



Board Agenda Item #	Agenda # II E
Date:	July 13, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Caprice Young, Ed.D., CEO & Superintendent Frank Gonzalez, Chief Growth Officer
RE:	Delegation of authority to contract with Silver Creek Industries to construct admin and multi-purpose bldg

Proposed Board Recommendation

I move that the board approve the contract with Silver Creek Industries to construct, deliver and install administrative and multi-purpose buildings for the MSA San Diego facility on the DeAnza campus.

Background

This is an update to a previously board approved contract. Silver Creek’s scope of work has been decreased due to their inability to deliver the classroom and restroom buildings on time. Under the new contract agreement Silver Creek will only deliver the administrative and multi-purpose buildings.

Reviewed and approved by Hal Block, Musick Peeler, legal counsel, on behalf of Magnolia.  
Reviewed and approved by Rob Hartman, Hartman Consulting, on behalf of Hamlin Bank.

Budget Implications

- The contract amount is \$1,972,440. The source of funding is the 2017 tax-exempt bond.
- CFO Review

How Does This Action Relate/Affect/Benefit All MSAs?

This action will allow MSA San Diego to construct the administrative building and multi-purpose room for the DeAnza campus.

Name of Staff Originator:

Frank Gonzalez, Chief Growth Officer

Exhibits (attachments):

- Magnolia Public Schools Agreement
- Silver Creek Order-Change Order (Deductive)
- Magnolia Science Academy Updated Proposal
- MSA San Diego Admin Schedule SilverCreek
- MSA San Diego MPR Schedule SilverCreek

## **AGREEMENT**

**THIS AGREEMENT**, entered into this 8th day in May, 2017 in the County of Los Angeles of the State of California, by and between Magnolia Public Schools hereinafter called the "SCHOOLS", and Silver Creek Industries, Inc., hereinafter called the "CONTRACTOR" (the aforementioned parties shall collectively be referred to as the "Parties").

**WITNESSETH** that the SCHOOLS and the CONTRACTOR for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE OF WORK:** The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the Purchase of Department of State Architects (DSA) Approved Portable Buildings in general conformance with the Chula Vista Elementary School District Piggyback Bid No. 14/15-3. The CONTRACTOR shall be liable to the SCHOOLS for any damages directly related to CONTRACTOR'S obligation under the contract documents. CONTRACTOR shall not be excused from performance of this agreement by an act or omission of the Architect, Engineer, Inspector, Department of State Architects (DSA), or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the SCHOOLS office within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** Time is of the essence with respect to completion of the Project. The Contract requires the exact and full performance of the Work by the CONTRACTOR. The SCHOOLS shall provide notice to the CONTRACTOR specifying the date upon which the CONTRACTOR is to commence the work ("Notice to Proceed").

In the event that the SCHOOLS desires to postpone giving the notice to proceed beyond a ninety (90) day period from date of award, the SCHOOLS shall provide CONTRACTOR with written notice of it's intent to postpone the date of commencement of the project.

If the CONTRACTOR believes that a postponement will cause hardship to it, the CONTRACTOR may terminate the contract with written notice to the SCHOOLS within ten (10) days after receipt by the CONTRACTOR of the SCHOOLS's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the contract as a result of postponement by the SCHOOLS, the SCHOOLS shall only be obligated to pay the CONTRACTOR for

the work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the SCHOOLS shall have the authority to award the contract to the next lowest responsible bidder.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the SCHOOLS the sum of five hundred (\$500.00) per calendar day for each and every day of delay beyond the time set forth in Article 2 of this Agreement for completing said work as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the CONTRACTOR further agrees that the SCHOOLS may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the contract. This Article shall not be construed as preventing the SCHOOLS from the recovery of damages under provisions of the contract documents.

**ARTICLE 4 - CONTRACT PRICE:** The SCHOOLS shall pay to the CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of FOUR MILLION TWOHUNDRED EIGHTY-SIX THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS AND NO/100 (\$4,286,754.00), said sum being the total amount stipulated in the proposal for **Manufacturing (SCI Sales Proposal "Attachment A")**. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the contract price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the SCHOOLS, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the SCHOOLS and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS/ INDEMNITY:** CONTRACTOR shall defend, indemnify and hold harmless the SCHOOLS, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereinafter the "INDEMNITIES," from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind result from any act, omission, or breach by CONTRACTOR in CONTRACTOR'S performance of the Work under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, INDEMNITIES from any legal action including attorney's fees or other proceeding based upon such act, omission, breach by CONTRACTOR in CONTRACTOR'S performance of the Work

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless the INDEMNITEES from every claim or demand made, and every

liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the INDEMNITEES.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the SCHOOLS, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off SCHOOLS property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the SCHOOLS.

