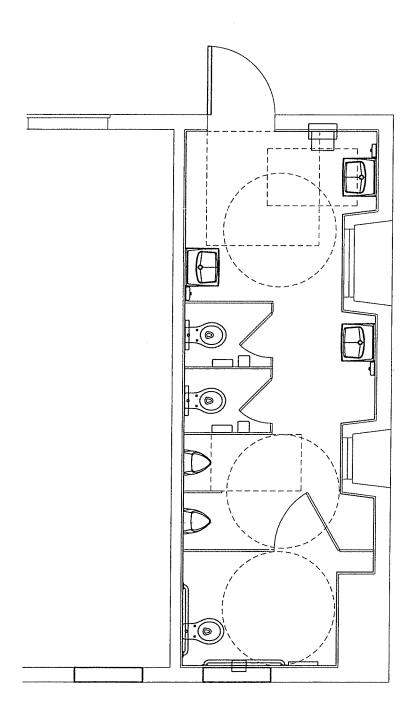
The total fee for both Option 2s is \$39, 135. Restroom Option 2 omits any work on the boys' restroom Rooms 4-5. Having the ADA restroom in Rooms 1-3 meets accessibility requirements, but this leaves the boys' restroom untouched, which I believe is unacceptable to the community and the intent of the bond. Due to Education Code requirements review and approval is required for the improvements to the boys' restroom, and DSA will require an ADA stall.

I recommend that the Board of Trustees direct PMSM to develop construction documents that include both Option 1s. I believe that these two options best meet the school's facility needs, improve student and staff facilities, and improve the appearance of the 1927 building while meeting DSA requirements.

