

**MUROC JOINT UNIFIED SCHOOL DISTRICT
SPECIAL BOARD MEETING**

**District Board Room
Richard B. Lynch Educational Center
17100 Foothill Avenue + North Edwards, CA 93523**

BOARD OF TRUSTEES

Sherman Burkhead Jr., President
Melinda Marchlewicz, Clerk
Matt Carter, Member
Raymond Howard, Member
Casie Tucker, Member

SUPERINTENDENT

Michael L. McCoy Ph.D.

BOARD MEETING AGENDA

Wednesday, July 12, 2017 - 11:00 a.m.

CALL TO ORDER

APPROVAL OF AGENDA

PUBLIC COMMENTS

At this time, the public may address the Board on any matter pertaining to the District that is not on the agenda. Each member of the public wishing to speak is requested to limit his/her comments to three minutes. The Board will consider public input, but cannot take any action at this meeting.

ACTION AGENDA

Any resident of the District or staff member interested in speaking on an item listed under the Action Agenda, or an item that has been removed from the Consent Agenda and placed on the Action Agenda, should ask for recognition from the Board President to speak on the issue at the time it is being discussed.

- A. Consideration/Possible Action: Approval of Personnel Actions**
- 1. Certificated Resignation AA 2
 - 2. Change to Classified Assignment AA 3
 - 3. Resolution 7-17-01, Provisional Internship Permit for Denise Hanson to teach English AA 4
- B. Consideration/Possible Action: Approval of Master Purchase Agreement between Pleasant View Elementary School District and JTS Modular, Inc. Piggyback Clause Article 9.8: Other Agencies' Right to Order** AA 5-12
- C. Consideration/Possible Action: Approval of Proposal with JTS Modular Inc. to Provide Structural, Lighting, Mechanical, Plumbing, and Power Design Drawings for Boron Junior-Senior High School Classroom Wings** AA 13
- D. Consideration/Possible Action: Approval of Proposal with JTS Modular Inc. to Provide Two Classroom Buildings at Boron Junior-Senior High School** AA 14-17

ADJOURNMENT

MUROC JOINT UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES

***WELCOMES YOU AND APPRECIATES
YOUR INTEREST IN OUR SCHOOLS***

The Board of Trustees represents the residents of the Muroc Joint Unified School District as the elected body created to determine, establish, and uphold the educational policies of the District. The Board functions under the laws of the State of California, but is authorized to plan for an educational program tailored to both the needs and resources of the communities served. The following information is provided to assist the community in understanding the Board's proceedings and to participate in those proceedings. These rules and procedures help the Board conduct business in an orderly and efficient manner and allocate available time.

ADDRESSING THE BOARD	BOARD RESPONSE TO PUBLIC COMMENT
<p>The District welcomes comments from the public at appropriate times during the meeting. The public may address the Board concerning items on the agenda as those items are taken up, prior to Board discussion and deliberation. The public may also address the Board on items not on the agenda but within the jurisdiction of the Board at the time designated.</p> <p>Each speaker must fill out a "Speaker Request Form" at the beginning of the meeting stating the speaker's name and the subject to be addressed, and provide the form to the Superintendent's Secretary at the beginning of the meeting. Please wait to be recognized by the Board President. Comments should be addressed to the Board as a whole and not to individual members or District employees. Unless otherwise determined by the Board, each person is limited to three minutes per item. If multiple speakers wish to speak on a specific item, the total time allotted will be limited to twenty minutes.</p>	<p>The purpose of public comment is to offer an opportunity for members of the public to provide information to school board members. Board action on matters not listed on the agenda is prohibited by law with limited exceptions, and Board discussion on non-agenda items must also be limited as required by law.</p> <p>Board members may, but are not required to, briefly respond to statements made or questions posed by members of the public, refer an item to staff for study and analysis, or request that an item be placed on a future agenda. Staff members are not required to address or respond to comments by the public.</p> <p>Note: Under limited circumstances, the Board may discuss and act on matters not on the agenda if they involve certain emergency situations or if the need to act is critical and came to the attention of the Board and staff after posting the agenda.</p>
COMPLAINTS AGAINST DISTRICT EMPLOYEES	CLOSED SESSION
<p>Whenever a member of the public initiates a specific complaint(s) or charge(s) against an employee, the Board President shall inform the complainant that it is the policy of the Board to hear such complaints or charges with advance notice to the affected employee, in closed session unless otherwise requested by the employee pursuant to Government Code section 44957. This protects the employee's right to adequate notice before a hearing of such complaints and charges, and also preserves the ability of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee. The Board President shall encourage a complainant wishing to discuss employee performance to follow the appropriate District complaint or appeal procedure.</p> <p>Speakers should be aware that they remain legally liable for statements made at the school board meeting. Public testimony is not protected from damage claims for libel or slander.</p>	<p>While most school business is conducted in an open, public session, under limited circumstances the Board may adjourn to a closed session to consider certain kinds of issues, such as real estate and labor negotiations, personnel matters, litigation, complaints or charges against employees, and student matters. These items will be listed on the agenda. When required, the Board will report out in open session certain actions approved in the closed session.</p>
	ACCESS TO DOCUMENTS
	<p>Any materials required by law to be made available to the public prior to a meeting of the Board of Trustees of the District can be inspected at the following address during normal business hours:</p> <p>Muroc Joint Unified School District 17100 Foothill Avenue – North Edwards, California 93523 Monday-Friday, 8:00 a.m. – 3:30 p.m.</p>
<p>For information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation to participate in the public meeting, please contact the Superintendent.</p>	