(c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/suppliers/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material man of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the SCHOOLS, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the SCHOOLS, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

In any dispute between the Parties, the party substantially prevailing shall be entitled to recover from the other party all reasonable costs incurred in such dispute, including, without limitation, reasonable attorneys' fees.

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted

correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract consists of the following Contract Documents as part of the Piggyback contract (Bid No. 14/15-3- Provide and Install HCD Approved Portable Buildings) awarded by the Chula Vista Elementary School District, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Designation of Subcontractors
- Non-Collusion Affidavit
- Substitution Request Form
- Contractor's Certificate Regarding Worker's Compensation
- Acknowledgment of Bidding Practices Regarding Indemnity Agreement Form
- Payment Bond
- Performance Bond
- Guarantee
- Escrow Agreement for Security Deposit In Lieu of Retention
- Insurance Documents and Endorsements
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Alcohol and Tobacco
- Contractor's Certification Regarding Background Checks
- General Conditions
- Supplementary and Special Conditions
- All Addenda as Issued
- Drawings/Plans

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all, but if there is a conflict between documents (ie. Piggy back versus this Agreement) then the Agreement takes precedence.

**ARTICLE 8 - PREVAILING WAGES:** Contractor warrants that, if regulations governing prevailing wages as contained in California Labor Code Section 1720 et seq. governs this Project then wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the SCHOOLS and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

1. Division 2, Part 7, Chapter 1 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code Section 8546.7, records of both the SCHOOLS and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

**ARTICLE 10 - CONTRACTOR'S LICENSE:** The CONTRACTOR must possess throughout the Project a Class B Contractor's License, issued by the State of California, which must be current and in good standing.

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

MAGNOLIA PUBLIC SCHOOLS

CONTRACTOR:

By: \_\_\_\_\_

Silver Creek Industries, Inc.  
 Typed or Printed Name

By: \_\_\_\_\_

President  
 Title

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Signature

Brett Bashaw  
 Type or Printed Name

(CORPORATE SEAL)

# Change Order

Distribution to: \_\_\_\_\_ Owner  
 \_\_\_\_\_ Architect  
 \_\_\_\_\_ Contractor  
 \_\_\_\_\_ Field

Project: 10976 / MAGNOLIA SCIENCE ACADEMY  
 (name and address) 6525 ESTRELLA AVENUE  
 SAN DIEGO, CA 92120

Change order number: OCO-1  
 Initiation date: 07/05/17  
 Architect's project no:

To: Silver Creek Industries Inc  
 (contractor) 2830 Barrett Avenue  
 Perris, CA 92571

Contract for: MAGNOLIA SCIENCE ACADEMY  
 Contract date: 05/08/17

You are directed to make the following changes in this Contract:

Per customer's request to omit the 120x40 Modular Building for Boys and Girls Locker Room, Library, Intervention, Computer, and Teacher's Lounge, 24x40 Art Classroom, 24x40 Rest Room Building, (6) 24x40 Science and Math Classroom Buildings and (6) 24x40 History and English Classrooms and move forward with the 70x32 Administration Building and 94x60 Multipurpose Building installed separately and to include the revisions made thru the submittals and C.C.D.

Delete current PO #106003339	\$-(4,286,754.00)
Administration Building	675,327.00
Administration Building Canopy Credit	-(26,595.00)
Multipurpose Building	1,259,324.00
Added HVAC Units for Multipurpose Building (due to Occupancy Change)	108,751.00
Multipurpose Building Canopy Credit	<u>-(44,367.00)</u>
<b>Change Order Total</b>	<b><u>\$(2,314,314.00)</u></b>

*Not valid until signed by the Owner, the Architect, and the Contractor.*

The original (Contract Sum) (Guaranteed Maximum Price) was	\$4,286,754.00
Net change by previously authorized Change Orders	\$0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$4,286,754.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$-2,314,314.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$1,972,440.00
The Contract Time will be (increased) (decreased) (unchanged) by ( ) days	
The date of Substantial Completion as of the date of this change order therefore is _____.	