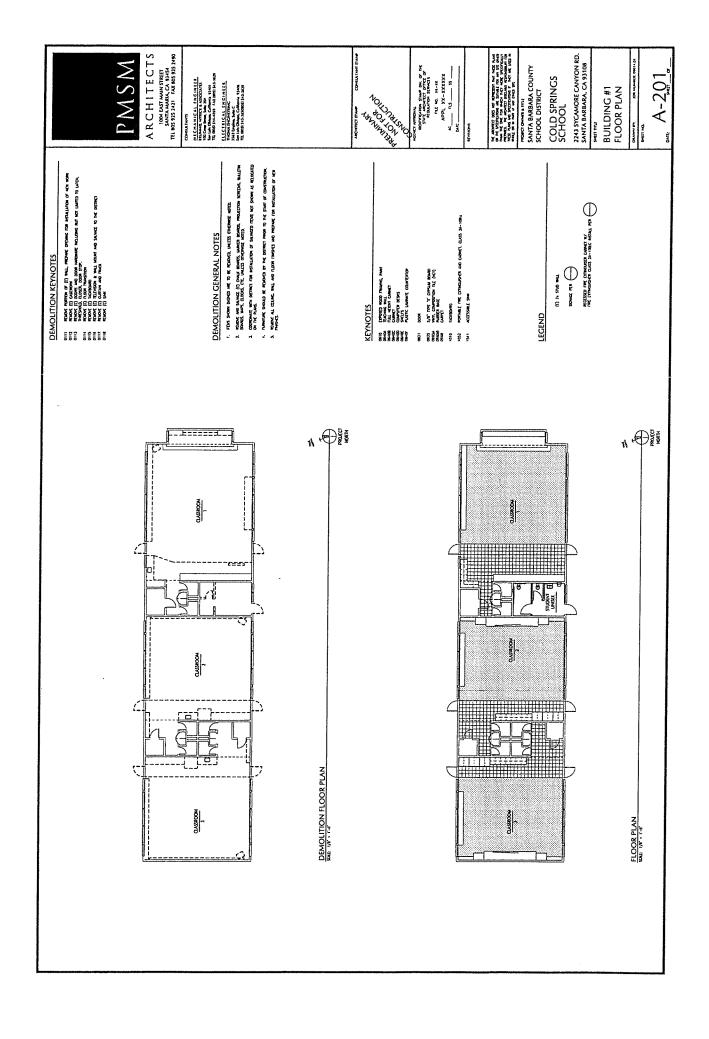
Bryan McCabe, Superintendent/Principal

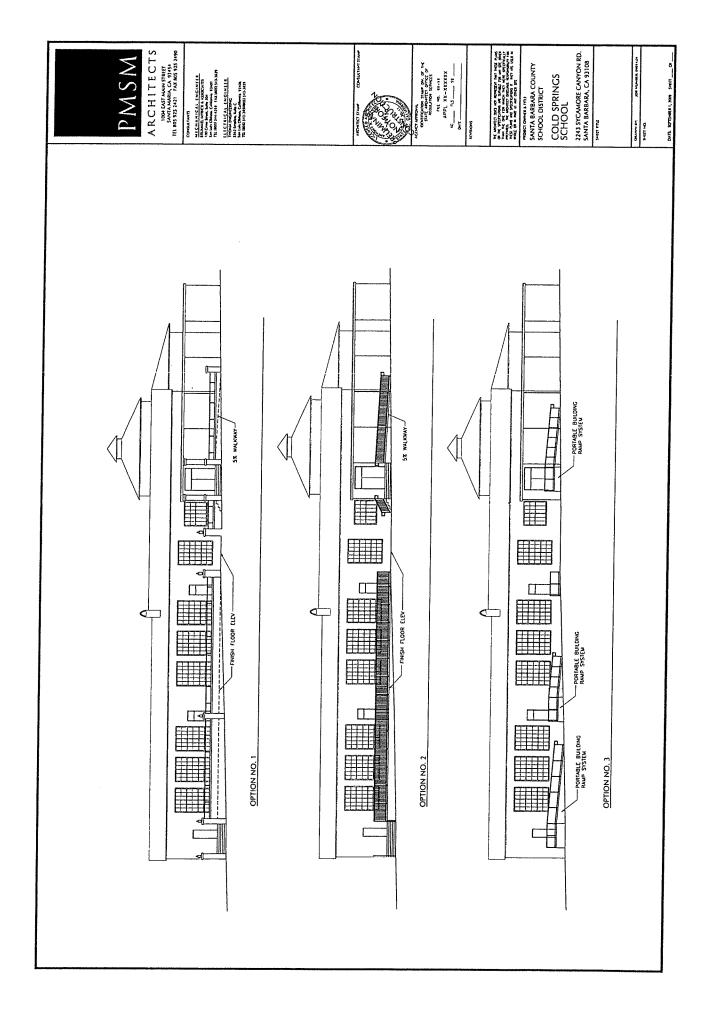






BOY'S RESTROOM





COLD SPRING SCHOOL Measure C Renovation Project

Updated Project List April 8, 2009

Location	Common Projects	Unique to Room	Overtions
Room 1	All new floor tile	Incharaction of the state of th	Augustions
	All new carpet	installed	Modernization of restrooms
	Tackable surface on all vertical surfaces	Installed	•
	New light fixtures	No characteria of	Replace some windows with
	New ceiling tile	INO CUITAINS NECUEU	dual glazed windows
	New sink counter, cabinet, and fixtures	Remove free standing hilletin	
	New countertops under north windows with a	board	
	combination of open and closed storage.	3	
	sor		
	Electrical outlet upgrade		
	LCD Project mounted on ceiling		
	Replace outside doors		
Room 2	All new floor tile.		Modernization of water
	All new carpet		MOGENIUS OF IEST COINS
	Tackable surface on all vertical surfaces		Don't see the see that the see
	New light fixtures		dual glazed mindows with
	New ceiling tile		dual glazed willdows
	Front of room new instructional wall with sliding		
	whiteboard and storage cabinets		
	North window new countertops under windows		
	with a combination of open and closed storage.		
	South window Computer counter under south		
	window		
	Back of room New sink counter, cabinet, and		
	fixtures, new storage cabinets		
	New window coverings		
	Electrical outlet upgrade		
	LCD Project mounted on ceiling		
	Replace outside doors		

Room 3	All near floor tile	
	All new carpet	Modernization of restrooms
	Tackable surface on all vertical surfaces	Renlace some windows with
	New light fixtures	dual glazed windows
	New ceiling tile	
P-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	Front of room new instructional wall with sliding	
	whiteboard and storage cabinets	
	North window new countertops under windows	
***************************************	With a combination of open and closed storage.	
	South window Computer counter under south	
	Window	
	Back of room New sink counter, cabinet, and	
	fixtures, new storage cabinets	
	New window coverings	
	Electrical outlet upgrade	
	LCD Project mounted on ceiling	
	Replace outside doors	
Room 4	All new floor tile.	Add floor tile
	All new carpet	What wall should be "front"
	Tackable surface on all vertical surfaces	wall for instructional unita
	New light fixtures	Omit one outside docto
	New ceiling tile	Replace outside doors
···	Front of room new instructional wall with sliding	repiace datatac acous:
	whiteboard and storage cabinets	
4.4	North window new countertops under windows	
	with a combination of open and closed storage.	
	Back of room New sink counter, cabinet, and	
	fixtures, new storage cabinets	
	New window coverings	
	Electrical outlet upgrade and light switch location	
	LCD Project mounted on ceiling	
Room 5	All new floor tile.	Add floor tile
	All new carpet	What wall should be "front"
	l'ackable surface on all vertical surfaces	wall for instructional unit?
	New light fixtures	Omit one outside door?
	New ceiling tile	Replace outside doors
		repries outside doors:

	Front of room new instructional wall with sliding whiteboard and storage cabinets
	North window new countertops under windows
	with a combination of open and closed storage.
	Back of room New sink counter, cabinet, and
	fixtures, new storage cabinets
	New window coverings
	Electrical outlet upgrade and light switch location
	LCD Project mounted on ceiling
Room 6	
	All new carpet
···	Tackable surface on all vertical surfaces
	New light fixtures
	New ceiling tile
	Front of room new instructional wall with sliding
	whiteboard and storage cabinets
	North window new countertops under windows
	with a combination of open and closed storage.
	Back of room New sink counter, cabinet, and
	fixtures, new storage cabinets
	New window coverings
	Electrical outlet upgrade and light switch location
	LCD Project mounted on ceiling
	Replace outside doors
Room 7	All new floor tile.
	Tackable surface on all vertical surfaces
	New light fixtures
	New ceiling tile
	Front of room new instructional wall with sliding
	whiteboard and storage cabinets
	North window new countertops under windows
	with a combination of open and closed storage.
	Back of room New sink counter, cabinet, and
	fixtures, new storage cabinets
	INCM WILLIAD W COVERINGS

	Electrical outlet upgrade and light switch location LCD Project mounted on ceiling Replace outside doors
Room K	Improve outside cabinets in patio area so that doors close – plastic bins that slide in an out
Room 8	Fix skylights Mount project from ceiling Carpet vs. tile
Room 9	Fix skylights Mount project from ceiling
Room 10	Fix skylights Mount project from ceiling
Room 11	Fix skylights Mount project from ceiling
Library	Remove TV Sliding whiteboard cabinet
Music Room	Redo computer countertop Shelving and storage design to comply with fire safety standards Mount projector on ceiling

Cold Spring School Modernization DRAFT						
District Bond Funds District Mitigation Fees Other funding - interest, grants etc estimated Subtotal/All/Estimated						\$2,440,000 \$0 \$10,000
Current Project Funding Budget			THE RESERVE OF THE PROPERTY OF			\$2,450,000
Project Scope Description	Total Construction Cost Budget	Construction Contingency @ 13.0% of Target Construction Cost	Planning Phase Project Cost Budget Funding Consultant, A/E Planning, Basic Service and Specialty Consultant fees, DSA fees	Planning Phase Project Cost Budget includes other plan check fees, security alarm design budget, preliminary testing reports, survey costs.	Bid and Construction Phase Project Cost Budget includes bid advertisement and printing, utility connection fees, inspection	Total Estimated Project Cost
Campus Reconstruction and Additions Cold Spring School Restroom at \$650/sf x 600 sf Classroom Modernization at \$150/sf x 7000 sf Site work- Allowance	\$390,000 \$1,050,000 \$350,000					100.000
Subtotal	\$1,790,000	\$232,700	\$240,600	\$8,690	\$104,100	\$2,376,090
Totalifor Alle Projects \$117.90 Difference between known funding and estimate for base work	\$1,790,000 ase work		\$232,700	388 <u>6900</u>	\$4004,1000	\$73,910
Difference between known funding and estimate						\$73,910



August 17, 2009

Dr. Bryan McCabe, District Superintendent Cold Spring School District 2243 Sycamore Canyon Road Santa Barbara, CA 93108

Subject: Cold Spring School Modernization Project

Dear Dr. McCabe:

We have reviewed the contracted scope of work for the Cold Spring School Modernization with the DSA. As we discussed they have required additional work for the project, not in our original contracted scope in order to be acceptable to the DSA. There are three main items that DSA has required-walkway upgrades for an accessible path of travel, minor fire alarm upgrades in the classrooms and restrooms, and a restroom upgrade near classrooms 1-3. To accomplish this work we propose the following scope and fees based on our July 8 and August 3 meetings at the District office.