**MUROC JOINT UNIFIED SCHOOL DISTRICT
SPECIAL BOARD MEETING BACK-UP MATERIAL**

ACTION AGENDA

July 12, 2017

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Michael L. McCoy Ph.D.
Superintendent

DATE: July 12, 2017

AGENDA ITEM: **Approve Certificated Resignation**

BACKGROUND:

Christopher Hinton, has submitted his letter of resignation as a Physical Education Teacher at Desert Junior/Senior High School effective June 29, 2017. Chris has been with the district since August 21, 2002.

RECOMMENDATION: It is recommended that the Board approve the resignation submitted to and accepted by the Superintendent.

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Michael L. McCoy Ph.D.
Superintendent

DATE: June 21, 2017

AGENDA ITEM: Approve Change to Classified Assignment

BACKGROUND: Due to a change in assignment in the classified staff, the employee on the following list is being recommended for approval.

RECOMMENDATION: It is recommended that the Board approve the classified change on the following list.

CLASSIFIED EMPLOYEE CHANGE **Board Meeting Date: June 21, 2017**

Angela Pierce, Bus Driver, change in contract, District, 8 hours/day with the addition of 1.98 hours/day avg of overtime, E, Step 11, \$4,441.49/month, 11 month position, effective June 19, 2017.

MUROC JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 7-17-01

On the motion of Trustee _____, seconded by _____, a resolution to approve a Provisional Internship Permit was adopted as follows:

BE IT RESOLVED by the governing Board of Muroc Joint Unified School District and hereby ordered that:

Board approval is required for the Appointment of an employee on the basis of a Provisional Internship Permit. The District has conducted a diligent search for a suitable candidate and have been unable to find a fully-credentialed teacher. It is recommended that the Board approve the Provisional Internship Permit for the following candidate.

<u>Name of Candidate</u>	<u>Assignment</u>
Denise Hanson	English Teacher

PASSED AND ADOPTED this 12th day of July, 2017, by the Governing Board of the Muroc Joint Unified School District of Kern County, California, by the following votes:

AYES: _____ NOES: _____ ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF KERN

I, Michael L. McCoy Ph.D., (Secretary) of the Governing Board of the Muroc Joint Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at its regular meeting of July 12, 2017.

Signature

Michael L. McCoy Ph.D.
Secretary to the Board

Section 00 5210 – Form of Agreement

MASTER PURCHASE AGREEMENT

This purchase agreement executed on the 25th day of November, 2015 in the County of Tulare, State of California, by and between the Pleasant View Elementary School District, herein after called the District, and JTS Modular, Inc., herein after called the Manufacturer, WITNESSETH that the District and the Manufacturer for the considerations stated herein agree as follows:

**ARTICLE 1
SCOPE OF CONTRACT**

The Manufacturer shall provide all equipment specified on any Deferred Purchase Order (EXHIBIT C) issued by the District under this agreement, including classrooms and other facilities and related items listed in the pricing sheets and all work to be performed by the Manufacturer at the District's Site, in exchange for a consideration governed by the terms and conditions of this agreement and the General Conditions.