Architect  
Westberg + White Architects

Contractor  
Silver Creek Industries Inc  
2830 Barrett Avenue  
Perris, CA 92571

Owner  
MAGNOLIA PUBLIC SCHOOLS

By \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_



Building for the Next Generation

May 2, 2017  
Updated July 5, 2017

Dr. Caprice Young  
Superintendent & CEO  
Magnolia Public Schools  
250 E. 1st Street, Suite 1500  
Los Angeles, CA 90012

- RE: **Updated Proposal for Magnolia Science Academy to include the following buildings:**
- a) ~~(5) 24x40 for Boys and Girls Locker Rm, Library, Intervention, Computer, and Teacher's Lounge;~~
  - b) **(1) 84x60 Multipurpose Building**
  - c) ~~(1) 24x40 Art Building~~
  - d) ~~(1) 24x40 Restroom Building~~
  - e) ~~(6) 24x40 (3) Science Classrooms and (3) Math Classrooms~~
  - f) **(1) 70x32 Administration Building**
  - g) ~~(6) 24x40 (3) History Classrooms and (3) English Classrooms~~

Dear Dr. Young:

Thank you for the opportunity to provide an updated proposal for the above referenced buildings for Magnolia Science Academy. Silver Creek Industries (SCI) has been awarded a contract with Chula Vista Unified School District which allows us to utilize its piggyback provisions to contract with other school districts. This proposal is based on SCI PC drawings #04-113886, #04-114057, 2013 CBC, floor plans provided by Westberg+White Architects, and appendices A & B attached hereto.

Per your request to move forward with the Administration and Multipurpose buildings only, this change omits the classroom buildings and restroom buildings included in previous proposal. This change also includes the Administration building and Multipurpose building to be installed on separate dates, as well as revisions made throughout the engineering, submittals, and CCD process.

<b>TOTAL FOR ALL BUILDINGS – Purchase Order # 106003339.....</b>	<b>(\$4,286,754.00)</b>
<b>Administration Building.....</b>	<b>\$ 675,327.00</b>
<b>Administration Building Canopy Credit.....</b>	<b>(\$ 26,595.00)</b>
<b>Multipurpose Building.....</b>	<b>\$1,259,324.00</b>
<b>Multipurpose Building Additional HVAC Units due to Occupancy Change.....</b>	<b>\$ 108,751.00</b>
<b>Multipurpose Building Canopy Credit.....</b>	<b>(\$ 44,367.00)</b>
<b>DEDUCTIVE CHANGE ORDER TOTAL - Purchase Order #106003339.....</b>	<b>(\$2,314,314.00)</b>

Proposed Construction Schedule:

DSA approval, Manufacturing, Based on 2013 CBC, Installation and Completion will be negotiated upon notice of award.





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Payment schedule:

Monthly progress billings and payment based on approved schedule of values, as well as 5% retention.

**Important Note:** The actual dates may vary based upon the District's Architect receipt of DSA approval for the Building and the project site. In addition, the availability of the project site to begin construction may vary the proposed schedule. Delays in the schedule may impact the project cost.

Due to the potential for significant price fluctuations, we reserve the right to review this quote prior to the execution of a contract and request a change to the pricing and terms of this proposal with appropriate substantiation.

**(1) 70'X32' ADMINISTRATION BUILDING INCLUDES:**

Base Building Price (70'x32')

Delivery w/o any Obstructions – separate from Multipurpose building delivery

Installation w/o any Obstructions on Concrete Stem Wall Foundation (foundation by others) – separate from Multipurpose building installation approx.. \$14,850.

Weld Plates (FOB Gate)

Crane – separate from craning for Multipurpose building approx.. \$ 6,650.

Wood Floor w/ 150# Load

Flooring as indicated on architect floor plans

Walk off mats at carpeted entries

.45 Mil TPO Roofing w/Single Slope

48-inch Self Leveling Parapet

Scuppers & Downspouts

Cementitious Exterior Walls w/Metal Reveals – end walls to be done on site

9'0" Grid Ceiling w/755B Tiles

Hardlid Ceiling in Restrooms

Vinyl Tackboard Interior Walls (Koroseal Group 1) - Full Panel Close-Up

2x4 Interior Walls

Tile Walls in Restrooms

2x4 LED Troffer

Three-Phase Roof Mount Electric HVAC Units

Mini Split System for MDF Room approx.. \$ 5,340.

Three-Phase 200amp Load Center Electrical Panel

(10) Data Stubbed Above Ceiling

(6) GFI Outlets

(1) Dedicated Circuit for Future Xerox Machine (Xerox Machine by others)

(4) Dedicated Circuits for Future Equipment (Equipment by others) approx. \$ 657.

Gutter Box to Run Conduit from MDF for all buildings

Casework per architect drawings (plastic laminate)

HM Exterior Doors w/Welded Frames

Wood Interior Doors – Legacy

Standard SCI Door Hardware

Windows per architect floor plans – Clear Anodized Dual Glazed Low E

Blocking only for MDF Cabinet (MDF cabinet by others)

Blocking in Work Room for multiple shelves (shelves by others) approx. \$ 819.