Accessible Path of Travel

Using the District provided topographic map of the areas affected around the existing accessible parking spots, the walkway along the covered walk of rooms 1-3, the transition at the office/rooms 4-5 and the area at the north side of rooms 4-5 we will develop a design to meet the needs of access compliance for the DSA review. It is expected that we will be given elevations of existing finish floors of affected buildings, map utilities visible to the surface, fences, walls, other minor structures, and tree trunks over 6". The elevations should be based on a local benchmark and with contours at one foot intervals and spot elevations on a 50' grid.

We will use the information from the topographic survey to prepare a walkway design to meet the minimum requirements of the DSA for an accessible path to the classrooms affected. We will prepare a grading and drainage plan for the walkway improvements. We will provide walkway designs and handrail designs for the walkways between classrooms 3 and 4 and the business office. We will also provide a raised concrete walk design at rooms 4,5 and the MPR north entrance. These will utilize straight run stairs and concrete ramps. This work will be required to be reviewed and approved by the DSA as part of the application. We have provided 3 options for the District with associated design costs as listed below. Please initial next to the option that the District wishes to pursue:

Option #1- Sitework, Stylized Concrete walk, stucco stem-walls and rail	Option #1-	Sitework, St	ylized	Concrete walk.	stucco ste	em-walls and	rails
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Fee for Construction Documents (Including Specifications)	\$36,400
Fee for Bidding	\$750
Fee for Construction administration	\$7,460

Option #2- Sitework, Standard Concrete walk and Rails	
Fee for Construction Documents (Including Specifications)	\$28,650
Fee for Bidding	\$675
Fee for Construction administration	\$6,960
Option #3- Sitework, Modular Stairs, Ramps and Rails	
Fee for Construction Documents (Including Specifications)	\$20,950
Fee for Bidding	\$675
Fee for Construction administration	\$5,560

Staff Restroom and Fire Alarm Upgrades

We will provide restroom and classroom fire alarm upgrades. In addition, the DSA is requiring the following locations for accessible restrooms- Boys restroom at classrooms 7 and 8, Girls restroom upgrade at Auditorium building, staff restroom centralized on campus (auditorium building identified as acceptable) and a student unisex restroom at classrooms 1-3. Our current scope of work included only upgrading existing boys, girls and staff unisex restrooms and not expanding restroom space. If the restrooms at classrooms 4-5 are requested to be upgraded the entire restroom will need to be accessible and approved by DSA. We have proposed the following two options for additional services to our current scope of work of restroom upgrades on campus. Please initial the selected option:

Option #1- Add staff restroom at Janitor closet, add restroom at Rooms 1-3, add accessible restroom at Classroom 4-5, Fire alarm upgrade

Fee for Construction Documents	\$21,800
Fee for Bidding	\$950
Fee for Construction Administration	\$2,800
Option #2- Add staff restroom at Janitor closet, add	d restroom at Rooms 1-3, Fire alarm
upgrade	

upgrade	
Fee for Construction Documents	\$9,800
Fee for Bidding	\$650
Fee for Construction Administration	\$1,500

The work noted above is assumed to be in conjunction with our current contract for architectural services. This proposal is valid for 60 days from the date listed in the heading of this letter.

If this proposal meets with your approval, please sign both copies of this letter, retain one for your records, and return the other to us.

If additional work not noted above is required by the DSA (including structural engineering), we will develop a scope and cost for that work and obtain approval from the District, prior to commencing with the work required.

We are excited to continue working on this project and executing the educational and facility goals of the District.

Sincerely,

Anthony Palazzo AIA

Accepted by:

District Representative

Exclusions:

Please note that the following work is not included in our fees described above:

Agency approval services other than DSA approval

Structural engineering or landscape design

Costs to procure site survey

Plan-check-or-building-permit-fees

Bid advertising, bid set printing

Travel expenses

LEED certification

Detailed cost estimate/budgeting

Savings by Design or CHIPS program initiatives that require special engineering

Costs to procure survey, seismic and/or soil tests and reports

School signage or marquee design

Energy management controls

As-built plans of existing campus for fire alarm interface

Studies concerning construction noise impact or mitigation

Expert witnessing of laboratory or field tests on equipment that may have to meet specific acoustical requirements of this project prior to installation

CCTV, security systems, access control, telephone systems, and intercom

Assumes utility services are readily available at project site. Excludes off site utility coordination and design for the extension of services to property.

Final application for service, fees, excess wire charges, engineering retainers, etc. that may be required of the Owner by each utility

Under grounding and or relocation of any existing utility services along property frontage or required to accommodate project

Off site (beyond property line) electrical and street lighting work

Sign lighting compliance forms (required by Title 24) for internally lit signs

Emergency generator and related emergency distribution system

Lighting protection system design

Solar power systems

Custom lighting fixture designs

Active electronics for data distribution (routers, servers, etc.)

Page 4 of 5

Specification of customer-owned telephone cabling between buildings, terminations and fusing beyond the telephone utility minimum point of entry

Field monitoring with recording ammeter to determine existing load and capacities

Detailed cost comparisons between optional system and or systems life cycle cost analysis

California Title 24 acceptance verification, testing or reviews

Fire sprinkler design and calculations

On site gas, sewer and plumbing design outside of building footprint

All other services not noted in the scope of work listed above

ACTION November 10, 2009

BOARD AGENDA ITEM

TO:

Board of Trustees

FROM:

Bryan McCabe, Superintendent/Principal

RE:

Approval of a proposal from Leland Saylor Associates for

Construction Documents Estimate for the Measure C Bond

Project

Having an accurate cost estimate of the renovation project will help the District determine how to structure the bid process this spring for the project. Anthony Palazzo at PMSM recommends Leland Saylor Associates (LSA) for this service. Included with this item is a proposal from LSA and selected pages from an estimate they provide another district with a similar scope of work.

I recommend that the Board of Trustees approve the proposal for construction documents estimate by Leland Saylor Associates.