**ARTICLE 2
TIME OF COMPLETION**

The Manufacturer shall provide the equipment specified on any Deferred Purchase Order issued by the District under the agreement and installation to the District in the time specified in the contract documents. If any of the options or additives is chosen, additional calendar days will be granted if requested in writing by the Manufacturer. (Subject to delays and any other unforeseeable problems to include but not limited to acts of God, acts of government, acts of DISTRICT or anyone employed by it, or acts of another contractor engaged in the performance of a contract for DISTRICT, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, or delays of subcontractor due to those causes).

**ARTICLE 3
CONTRACT PRICE**

The contract sum is the amount payable by the District to the Manufacturer for the providing of equipment and installation under this agreement. The Contract sum shall be the amount or amounts listed on Project Specific Pricing Sheets (EXHIBIT A) derived from General Pricing Sheet (EXHIBIT B) and shall be calculated on the Deferred Purchase Order (EXHIBIT C) for each separate order.

ARTICLE 4
PAYMENT TERMS

- a. Each month, within 30 days after receipt of an approved periodic estimate for partial payment of a Deferred Purchase Order, MANUFACTURER shall be paid a sum equal to 95 percent of the value of work performed and materials delivered on the ground, or stock subject to or under the control of DISTRICT and unused up to the last day of the previous month, less aggregate previous payments. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by MANUFACTURER on a form approved by Architect and filed before the fifth day of the month during which payment is to be made. Work completed, as estimated, shall be an estimate only and no inaccuracy or error in the estimate shall operate to release MANUFACTURER or any surety from any damages arising from the work or from enforcing each and every provision of the contract. DISTRICT shall have the right to correct any error made in any estimate for payment. MANUFACTURER shall not be entitled to have any payment estimate processed or any payment for work performed so long as any lawful or proper direction given by DISTRICT or Architect concerning the work, or any portion, has not been complied with. The final payment of 100 percent of the value of the work done under this contract, if unencumbered, shall be made 35 days after recordation by DISTRICT of the Notice of Completion. Acceptance will be made only by an action of the governing board of DISTRICT. If the DISTRICT does not pay the MANUFACTURER within thirty days after receipt of an undisputed and properly submitted payment request for a progress payment, excluding that portion of the final payment designated by the contract as retention earning, then the DISTRICT shall pay interest at the legal rate set forth in the Code of Civil Procedure Section 685.010. If the Architect does not Issue a Certificate for Payment, through no fault of the MANUFACTURER, within seven days after receipt of the MANUFACTURER's Application for payment, the number of days available to Owner to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds the seven-day return requirement. Said interest penalty is the sole recourse of Manufacturer and Manufacturer shall have no right to stop the Work until payment of the amount owing has been received, nor shall the Contract Time be extended, nor shall the Contract Sum be increased in any way, including by reason of any costs incurred by Manufacturer, except to the extent of said interest payment.
1. In the event of a dispute between the District and Manufacturer, the District may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. Except as so provided, the District shall release the retention withheld within 60 days after filing of the notice of completion.

2. In the event that retention payments are not made within the time periods described above, a charge of 2% per month of the withheld amount shall be paid to the Manufacturer.
- b. In addition to any amounts(s) which DISTRICT may retain under the article entitled "PAYMENTS"; DISTRICT may withhold sufficient amount(s) of any payment(s) otherwise due to MANUFACTURER, as in its judgment may be necessary to cover:
1. Payments which may be past due and payable for claims against MANUFACTURER or any subcontractors for labor or materials furnished in the performance of work under this contract.
 2. Defective work not remedied.
 3. Failure of MANUFACTURER to make proper payments to its subcontractor(s) or material men for materials or labor.
 4. Completion of contract if there exists a reasonable doubt that this contract can be completed for the balance then unpaid.
 5. Failure to maintain current record drawings.
 6. Costs and expenses of alternate educational facilities if the MANUFACTURER fails to complete the project within the period of time required by the contract documents.
 7. Failure of the MANUFACTURER fails to respond to Proposal Requests and/or Supplemental Instructions issued by the Architect in a timely manner such that a job delay is not caused.
- c. DISTRICT may apply the withheld amount(s) to the payment of any claims or obligations at its discretion. In so doing, DISTRICT shall be deemed the agent of MANUFACTURER and any payment made by DISTRICT shall be considered to be a payment made under this contract by DISTRICT to MANUFACTURER, and DISTRICT shall not be liable to MANUFACTURER for the payments made in good faith. The payments may be made without prior judicial determination of the claim obligations. DISTRICT shall submit to MANUFACTURER an accounting of the funds disbursed on behalf of MANUFACTURER.
- d. SUBSTITUTION OF SECURITIES: This project is subject to the provisions of Public Contract Code 22300 whereby the Manufacturer may elect to enter into an escrow for the deposit of securities and/or funds withheld to ensure performance of the contract. Any escrow used shall be established using the escrow agreement form specified in the Contract Documents. Pursuant to the provisions of Public Contract Code Section 22300, MANUFACTURER may substitute certain securities for any funds withheld by DISTRICT to ensure its performance under this contract.