Unisex Restroom

Women's Restroom

Men's Restroom



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<b>Metal Toilet Partitions</b>	
<b>20-Gallon Electric Water Heater</b>	approx.. \$ 223.
<b>Flush Valve Wall Mounted Toilets</b>	
<b>Grab Bars &amp; Mirrors</b>	
<b>Exhaust Fans in Restrooms</b>	
<b>Stainless Steel Sink (SL-2125-A-GR w/JGN-4 Bar Sink Faucet) in Kitchenette</b>	approx.. \$ 1,432.
<b>Stainless Steel Sink (SK-ADA-17519-A-GR w/J-1174-KS Faucet) in Office and Nurse's Room</b>	approx. \$ 2,398.
<b>Insta-Hot at Office Sink</b>	
<b>Plumbing Manifold</b>	
<b>Wall Hung Fire Extinguishers</b>	
<b>Fire Sprinklers</b>	
<b>Engineering and Design</b>	approx. \$ 29,075.
<b>Contract and Project Supervision - (separate from Multipurpose building)</b>	

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**(1) 84'X60' MULTIPURPOSE BUILDING INCLUDES:**

<b>Base Building Price (84'x60')</b>	
<b>Delivery w/o any Obstructions – separate from Administration building delivery</b>	
<b>Installation w/o any Obstructions on Concrete Stem Wall Foundation (foundation by others) – separate from Administration building installation</b>	approx. \$ 43,394.
<b>Weld Plates (FOB Gate)</b>	
<b>Crane – separate from craning for Administration building</b>	approx. \$ 7,301.
<b>150# Lightweight Concrete Floor</b>	
<b>VCT flooring in Open Area, Janitor Room, and Fire Riser Room</b>	
<b>Tile Flooring in Restrooms</b>	
<b>Epoxy Coated Flooring in Kitchen and Locker Room</b>	approx. \$ 27,389.
<b>.45 Mil TPO Roofing w/Dual Slope</b>	
<b>48-inch Self Leveling Parapet</b>	
<b>Scuppers &amp; Downspouts</b>	
<b>Cementitious Exterior Walls w/Metal Reveals – end walls to be done on site</b>	
<b>Casework per architect drawings (plastic laminate)</b>	
<b>HM Exterior Doors w/Welded Frames</b>	
<b>Two Sets of Exterior Double Doors</b>	
<b>Wood Interior Doors – Legacy</b>	
<b>Standard SCI Door Hardware</b>	
<b>Windows per architect floor plans – Clear Anodized Dual Glazed Low E</b>	
<b>3040 Service Windows w/SS Shelf</b>	
<b>Fly Fans over 3040 Service Windows</b>	
<b>Folding Partition Wall w/Soffit</b>	
<b>8'6" Grid Ceiling w/2910 Tiles in Kitchen, Locker Room, Janitor Room, and Fire Riser Room</b>	
<b>Exposed 10' Ceiling w/Tectum at Multipurpose Area</b>	
<b>Hardlid Ceiling in Restroom</b>	
<b>Vinyl Tackboard Interior Walls (Koroseal Group 1) - Full Panel Close-Up</b>	
<b>FRP Walls in Kitchen</b>	
<b>Tile Walls in Restroom</b>	
<b>2x4 LED Troffer at Kitchen, Locker Room, Janitor Room, Restrooms, and Fire Riser Room</b>	
<b>Oracle Pendant Lighting at Open Multipurpose Area</b>	approx. 58,055.
<b>Three-Phase 200amp Load Center Electrical Panel</b>	
<b>Three-Phase 600amp Load Center Electrical Panel</b>	
<b>(2) Floor Mounted J-Box w/Duplex Receptacles &amp; Data</b>	approx. \$ 1,529.

**(4) Data Stubbed Above Ceiling****GFI Outlets (11)**

**Duplex Receptacles (7) – (no kitchen equipment was provided – if additional electrical requirements are needed due to kitchen equipment these will be at additional cost)** approx. \$ 425.