Bryan McCabe, Superintendent/Principal



595 Market Street, Suite 400 San Francisco, CA 94105 TEL: 415-291-3200 FAX: 415-291-3201 www.lelandsaylor.com

October 12, 2009

Mr. Federico Cortez Phillips Metsch Sweeney Moore Architects 1004 East Main St. Santa Maria, Ca 93454

RE: Cold Spring Elementary Santa Barbara, CA

LSA Quote #Q09-294

Dear Mr. Cortez:

We are pleased to submit our proposal for consulting services for the above-referenced project as follows:

- 1. <u>Building Description</u>: Remodel of (e) elementary school for buildings 100-600.
- 2. Task Description:
- 3. Supplemental Consulting: All work not specifically covered by the fixed fees above shall be billed on a time and materials basis in accordance with LSA's current schedule of fees and the terms of this agreement. Additional work includes any work not included in this agreement which may be requested by agencies and/or owners, such as preparation for meetings or attendance of meetings, additional estimates not in scope, reconciliation of LSA's estimate(s) with other estimate(s), value engineering services and services related to litigation. Requests for such meetings, studies and additional estimates not in scope must be authorized in writing.

BUDGETTime and Materials



Page 2 of 3 October 12, 2009 Quote #Q09-294 Cold Springs Elementary Santa Barbara, CA

Cordially yours,

Should the scope or budget vary significantly from that stated, LSA reserves the right to adjust its proposal accordingly.

This quotation is subject to review of all documents prior to start of work. All documents must be in house prior to start of work. If additional documentation is received after substantial completion of our estimate, incorporation of revised drawings will be billed on a Time & Material basis. All estimates require a minimum of two weeks from notice to proceed to completion of estimate.

Please note that our estimators work from paper drawings and that electronic drawings will be sent out to be printed at \$15/page (one full size and one ½ size set.) These charges may be avoided by sending us paper copies. Project documents may be sent to the attention to Mike Kritscher, Chief Estimator. Please contact Mike with all technical and scheduling questions.

Leland Saylor Associates shall perform all of its work in accordance with accepted estimating practice and standards.

Please sign and date this agreement to indicate your acceptance of this proposal and return to this office. Terms and conditions appearing on the third page of this letter are a part of this agreement. This quotation is valid for a period of 60 days.

If you have any questions or wish further information, please call me.

A Juni	
Jeff Saylor	
LELAND SAY	LOR ASSOCIATES
Accepted for:]	Phillips Metsch Sweeney Moore Architects
Ву:	
Date:	
JS/am	

CONTRACT CONDITIONS

The following Contract Conditions are hereby made a part of the preceding proposal.

SCOPE OF THE AGREEMENT

Please refer to the attached proposal letter for Scope Definition

CONTRACT CONDITIONS

The terms and conditions of this proposal constitute the entire agreement between the parties. Any terms, provisions or conditions in the client's purchase orders, correspondence, or other forms which are inconsistent with the terms, provisions or conditions of LSA's documents are void, unenforceable, and not a part of the agreement. Retainer funds not exhausted are returned upon completion of services.

LIMITATIONS ON LIABILITY

LSA makes no warranties, express or implied, that opinions, services, estimates, and schedules rendered by its employees or officers will serve the function required, as it does not have control of the end product.

Services performed by LSA under this agreement shall not constitute it an architect, engineer, construction contractor or building inspector, nor impose upon it any obligation to assume, render or perform on behalf of the owner, architect, or engineer any responsibilities/duties performed by any of the above professionals.

The estimate(s) performed by LSA represent LSA's best judgment as an estimating professional familiar with the construction industry. It is recognized, however, that neither LSA nor the Architect has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, LSA cannot and does not warrant or represent that bids or negotiated prices for the Project will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by LSA.

INDEMNIFICATION

Client agrees to save and hold harmless LSA in a lawsuit or other preceding relating to LSA services and obligations under this contract.

TIME OF PERFORMANCE

LSA shall not be held liable for any delay or failure to perform the work described in the agreement if such delay or failure is caused directly or indirectly by fire, flood, explosion, other casualty, strike, labor disturbance, state of war, insurrection, riot, government regulations, either existent or future restrictions, appropriations or any other cause beyond the control of LSA. In the event the Client requests termination of the work prior to the completion of a report, the office of LSA reserves the right to complete such analysis and records as are necessary to the project file in order and, where considered by the office of LSA necessary to protect professional reputation to complete a report on the work performed to date. A termination charge to cover thereof in an amount not to exceed 30 percent of all charges incurred up to the date of work stoppage may be made at the discretion of the office of LSA.

INVOICE AND PAYMENT POLICY

All projects are billed semi-monthly and payment is due on the tenth (10th) prox of the month following the month for which the services were invoiced. If payment is not received within thirty (30) days of the date of the invoice, the unpaid balance will be subject to a late payment fee, computed at the periodic rate of one and one-half percent (1 1/2%) per month.

Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to the accrued interest and then to the principal unpaid amount PLUS a minimum of 1/2 hour each of Administrative time per month to cover the costs of monitoring the account. All attorneys' fees or other costs incurred in collection, any delinquent amount shall be paid by the Client. Overdue accounts, 5 days from date of statement will become delinquent ALL WORK SHALL BE STOPPED until all accrued charges, to date of delinquency, have been paid in full. Client agrees to pay all fees stipulated in the contract for the performance of the work, regardless of payment by owner. In the event owner does pay on account, all fees shall be paid within 2 weeks of payment by owner.

ATTORNEY FEES

In the event any process of law is resorted to by LSA to collect any monies due hereunder, the Client agrees to pay all costs, interest and attorney fees incurred.

COMPENSATION BILLING

(a) TIME AND CHARGES AND FIXED CONTRACTS

Labor and computer time will be charged in accordance with the Billing Rate Sheets that prevail at the time the work proceeds. LSA will adjust these rates each January 1 per CPI. Work performed in subsequent years to that in which the contract was signed will be billed at the adjusted rates. Overtime will be billed at regular hourly rates. Charges up to two (2) hours per weekday for travel outside of normal work hours or up to four (4) hours per day for weekends will be made.

(b) EXPENSES AND COSTS

Client agrees to pay all costs incurred by LSA in the performance of this contract. These costs shall include but not be limited to the following: materials, mileage, travel, graphics, document reproduction, consultants, long distance telephone calls, telex, fax, special handling and delivering, lodging per diem, etc. Such costs will be charged at the invoiced cost plus ten percent (10%). Per diem will be charged in accordance with the Rate Sheet and does not include the cost of the hotel, taxes, and transportation.

We reserve the right to suspend or terminate our services on any account not paid in accordance with the terms of this agreement.