ARTICLE 5
CONTRACT DOCUMENTS

4.0 The contract documents shall consist of this agreement, the specifications and drawings, all addenda and bulletins thereto, the Notice to Manufacturers Calling for Bids, the General Conditions and Instructions to Bidders, the Bid Form including all pricing provided with the bid, all documents forming a part of the bidding package, and all other documents signed by both parties relating to the subject matter of this contract. The intention of the Contract documents is to include all equipment and work which may reasonably inferable from the Contract documents as being necessary to produce the intended results.

5.2 The specifications and drawings are intended to cooperate, so that any work exhibited in the drawings and not mentioned in the specifications, or vice versa, is to be executed the same as if both mentioned in the specifications and set forth in the drawings, to the true intent and meaning of said drawings and specifications when taken together.

5.3 Purchase agreement shall be signed by both District/subsequent user and the Manufacturer within fourteen (14) days after receipt of notification of award, with terms and conditions mutually agreed upon by both parties.

5.4 The term "work" as used in this Agreement included all labor (installation, setup and takedown of the Equipment) necessary to produce a completed installation and all materials and Equipment incorporated or to be incorporated in such work.

ARTICLE 6
INDEMNITY

6.1 Manufacturer shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from Manufacturer's performance, or work performed by Manufacturer's agents or employees, or subcontractors employed on the project, their agents or employees, or subcontractors employed on the project, their agents or employees, exception only such injury or harm as may be claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

ARTICLE 7
WORKERS COMPENSATION INSURANCE

7.1 Manufacturer represents that Manufacturer has secured the payment of Worker's Compensation insurance in compliance with the provisions of the Labor Code of the State of California and during the performance of this work will continue to provide worker's compensation insurance. Manufacturer shall supply the District with a certificate of insurance evidencing that Worker's Compensation insurance is in effect and providing that the District will receive fourteen (14) days notice of cancellation. If Manufacturer self-insures Worker's Compensation, a Certificate of Consent to Self-Insure must be provided to District. By execution of this Agreement, Manufacturer acknowledges awareness of the provision of Labor Code sections 1861 and 3700 and agrees to comply with those provisions.

ARTICLE 8
INSURANCE

8.1 During the life of this contract, MANUFACTURER shall take out and maintain insurance as required by the Master Purchase Agreement and the General Conditions and in the following amounts:

- a. Owner's Protective Insurance \$1,000,000.00
(The Owner and its officers, agents, and employees and the Architect and the Architect's Consulting Engineers and their employees may be named as additional insured on the contractor's liability policy in lieu of a separate policy).
- b. Workers Compensation Statutory limits.
- c. General Liability \$1,000,000.00 Combined Single Limit
(This may be on an "occurrence" or "claims made" basis. If it is issued on a "claims made" basis, the policy shall provide for a non-cancelable 5-year extended reporting period).
- d. Automobile Liability \$1,000,000.00 Combined Single Limit per Occurrence.
- e. "All Risk" insurance to the full insurable value of the work.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 SEVERABILITY. In the event any provision of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

9.2 AMENDMENTS. The terms and conditions of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except in written agreement, signed by both parties.

9.3 ENTIRE AGREEMENT. This Agreement, along with the contract documents referenced in Article 5.1 constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties express or implied that are not specified in this Agreement. Manufacturer, by the execution of this agreement, understands it, and agrees to be bound by its terms and conditions.

9.4 PATENTS AND ROYALTIES. The Manufacturer shall pay all royalties and license fees arising from the use by him or by any person directly or indirectly under contract with him or employed by him or any material matter, article or thing, whatever its composition may be or however manufactured and whether or not erected or installed on the site or in the building, or by reason of the use of any art, article, machine, device, method, process or equipment used in performing this work.