**Blocking only for IDF Cabinet (IDF Cabinet not included)** approx. \$ 126.

**Blocking only for lockers (Lockers not included)** approx. \$ 204.

**Three-Phase Roof Mount Electric HVAC Units w/Exposed Ducting** approx. \$ 7,223.

**Two Single Occupancy Restrooms per architect floor plan**

**Flush Valve Wall Mounted Toilets**

**Grab Bars & Mirrors**

**Exhaust Fans in Restrooms and Kitchen**

**40-Gallon Electric Water Heater** approx. \$ 1,335.

**Non-Cooled Hi-Lo Exterior Drinking Fountain**

**Drinking Fountain Warning Bars**

**Stainless Steel 3-Compartment Sink (Advance Tabco FC-K6-18D w/J-1174-KS Faucets) in Kitchen** approx. \$ 1,457.

**Stainless Steel Hand Sink (A-544-FS w/J-1174-KS Faucet) in Kitchen** approx. \$ 1,432.

**Cast Iron Mop Sink w/Service Sink Faucet**

**Wall Hung Fire Extinguishers**

**Fire Sprinklers**

**Engineering and Design** approx. \$ 43,990.

**Contract and Project Supervision – (separate from Administration building)**

**PLEASE NOTE APPROXIMATE PRICES PROVIDED CANNOT BE USED AS ADD/DEDUCTIVE CHANGE ORDERS. THESE PRICES DO NOT INCLUDE THE CHANGE ORDER FOR THE ADDITIONAL HVAC UNITS REQUIRED FOR THE MULTIPURPOSE BUILDING.**

**EXCLUSIONS:**

- All items not listed in proposed pricing and not included in the Specifications.
- All site work. Including but not limited to:
  - Site preparation and access
  - Spoils, asphalt or sod removal from site
  - Engineered pad
  - Connection of all utilities/ POC's
  - Walkways, landscaping and Irrigation
  - Concrete curb and flatwork/ Expansion joint caulking @ flatwork
- Soil testing and reports.
- Grading, excavating
- Backfill and compaction around buildings
- Under building drainage/ Drywells
- Condensation for roof mount units
- In plant / on site DSA approved inspectors.
- Any fire rating requirements due to building sighting
- Water flow tests and rates (required for sprinkler design)
- Water system Chlorination testing/ certification
- Roof water testing/ Door flood test/ Flood test
- All permanent or temporary power, telephone, fencing, security, dust control, project trailer, and toilets.



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- All wire, controls, devices, equipment and connections for all low voltage systems including but not limited to energy management system, fire alarm, communication, signal, smoke and heat detector, and security systems
- Conduit, raceways, boxes, cable trays above ceiling
- Wire mold
- EMS System
- Exterior lighting other than standard door way lights
- Motion sensors (exception: sensors for interior lighting controls)
- Fire rated assemblies, unless noted.
- Special unloading
- Fees for blocking streets
- Special transportation routing
- Special back boxes for phone, FA, Security and Intercom system.
- Architect fees
- Seamless gutters
- Electrical grounding system or components
- HVAC hard ducting
- No furniture, equipment or lockers included
- Professional cleaning- including waxing floors, stripping and sealing
- All Signage
- Window shades- manual or operable
- All Appliances
- Lighting Control Panel
- Utility meters, pressure regulators and shut-off valves
- Electrical transformers and main switch gear
- Toilet Accessories / Dispensers
- Prevailing Wage in SCI Factory
- WUI Code
- PLA/PSA/Union Labor Agreements
- Concrete Foundations
- Ramps / Landings / Concrete Ramps
- Overhangs
- Canopies
- Lockers (will require exact dimensions in order to do proper corners)
- Mail Cabinets
- Kitchen Equipment (will need list of equipment - electrical outlets may need to be updated to accommodate)
- IDF /MDF Cabinets
- Mop Rack
- MooreCo Boards
- Short Throw Projectors
- File Cabinet in Administration Building
- Assisted Listening System Signage
- Chrome Book Carts
- Xerox Machines
- Trophy Display
- Boys and Girls Locker Room, Library Building, Intervention Building, Computer Classroom Building, Teacher's Lounge, Science, Math, English and History Classrooms, Restrooms.



Building for the Next Generation

Thank you again for the opportunity to provide this proposal. Should you have any questions, concerns or require additional information, please do not hesitate to contact me on my cell at (951) 852-6384, the office at (951) 943-5393 or via email at [swillis@silver-creek.net](mailto:swillis@silver-creek.net).

Sincerely,

Suzanne Willis  
Marketing & Business Development Manager

**Acceptance of Proposal**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**APENDIX A**

## Structural / Foundation System Disclaimer:

This proposal has been prepared based upon the information provided to Silver Creek Industries (SCI) by the client. In the event that documentation regarding the Structural Design Parameters and the Geotechnical features for the site have not been provided this proposal utilizes the following assumptions (unless otherwise noted within the proposal):