11.D.4



SCHEMATIC LEVEL ESTIMATE

MARY BUREN ELEMENTARY SCHOOL GUADALUPE, CA

LSA JOB NUMBER: 06-146B

February 1, 2007

SAMPLE

PREPARED FOR

PHILLIPS METSCH SWEENEY MOORE ARCHITECTS

BY LELAND SAYLOR ASSOCIATES

425 Market Street, Suite 2200 | San Francisco | California | 94105 415-955-0545 | 415-989-3450 (f) | www.lelandsaylor.com



LOCATION: GUADALUPE, CA

CLIENT: PHILLIPS METSCH SWEENEY MOORE ARCHITECTS

DESCRIPTION: REMODELING

JOB NUMBER: 06-146B

PREPARED BY: RSD, JB, KO

BID DATE: EARLY 2008

ESTIMATE DATE: 2/1/2007

PREFACE AND NOTES TO THE ESTIMATE

1.0 PROJECT SYNOPSIS

1.1 TYPE OF STUDY:

SCHEMATIC LEVEL ESTIMATE

1.2 PROJECT DESCRIPTION:

Construction Type:

III-N FOR BLDG. 010, V-N FOR BLDGS. 020 & 040

Foundation Type:

N/A

Exterior Wall Type:

N/A

Roof Type:

N/A

Stories Below Grade:

N/A

Stories Above Grade:

ONE

Sitework:

MINOR AC PAVING, STRIPING, ACCESSIBLE RAMP

Plumbing System:

FIXTURES, ACCESSORIES, VALVES & SPECIALTIES, PERMITS, TEST &

CLEAN

Mechanical System:

EQUIPMENT, CONTROLS, DUCTWORK, SPECIALTIES, PERMITS, TEST &

BALANCE

Fire Protection System:

N/A

Electrical Service:

PANEL DISTRIBUTION CONNECTION, LIGHTING, DEVICES, SPECIAL

SYSTEMS



LOCATION: GUADALUPE, CA

CLIENT: PHILLIPS METSCH SWEENEY MOORE ARCHITECTS

DESCRIPTION: REMODELING

PENODELING

JOB NUMBER: 06-146B

PREPARED BY: RSD, JB, KO

BID DATE: EARLY 2008

ESTIMATE DATE: 2/1/2007

PREFACE AND NOTES TO THE ESTIMATE

1.3 GENERAL NOTES REGARDING PROJECT:

THIS IS A CLASSROOM AND TOILET REMODELING PROJECT WHERE THE MAIN OBJECTIVE IS MEETING THE REQUIREMENTS FOR PHYSICALLY CHALLENGED PEOPLE AND UPGRADING THE MAJORITY OF MECHANICAL, ELECTRICAL AND PLUMBING CONDITIONS.

2.0 DEFINITIONS

2.1 ESTIMATE OF COST:

An Estimate of Cost is prepared from a survey of the quantities of work - items prepared from written or drawn information provided at the design-development, working drawing or bid-documents stage of the design. Historical costs, information provided by contractors and suppliers, plus judgmental evaluation by the Estimator are used as appropriate as the basis for pricing. Allowances as appropriate will be included for items of work which are not indicated on the design documents provided that the Estimator is made aware of them, or which, in the judgment of the Estimator, are required for completion of the work. We cannot, however, be responsible for items or work of an unusual nature of which we have not been informed.

2.2 BID:

An offer to enter a contract to perform work for a fixed sum, to be completed within a limited period of time.

11.0.7.



LOCATION: GUADALUPE, CA

CLIENT: PHILLIPS METSCH SWEENEY MOORE ARCHITECTS

DESCRIPTION: REMODELING

JOB NUMBER: 06-146B

PREPARED BY: RSD, JB, KO

BID DATE: **EARLY 2008** ESTIMATE DATE: **2/1/2007**

PREFACE AND NOTES TO THE ESTIMATE

3.0 BIDS & CONTRACTS

3.1 MARKET CONDITIONS:

In the current market conditions for construction, our experience shows the following results on competitive bids, as a differential from Leland Saylor Associates final estimates:

Number		Percentage
of Bids		Differential
1	***************************************	+25 to 100%
2 - 3	***************************************	+10 to 25%
4 - 5	***************************************	0 to +10%
6-7	***************************************	0 to -10%
8 or more	***************************************	-10 to -20%

Accordingly, it is extremely important to ensure that a minimum of 4 to 5 valid bids are received. Since LSA has no control over the bid process, there is no guarantee that proposals, bids or construction cost will not vary from our opinions or our estimates. Please see Competitive Bidding Statement in the estimate detail section for more information.



LOCATION: GUADALUPE, CA

CLIENT: PHILLIPS METSCH SWEENEY MOORE ARCHITECTS

DESCRIPTION: REMODELING

JOB NUMBER: 06-146B

PREPARED BY: RSD, JB, KO

BID DATE: EARLY 2008

ESTIMATE DATE: **2/1/2007**

PREFACE AND NOTES TO THE ESTIMATE

4.0 ESTIMATE DOCUMENTS

4.1 This Estimate has been compiled from the following documents and information supplied:

DRAWINGS:

Architectural	Mechanical	Landscaping
A101-941	M-001-203	None
Structural	Plumbing	Accessibility Standards
None	P-001-501	None
Civil	Electrical	Other
None	E-0001-701	None

SPECIFICATIONS / PROJECT MANUAL:

PROJECT MANUAL, RECEIVED 1/25/07

COSTS PROVIDED BY OTHERS:

NONE

4.2 The user is cautioned that significant changes in the scope of the project, or alterations to the project documents after completion of the schematic level estimate can cause major cost changes. In these circumstances, Leland Saylor Associates should be notified and an appropriate adjustment made to the schematic level estimate.

11.D.9.



LOCATION: GUADALUPE, CA

CLIENT: PHILLIPS METSCH SWEENEY MOORE ARCHITECTS

DESCRIPTION: REMODELING

JOB NUMBER: 06-146B

PREPARED BY: RSD, JB, KO

BID DATE: EARLY 2008

ESTIMATE DATE: 2/1/2007

PREFACE AND NOTES TO THE ESTIMATE

5.0 GROSS FLOOR AREA

BUILDING	GSF
- SITEWORK	2,650
- BUILDING 010 REMODEL	17,786
- BUILDING 020 REMODEL	4,105
- BUILDING 040 REMODEL	2,239
TOTAL GROSS SQUARE FEET	24,130
. BUILDING 010 - ADD ALTERNATE #1	2,330

6.0 WAGE RATES

6.1 This Estimate is based on market wage-rates and conditions currently applicable in GUADALUPE, CA.

11.0.10.