9.5 POSSIBLE LEASE PURCHASE AGREEMENTS. This agreement is for the purchase of relocatable building(s). The District may, however, exercise its authority under Public Contract Code section 17597 to sell any relocatable building owned by, or to be owned by, the District pursuant to this Agreement. The Manufacturer agrees to take any and all actions requested by the District which are necessary to effect any such transfer under Public Contract Code section 17597 to include, by way of example only, accepting payment from any third party to whom any such transfer is made.

9.6 APPLICABLE LAW. The laws of the State of California govern this Contract. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application or either party the Agreement shall be physically amended to make such inclusion or correction.

9.7 PREVAILING WAGES. District is aware of the requirements of California Labor Code sections 1720 et seq and 1770 et seq, as well as California Code of Regulations, Title 8, Section 16000 et seq ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works". It is the District's own determination that none of the offsite manufacturing activities required of the Manufacturer under the Contract, individually or collectively, constitute a "public work" for purposes of the Prevailing Wage Laws.

Manufacturer is also aware of the requirements of the Prevailing Wage Laws and agrees to fully comply with such Prevailing Wage Laws to the extent that they apply to any activities it will undertake under the contract. Manufacturer acknowledges that it has been admonished by the District that it should not rely on the District's determination about the application of those laws to activities it will undertake under the contract in making its own determination as to whether and how the Prevailing Wages apply to any of those activities. Manufacturer also understands that it may seek and shall comply with a determination of the Director of Industrial Relations as to the applicability of Prevailing Wage Laws as to any activity it is required to undertake by the Contract. If Manufacturer determines or is informed that the

Director of Industrial Relations has determined that the Prevailing Wage Laws apply to any activity which Manufacturer undertakes under the Contract, Manufacturer shall notify District in writing so that it can carry out obligations it may have under the Prevailing Wage Laws and make any necessary changes in the Contract pursuant to Section 9.6 above.

Manufacturer agrees to defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure by the Manufacturer or its agents, suppliers, or contractors to comply with the Prevailing Wage Laws.

9.8 OTHER AGENCIES' RIGHT TO ORDER. The District consents to other public school districts, community college districts, and public agencies throughout the State of California as identified on the attached list, purchasing identical items at the same unit price(s) under the terms and conditions of this Contract, as may be authorized by Sections 20118 and 20652 of the Public Contract Code or other legal authority. Any use of this Contract by other public agencies is subject to each of the following:

9.8.1. The District makes no representation that use of this Contract by any other public agency is, in fact, authorized by law. The District recommends that, at a minimum, any agency considering such use consult with its own legal counsel before doing so.

9.8.2. Any other public agency authorized by law to use this Contract and electing to do so will enter into a separate contract with the Manufacturer. The District will not be a party to any such contract.

9.8.3. The District waives any right it may have to require other agencies using this Contract to draw their warrants in its favor and consents to each agency making payments directly to the Manufacturer.

9.8.4. Sales tax and freight/shipping charges included in the Contract apply to the Oro Grande School District only. Additional sales tax and freight/shipping charges may be required on purchases by other agencies and are outside the scope of this Contract.

9.8.5. Modifications may be required for specific regional locations. These items may include but not be limited to Wind Loading, Heating, Ventilating, Cooling, and Roof Loading. Additional cost may be required for any such modifications and are outside the scope of this Contract.

9.8.6. By using this Contract in any way, any agency doing so and the Manufacturer agree to defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any such use.

9.9 WARRANTY. A Manufacturer hereby warrants each building supplied delivered and installed under this Agreement as follows: Manufacturer hereby guarantees that it will correct, at the sole cost of Manufacturer, any defects resulting from faulty manufacture or installation of the buildings or from the use of defective material in the manufacture thereof and noted by

District and communicated to Manufacturer in writing within a period of one (1) year from the date of the recording of the Notice of Completion by the District. Notwithstanding the foregoing; Manufacturer hereby warrants the roof, including any problems or damages that result from or are related to any effects resulting from faulty manufacture, installation or use of defective material in the manufacture thereof for a period of two (2) years from the date of the recording of the Notice of Completion by the District.


ARTICLE 10
TERMS OF CONTRACT

This agreement shall expire five (5) years from the date of execution of the Master Purchase Agreement unless terminated earlier in accordance with the general conditions.