Site Class	=	D (Stiff Soil)
Ss	=	1.875 g (Non-Reduced Value)
Risk Category	=	II (Single Story Structures) III (Multi Story Structures)
Soil Bearing Pressure	=	1,000 psf (Wood Foundations) 1,500 psf (Concrete Foundations)
Continuous Footing Width	=	12" (minimum)
Isolated Footing Width	=	36" square (minimum)
Footing Depth	=	12" below lowest adjacent grade
Liquefaction Potential	=	None
Seismic Settlement	=	None
Differential Settlement	=	None
Soil Corrosivity	=	Low (No Special Measures / Protection Required)
Mapped Seismic Hazards	=	None
Wind Speed	=	129 (Ultimate, 3 Second Gust)
Wind Exposure	=	C
Floor Live Load	=	50 psf (50+15 psf at partition locations)
Roof Live Load	=	20 psf
Roof Snow Load	=	None

In the event that additional information is provided to SCI, following the preparation of the proposal, which conflicts with the values indicated above the client agrees to accept and approve a change order for any cost increases associated with the change in design parameters.

**APENDIX B**

## Fire / Life Safety and Energy Compliance Features Disclaimer:

This proposal has been prepared based upon the information provided to SCI by the client. This proposal reflects the relevant requirements of the California Code of Regulations (Title 24), any local amendments or modifications are excluded unless specifically noted other in this proposal. In the event that a partial set of design documentation was provided by the client SCI has prepared this proposal utilizing the following assumptions (unless otherwise noted within the proposal):

Type of Construction	=	V-B
Unspecified Construction Materials	=	Any type of material permitted by code
Occupancy Group	=	E (Any School Structure)
	=	B (Any Non-school Structure)
Mixed Occupancies	=	Nonseparated
Automatic Fire Sprinkler System	=	None (Single Story Structure)
	=	Yes (Multi-story "E Occupancy" Structure)
	=	None (Multi-story "B Occupancy" Structure)
Fire Alarm System Pathways	=	Yes ("E Occupancy" Structure)
	=	None ("B Occupancy" Structure)
Fire Resistance Rated Construction:		
Exterior Walls	=	None
Interior Walls	=	None
Floors	=	None
Roofs	=	None
Structural Frame	=	None
Fire Separation Distance	=	10' Minimum
Fire Hazard Severity Zone	=	No
Wildland Urban Interface Fire Area	=	No
Electrical Service	=	120/208 1-Phase
Circuit Breaker AIC Rating	=	5k
Climate Zone	=	CZ 15
EMS Controls / Interface	=	None
Thermal Insulation	=	Per applicable PC or minimum required by code
Cool Roof	=	None
HVAC System Efficiency	=	Minimum required by code

In the event that additional information is provided to SCI, following the preparation of the proposal, which conflicts with the values indicated above, the client agrees to accept and approve a change order for any cost increases associated with the change in design parameters.

# Magnolia Science Academy 70x32 Admin Bldg

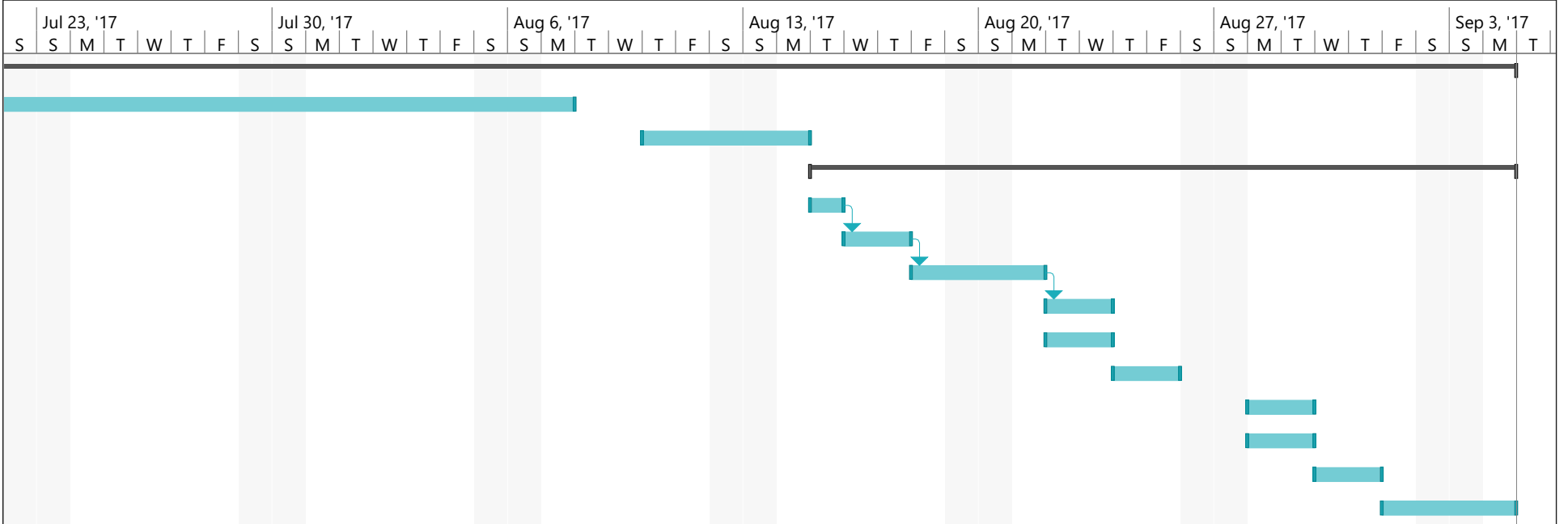
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					T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
1	<b>Admin Bldg</b>	<b>35 days</b>	<b>Tue 7/18/17</b>	<b>Mon 9/4/17</b>																							
2	Production	15 days	Tue 7/18/17	Mon 8/7/17																							
3	Delivery	3 days	Thu 8/10/17	Mon 8/14/17																							
4	<b>Site Work</b>	<b>15 days</b>	<b>Tue 8/15/17</b>	<b>Mon 9/4/17</b>																							
5	Crane	1 day	Tue 8/15/17	Tue 8/15/17																							
6	Bldg Set	2 days	Wed 8/16/17	Thu 8/17/17																							
7	Welding	2 days	Fri 8/18/17	Mon 8/21/17																							
8	Flashing	2 days	Tue 8/22/17	Wed 8/23/17																							
9	Roof Close Up	2 days	Tue 8/22/17	Wed 8/23/17																							
10	Bolting	2 days	Thu 8/24/17	Fri 8/25/17																							
11	Crossover electri	2 days	Mon 8/28/17	Tue 8/29/17																							
12	Full Panel Close U	2 days	Mon 8/28/17	Tue 8/29/17																							
13	Plumbing Manifo	2 days	Wed 8/30/17	Thu 8/31/17																							
14	Punch List	2 days	Fri 9/1/17	Mon 9/4/17																							