LOCATION: GUADALUPE, CA

CLIENT: PHILLIPS METSCH SWEENEY MOORE ARCHITECTS

DESCRIPTION: REMODELING

JOB NUMBER: 06-146B

PREPARED BY: RSD, JB, KO

BID DATE: EARLY 2008

ESTIMATE DATE: 2/1/2007

PREFACE AND NOTES TO THE ESTIMATE

7.0 PRORATE ADDITIONS TO THE ESTIMATE

7.1 GENERAL CONDITIONS:

10.00%

An allowance based on 10.00% of the construction costs subtotal has been included for Contractor's General Conditions.

7.2 **CONTINGENCY**:

12.00%

An allowance based on 12.00% of the construction costs subtotal has been included for Design/Estimating Contingency.

NOTE: This allowance is intended to provide a Design Contingency sum only, for use during the design process. It is not intended to provide for a Construction Contingency sum.

7.3 **ESCALATION**:

13.50%

An allowance of 13.50% has been included in this estimate for construction material & labor cost escalation up to the anticipated mid-point of construction, based on the following assumptions:

Construction start date:

JUNE '08

Construction period:

6 MONTHS

Mid-point of construction:
Annual escalation rate:

AUG. '08 9.00%

Allowance for escalation:

13.50%

No allowance has been made for Code Escalation or Technological Escalation.

11.9.11.



LOCATION: GUADALUPE, CA

CLIENT: PHILLIPS METSCH SWEENEY MOORE ARCHITECTS

DESCRIPTION: REMODELING

JOB NUMBER: 06-146B

ESTIMATE DATE: 2/1/2007

PREPARED BY: RSD, JB, KO

BID DATE: EARLY 2008

PREFACE AND NOTES TO THE ESTIMATE

7.4 GEOGRAPHICAL FACTOR:

0.00%

This estimate is based on current market prices for work of a similar character, done in GUADALUPE, CA. No adjustment is required for geographical location factor.

7.5 MARKET FACTOR:

0.00%

We do not anticipate that market conditions applying at the projected bidding date for the project will be significantly different from current market conditions. No adjustments are therefore required for Market Factor.

7.6 SMALL JOB FACTOR

2.00%

A Small Job Factor of 2.00% has been included in the prorates section of the estimate. A Small Job Factor is appropriate for all jobs that total less than \$1 million.

7.7 PHASING ALLOWANCE

5.00%

A Phasing Allowance of 5.00% has been included in the prorates section of the estimate.

7.8 **BONDS**:

2.00%

An allowance of 2.00% of the construction cost subtotal is included to provide for the cost of Payment and Performance Bonds, if required.

7.9 CONTRACTOR'S FEE:

10.00%

An allowance based on 10.00% of the construction cost subtotal is included for Contractor's office Overhead and Profit. Office overhead of the contractor is always included with the

All field overhead of the contractor is included in the General Conditions section of the estimate.

11.2.12.



LOCATION: GUADALUPE, CA

CLIENT: PHILLIPS METSCH SWEENEY MOORE ARCHITECTS

DESCRIPTION: REMODELING

JOB NUMBER: 06-146B

PREPARED BY: RSD, JB, KO

BID DATE: EARLY 2008

ESTIMATE DATE: 2/1/2007

PREFACE AND NOTES TO THE ESTIMATE

8.0 SPECIAL NOTES PERTAINING TO THIS ESTIMATE

8.1 SPECIFIC INCLUSIONS:

The following items are specifically included in this estimate:

NONE

8.2 SPECIFIC EXCLUSIONS:

The following items are specifically excluded from this estimate:

HAZMAT

SOIL REMEDIATION

11.D.13.

PROJECT: MARY BUREN ELEMENTARY SCHOOL

LOCATION: GUADALUPE, CA

CLIENT: PHILLIPS METSCH SWEENEY MOORE ARCHITECTS

DESCRIPTION: ESTIMATE SUMMARY

LSA JOB NO: 06-146B

PREPARED BY: RSD, JB, KO

CHECKED BY: SF

ESTIMATE DATE: **2/1/2007**

PROJECT GSF: 26,780

SCHEMATIC LEVEL ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	- Production	- GOARIN	0,411	CO3.	IOIAL
	SITEWORK	2,650	SF	5	12,84
	BUILDING 010 REMODEL	17,786	SF	60	1,071,35
	BUILDING 020 REMODEL	4,105	SF	11	44,62
	BUILDING 040 REMODEL	2,239	SF	76	170,77
	TOTAL PROJECT COSTS			48.53	1,299,60
	BUILDING 010 - ADD ALTERNATE #1				
	BUILDING UIU - ADD ALIERNAIE #1	2,330	SF	140	325,296
	PRORATES INCLUDED IN ABOVE COSTS				
	General Conditions	10.00%	1		
	Design Contingency	12.00%			
	Escalation	13.50%	ĺ		
	Geographical Location Factor	0.00%			
	Market Factor	0.00%			
	Small Job Factor	2.00%	l		
	Phasing Allowance	5.00%			
	Bonds	2.00%			
	Overhead and Profit	10.00%			

11.2.14.

PROJECT: MARY BUREN ELEMENTARY SCHOOL

LOCATION: GUADALUPE, CA

CLIENT: PHILLIPS METSCH SWEENEY MOORE ARCHITECTS

DESCRIPTION: SITEWORK

LSA JOB NO.: 06-146B
PREPARED BY: RSD, JB, KO

CHECKED BY: SF

ESTIMATE DATE: 2/1/2007

GSF: 2,650

SCHEMATIC LEVEL ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
			07111	1	IOIAL
1.10	DEMOLITION			1.60	4,
1.11	ASBESTOS ABATEMENT			-	NO
1.25	SITE, SERVICE, GRADING, GENERAL & PAVING			1.44	3,
1.26	SITE UTILITIES			-	N
1.27	GENERAL SITE			-	NO
1.28	OFF SITE]		-	NO
1.29	SITE MISCELLANEOUS			-	NO
	SITE SUBTOTAL			3.04	8,
				0.04	
	TOTAL SITE			3.04	8,
	PRORATE DETAIL				
	General Conditions	10.00	İ		
	Design Contingency	10.00%			
	Escalation	12.00%			_
	Geographical Location Factor	13.50% 0.00%			1,
	Market Factor	0.00%	-		
	Small Job Factor	2.00%			
	Phasing Allowance	5.00%			4
Miles and the second second	SUBTOTAL	<u> </u>		4.33	11,4
	Bonds	2.00%			2
	Overhead and Profit	10.00%			1,1
				i	