IN WITNESS WHEREOF, this Master Purchase Agreement has been duly executed by the above named parties, on the day and year first above written.

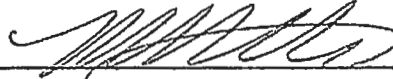
MANUFACTURER: JTS Modular, Inc.

By: PHILLIP ENGLER PRESIDENT
Printed Name of Individual & Title

Signed By:  Date: 11/25/15

DISTRICT: Pleasant View Elementary

By: MARC ORSATHER
Printed Name of Individual & Title

Signed By:  Date: 11/25/15

June 20, 2017

Michael McCoy
Superintendent
Muroc Joint Unified School District

RE: Boron Jr. High School Classroom Wings

Pursuant to your request, JTS Modular is pleased to submit this proposal to provide structural, lighting, mechanical, plumbing and power design drawings to WLC Architects for submission to DSA for the above referenced project. DSA date has yet to be determined.

The project design consists of two single-story buildings, each with a total footprint of 74'-0" in length and 150'-0" in width, approximately 11,100 square feet per building. The buildings will be constructed using a slab-on-grade design (steel-framed modular sectional units with wood stud infill walls) to be set on a slab constructed by a third party contractor. We assume all the buildings will be founded on conventional shallow "spread" footings. The buildings will be a full submittal, as the modules are not consistent with PC drawings.

The proposed scope of services for the structural engineer consists of the following:

- 1) Providing structural design of the building including calculations, and drawings to address the structural requirements of the buildings and supporting foundations,
- 2) Review of plan check comments and issuing supporting calculations and drawing revisions to the structural drawings as necessary,
- 3) Review of structural shop drawings.

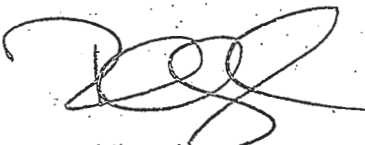
The scope of services for the mechanical engineer consists of the following:

- 1) Providing electrical drawings including power, lighting, and single lines
- 2) Providing mechanical drawings including HVAC design ventilation and ductwork
- 3) Providing plumbing drawings including domestic water design, and plumbing fixtures
- 4) Providing Title 24 Energy Report

Control Fire Protection Inc. will be designing and installing the fire sprinkler systems throughout both buildings

Our fee to conduct the above-described services for the above referenced will be one hundred fifty-five thousand dollars (\$155,000). Payable, 95% at DSA submission and 5% due at approval.

Sincerely,



Phil Engler

June 20, 2017

Michael McCoy
Superintendent
Muroc Joint Unified School District

Re: Boron Jr. High School

Thank you for the opportunity to provide pricing for the two classroom buildings at Boron Jr. High School. Price for work as described below is: **\$3,750,000**

Our proposal is based on a two pages of plans (Floor plans & Backing details), renderings (Aerial 01, Aerial 02, Ground 01, Ground 02, Ground 03, Int. Classroom, Int. Hallway), information received from Mark McKnight with WIC Architects on June 1, 2017 and phone conversation with WIC Architects on June 15, 2017. No specification book was provided.

Inclusions:

1. Performance Bond
2. Fabrication and installation of slab-on-grade moment frame buildings per plans/renderings
3. Building 01 to be twenty floors, each floor to be 14'-10" wide, 37' long and 18'-3" at highest point parapet wall, interior ceiling heights to be minimum 9'-2"
4. Building 02 to be twenty floors, each floor to be 14'-10" wide, 37' long and 18'-3" at highest point of parapet wall, interior ceiling heights to be minimum 9'-2"
5. Building delivery to site including necessary transportation permits.
6. Place buildings on foundation, weld to foundation, and close up as necessary to complete buildings per plans.
7. Overhangs to be 5' at North and South sides of building, no sidewall overhangs
8. Insulation; R-19 Kraft faced at exterior walls, R-30 FSK at ceilings, R-11 sound attenuating in interior demising walls
9. Blocking and backing in walls as necessary (District to provide and install casework)
10. Windows: Two 8040 at each classroom/prep room, three 8040 at biology and chemistry rooms, two 8020 at restroom on Building 01. All windows to be storefront, glazing to be bronze over Low-E at classrooms/prep room, frosted glazing at restroom windows
11. Exterior finish to be direct applied elastomeric over ½" Permabase substrate.