Project: Magnolia Science  
Date: Wed 6/28/17

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			



# Magnolia Science Academy 70x32 Admin Bldg



Project: Magnolia Science  
Date: Wed 6/28/17

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

# Magnolia Science Academy MPR Bldg

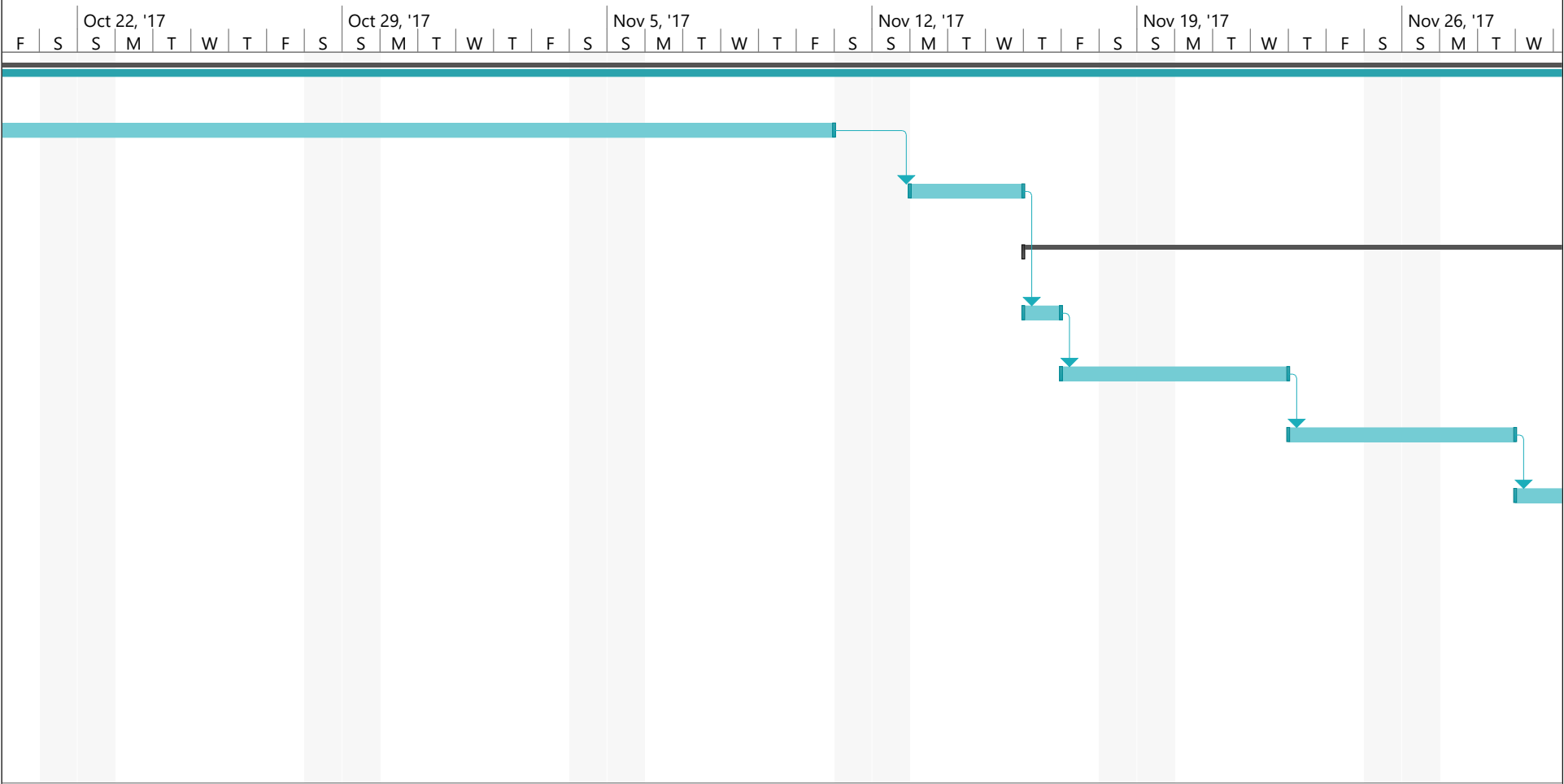
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					M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T			
1	<b>MPR Bldg</b>	<b>76 days</b>	<b>Mon 9/25/17</b>	<b>Mon 1/8/18</b>	[Gantt bar for task 1]																											
2	Production	35 days	Mon 9/25/17	Fri 11/10/17	[Gantt bar for task 2]																											
3	Delivery	3 days	Mon 11/13/17	Wed 11/15/17	[Gantt bar for task 3]																											
4	<b>Site Work</b>	<b>13 days</b>	<b>Thu 11/16/17</b>	<b>Mon 12/4/17</b>	[Gantt bar for task 4]																											
5	Crane	1 day	Thu 11/16/17	Thu 11/16/17	[Gantt bar for task 5]																											