11.015

PROJECT: MARY BUREN ELEMENTARY SCHOOL

LOCATION: GUADALUPE, CA

DESCRIPTION: BUILDING 040 REMODEL

CLIENT: PHILLIPS METSCH SWEENEY MOORE ARCHITECTS

CHECKED BY: SF ESTIMATE DATE: 2/1/2007

LSA JOB NO.: 06-146B

PREPARED BY: RSD, JB, KO

GSF: 2,239

SCHEMATIC LEVEL ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	TINU	COST	TOTAL
10.11	PLUMBING				
	EQUIPMENT	"			
	WATER HEATER, INSTANTANEOUS	1	EA	749.00	749
	FIXTURES				
	WATER CLOSET, WALL, SENSOR	3	EA	1,089.00	3,267
	LAVATORY, WALL, SENSOF	4	EA	1,082.00	4,328
	SHOWER	1	EA	859.00	859
	URINAL, WALL HUNG, SENSOR	, 1	EA	1,046.00	1,046
	SINK, SINGLE COMPARTMENT	2	EA	682.00	1,364
	ROUGH-IN / PIPE				
	ROUGH-IN AT FIXTURE	11	ĖA	630.00	6,930
	C.I.P. 1-HUB W/FTGS, TRENCH, 2"	40	LF	38.67	1,547
	C.I.P. 1-HUB W/FTGS, TRENCH, 4"	20	LF	46.61	932
	C.I.P. NO-HUB W/FTGS, SPRTS, 2"	25	LF	35.74	894
	COPPER "L" PIPE W/FTGS, SPRTS, 1/2"	40	LF	14.91	596
	COPPER "L" PIPE W/FTGS, SPRTS, 2"	20	LF	35.12	702
	HOSE BIBB	2	EA	82.00	164
	INSULATION FBGLS W/A.J. 1/2" PIPE	15	LF	7.38	111
	MISCELLANEOUS PLUMBING SPECIALTIES				
	FLOOR DRAIN	3	EA	254.00	762
	WALL CLEANOUI	1	EA	119.00	119
	WATER HAMMER ARRESTEF	1 1	EA	143.00	143
	TRAP PRIMER	3	EA	129.00	387
	MISCELLANEOUS				
	FEES, PERMITS	1 1	LS	600.00	600
	STERILIZATION		LS	1,000.00	1,000
	CLEAN AND TEST	11	FIX	48.00	528
	SUBTOTAL 10.11				27.000
	SUBTOTAL 10.11				27,028

11.2.16.

PROJECT: MARY BUREN ELEMENTARY SCHOOL

LOCATION: GUADALUPE, CA

LSA JOB NO.: 06-146B

CLIENT: PHILLIPS METSCH SWEENEY MOORE ARCHITECTS

PREPARED BY: RSD, JB, KO
CHECKED BY: SF

DESCRIPTION: BUILDING 010 - ADD ALTERNATE #1

ESTIMATE DATE: 2/1/2007

GSF: **2,330**

SCHEMATIC LEVEL ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
33.00	SIFOTRICAL CRECILL CHEMPING				
11.02	ELECTRICAL SPECIAL SYSTEMS		ļ		
	TELCOM/ DATA SYSTEM				
	TEL CLOSET/ BKBRD- ACCESS	1	LS	1,300.00	1300
	DATA OUTLET ALONE	13	EA	107.00	1391
	COMBO WALL DEVICE	3	EA	131.00	393
	STUB UP	16	EA	115.00	1840
	1" HOMERUN TO TTB	250	LF	11.00	2750
	SYSTEM CABLING	1	LS	1,700.00	1700
	FIRE ALARM				
	ALLOWANCE FOR FACP UPGRADE	1	LS	500.00	500
	ACCESS EXISTING FACP	1	EA	250.00	250
	SMOKE DET	10	EA	241.00	2410
	HEAT DET	3	EA	233.00	699
	PULLSTATION	2	EA	229.00	458
	STROBE LT	4	EA	241.00	964
	COMBO- HORN /STROBE	2	EA	321.00	642
	MONITOR MODULES]]	EA	170.00	170
	BRANCH CKTS	800	LF	7.33	5864
	ADDED PLENUM CABLE	700	LF	3.89	2723
	DRAWINGS	1	LS	2,000.00	2000
	CLOCK/ SPEAKER SYSTEM				
	ALLOWED MODIFICATION AT AMPLIFIER	1	LS	400.00	400
	CONNECTION TO MASTER CLOCK		LS	300.00	300
	ALLOWED TERMINAL CABINETS	2	EA	400.00	800
	CLOCK	4	EA	225.00	900
	CLOCK OUTLET	4	EA	89.00	356
	CLOCK CIRCUITS	250	LF LF	7.00	1750
	SPEAKER- CLG MTD W/ BACKBOX	4	EA	240.00	960
	OUTLET	4	EA	71.00	284
	SPEAKER CKTS- PLENUM	250	EA	3.12	780
	VOLUME CONTROL - ALLOW	230	EA	115.00	780 460
	ALLOW MELOW	[" "]	۲۸	113.00	400
	SUBTOTAL 11.02		l		33,044

11.0.17.

ACTION December 14, 2009

BOARD AGENDA ITEM

TO:

Board of Trustees

FROM:

Bryan McCabe, Superintendent/Principal

RE:

Approval of a proposal by bitvision for the purchase and

installation of a video surveillance system

The Board has requested that I obtain proposals for a video surveillance system to provide coverage of the two entrances to the school. I contacted five firms and received proposals from three of them. Christian Garfield and I met with representatives from the firms, discussed equipment options, and reviewed possible locations for the cameras. We believe an IP camera system that operates over the existing Ethernet/fiber optic system is the best approach. A camera would be located on the new Kindergarten classroom directed at the front gate and a second camera would be located at the end of Room 11 (Mrs. Pickle's classroom) aimed at the two Stoddard Lane entrances.

Mr. Garfield and I believe the proposal from bitvision would work best for Cold Spring School. The bitvision staff has experience providing camera surveillance systems for schools and they have a history with Cold Spring School and our computer network. Bitvision installed our current server, provided system maintenance, and advised us on other network issues the past four years. Although the cost of their proposal is in the middle of the other proposals, they are recommending equipment that better meets our needs. The attached proposal includes a 22 inch LCD monitor that we do not need since the Hann family donation includes a monitor that we plan to use for the surveillance system. Therefore, the total cost is closer to \$6,900. The purchase of this system will be funded by Measure C bond funds.