12. Acoustical ceilings to be heavy duty T-grid with Radar panels in all rooms except hard lid ceilings at restrooms, custodial rooms, utility rooms, and hallways with level 4 finish and paint
13. Vinyl covered tackable wallboard to be Group 1 Chatfield-Clarke over 5/8" drywall throughout buildings except restrooms, custodial rooms, utility rooms, and hallways.
14. Restrooms to be thin set ceramic tile over 1/2" cementitious board from floor to 8' AFF, 5/8" drywall 8' and above
15. Custodial rooms to have full height FRP for walls at custodial sink and 5/8" drywall for wall opposite custodial sink
16. Utility rooms (Electrical, Data, Storage) to be 5/8" drywall
17. Hallways to be 5/8" drywall
18. Fire extinguishers and cabinets
19. Exterior doors: Storefront per plan
20. Interior door frames to be 16 gauge hollow metal, 18 gauge hollow metal doors with cylindrical locksets and primus cores. Leaf hinges only, no continuous hinges or panic devices
21. Vision Lites: one 8" x 19" at each classroom/prep room door
22. HVAC to be nine 4-Ton and nine 5-Ton roof mounted package units. Each IDF/Data room to have a 1-Ton mini-split.
23. Fume hood per plan and info received from WIG Architects on June 1, 2017 (fume hood to have clear doors on both sides, sink, water, gas, exhaust fan and one fire rated roll-up door)
24. Lighting to be 2016 Energy code compliant with LED troffers and one premium exterior light at each door
25. One distribution panel in electrical/IDF room not to exceed 800A frame (main breaker determined by engineer 800A max). Panel will be mounted on exterior wall with appropriate sized nipple out wall to exterior for connection by others. Standard distribution panel only does not include any accommodations for meeting, ems or any other monitoring or controls. JTS will provide only ground bonding that may be achieved on the interior of the building (IE building steel, gas and water) if available, any ground rod/ufer or other electrode and associated wiring to be provided by others.
26. Data: 4-S back box with 1" conduit stubbed above attic (4 per classroom)
27. Roof to be 60 mil TPO with parapet wall and cap
28. Plumbing per plan (cold water faucets only)
29. PVC sewer and vent lines (acid resistant piping at science rooms)
30. ADA complaint toilet accessories and partitions per plan
31. Marker boards per plan
32. Tubular skylights (6 per building)

33. Roof drains to pipe down exterior walls to splash boxes(splash boxes by others)
34. Fire rated walls and doors at storage rooms, laboratories and hallways
35. Fire Sprinklers

Exclusions:

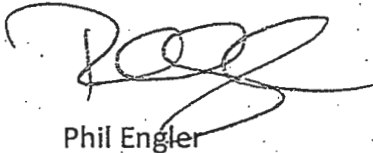
1. Architectural/Engineering
2. Foundation
3. Engineered pad or dirt work of any kind
4. Embed plates
5. Hardscape
6. Below grade utilities (sewer, water, gas and storm drain to be stubbed up 4" above finished floor by others)
7. Inspections of any type
8. Permits
9. Flooring
10. Casework
11. Window coverings
12. Ramps or stairs of any type
13. All signage
14. Projectors, projector screens and Projector Mounts
15. Concrete moisture testing of foundation
16. Floor sealing or vapor control of any and all site concrete
17. Off-site trash removal
18. Onsite trash dumpster
19. Energy Management System
20. Electrical feeders to be connected to building panels by others
21. Fire alarm and low voltage: conduit and boxes included as required
22. Site work of any kind
23. Anything outside of the building footprint
24. Electrical floor boxes
25. Water chlorination tests
26. Security Systems
27. Certified air balance report
28. Vent screens and vent boxes
29. Cementitious Stucco
30. Neutralization tanks/kits (by others)
31. Smart board
32. Onsite portable toilet

33. Furniture
34. Appliances
35. IDF Box and rack
36. Over-the-counter approval. Will require submittal to DSA

The above pricing is contingent upon the following:

1. Having adequate space for staging of the buildings onsite
2. Having access for crane and staging area for placement of building on to foundation
3. Having open access to the job site foundation
4. All onsite work is to be performed during standard working days (no weekends or holidays)
5. All site work to be performed during standard eight hour days
6. Price is heavily dependent on current commodity pricing for steel and lumber, etc.
Therefore, price is good for 30 days.

Thank you,



Phil Engler