I recommend that the Board of Trustees approve the proposal from bitvision for the purchase and installation of a video surveillance system.

Bryan McCabe, Superintendent/Principal

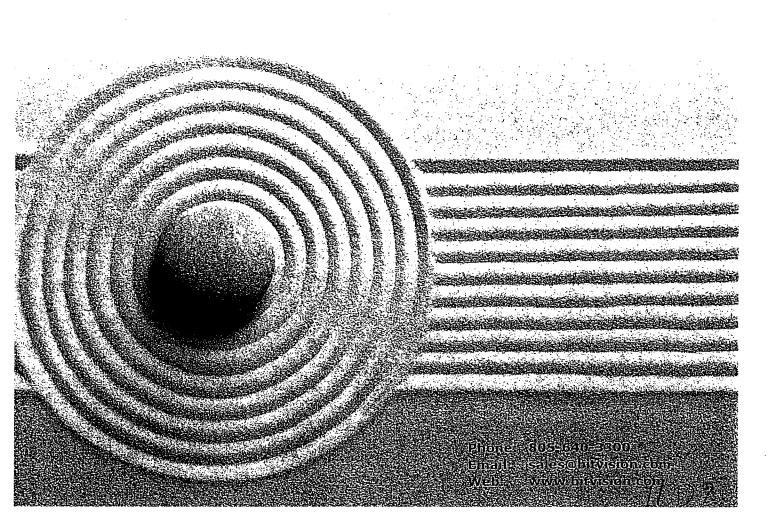


We have prepared a quote for you

Cold Springs School

Quote #000046

Version 1





Phone: 805-640-3300

Email: sales@bitvision.com
Web: www.bitvision.com

red For

pring School McCabe Sycamore Canyon Rd Barbara, CA 93108

Prepared By

Anthony Winecoff Phone: 805-640-3300 Email: Tony@bitvision.com

bmccabe@coldspringschool.net

ty Came	ra Hardware	Price	Qty	Extended
PC4IP	• 4 Channel NUUO PC Based Surveilance DVR based, 3 TB Video Hard Drive, The NUUO-PC4IP is a 4 channel PC Based, IP Network Video Recorder (NVR) with a USB software license dongle to support up to 4 normal resolution or megapixel IP cameras. The 4 IP camera license can be used in conjunction with NUUO DVR cards to create a hybrid surveillance system or by itself to create a pure IP based surveillance system. The NUUO-PC4IP comes with a PC Based Network Video Recorder (NVR), the IP Surveillance Software CD and a 4 IP Camera USB License Dongle. Your surveillance system can be expanded at any time by purchasing additional license dongles for up to 64 normal resolution cameras or 32 megapixel cameras. The modular design of NUUO allows you to grow your system as needed with both IP cameras and CCTV cameras. CCTV Camera Pros can also custom build a NVR / DVR system for you using the SCB IP+ 04 software.	\$2,995.99	1	\$2,995.99

ITvision

Peace of mind IT

Phone: 805-640-3300 Email: sales@bitvision.com

Web: www.bitvision.com

ity Cam	era Hardware	Pric	e Qty	Extended
7161	IP-V97161 2 Megapixel IP Camera, CMOS Sensor, 4.5 ~ 10 mn Vari-focal			\$1,487.98
	The IP-V97161 two (2) megapixel IP camera boasts high-definition (1600 x 1200) resolution that delivers very clearly detailed images. It also provides a coverage area 6 times larger than a VGA camera. It's simulated "ePTZ" (pan, tilt, zoom) functions enable users to move quickly to a targeted area for close-up shots without moving the camera physically. Multiple video streams can be delivered simultaneously in different resolutions, frame rates and image qualities for viewing on various platforms such as desktop PC's, 3G cell phones or NVR's (network video recorders). This helps to meet different surveillance requirements or bandwidth constraints. To consistently maintain superior image quality during 24-hour surveillance, the IP-V97161 comes with a removable IR-cut filter to accept IR illumination (night) and an auto-iris lens (day) to react to frequent light changes. The IP-V97161 2 megapixel IP camera includes other advanced features such as, 802.3af compliant PoE to support power over Ethernet, HTTPS encrypted data transmission for added security and two-way audio via SIP protocol.			
O-IRH	Vivotek AE2000 Infrared Camera Housing, IR Housing, TPH6000-085/11IRH,IR The Vivotek AE2000, TPH6000-085/11IRH infrared camera housing has a built in Heater/Blower for extreme cold or warm outdoor surveillance applications. This IR illuminator housing has 11 high powered infrared LEDs which enable the IP-V97161 2 megapixel IP camera to see in complete darkness while in night mode. This camera housing has an IP67 weatherproof rating and is vandal resistant. The housing is made of die-cast aluminum which is resistant to impact and salt damage. The inner dimensions are W110mm x L200mm x H115 mm. The inner dimensions are W110 x L200 x H115 (mm).	\$359.99	1	\$359.99
V48	POE-12V48 Power over Ethernet, POE Injector Kit	\$41.99	2	\$83.98

olTvision

Peace of mind IT

Phone: 805-640-3300

Email: sales@bitvision.com

Web: www.bitvision.com

rity Came	ra Hardware		Qty Extended
-LCD22	22 Inch LCD Monitor, VGA Input, DVI Input, 1600 x 1200 Resolution	\$359.99	1 \$359.99
	Video Surveillance Monitor Features		
	· 22" Widescreen Format		
	· VGA and DVI video inputs		
	· 1680 x 1050 Video Resolution		
	Use with Stand Alone Digital Video Recorders		
	Use with PC Based Geovision Surveillance Systems		
	· VESA Mounting Compliant		
	Security Camera Hardware Subtotal	.:	\$5,287.93

llation Labor	Price	Qty	Extended
Setting up Camera and Recorders	\$95.00	7	\$665.00
Mounting Cameras	\$65.00	4	\$260.00
Cable Installation	\$65.00	10	\$650.00
Installation Labor Subtotal			\$1,575.00

ing					Price	Qty	Extended
	Free Shipping				\$0.00		\$0.00
		Sh	iipping Subtota	i			\$0.00

\$5,287 .93	Security Camera Hardware
\$1,575.00	Installation Labor
\$0.00	Shipping
\$6,862:93	Subtotal
\$436.26	Tax
\$7,299.19	Total

ou for using bITvision. Our friendly, full service IT staff will provide you assistance with all your home and business gy needs. When you think technology, think bITvision.

11.05.