6	Bldg Set	4 days	Fri 11/17/17	Wed 11/22/17	[Gantt bar for task 6]																											
7	Flashing	4 days	Thu 11/23/17	Tue 11/28/17	[Gantt bar for task 7]																											
8	Roof Close Up	4 days	Wed 11/29/17	Mon 12/4/17	[Gantt bar for task 8]																											
9	<b>Building Interiors</b>	<b>26 days</b>	<b>Mon 12/4/17</b>	<b>Mon 1/8/18</b>	[Gantt bar for task 9]																											
10	Bolting	4 days	Mon 12/4/17	Thu 12/7/17	[Gantt bar for task 10]																											
11	Accordion Doors	4 days	Mon 12/11/17	Thu 12/14/17	[Gantt bar for task 11]																											
12	Crossover electrical	4 days	Mon 12/11/17	Thu 12/14/17	[Gantt bar for task 12]																											

Project: Magnolia Science.mpp  
Date: Tue 7/11/17

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			



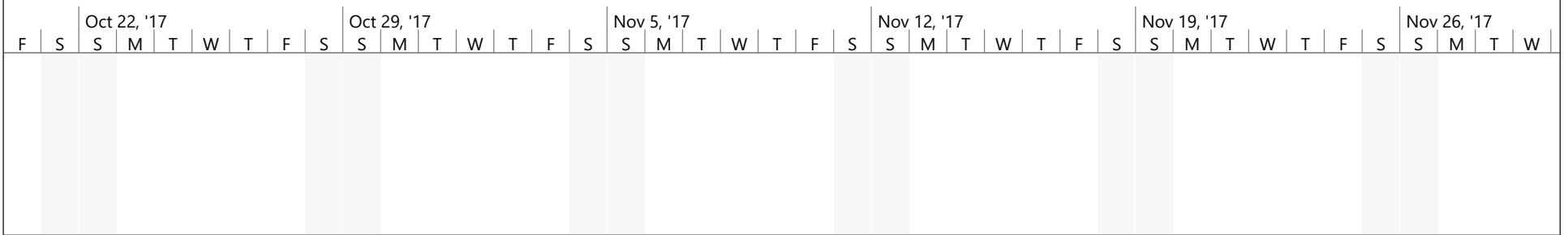
# Magnolia Science Academy MPR Bldg



Project: Magnolia Science.mpp  
Date: Tue 7/11/17

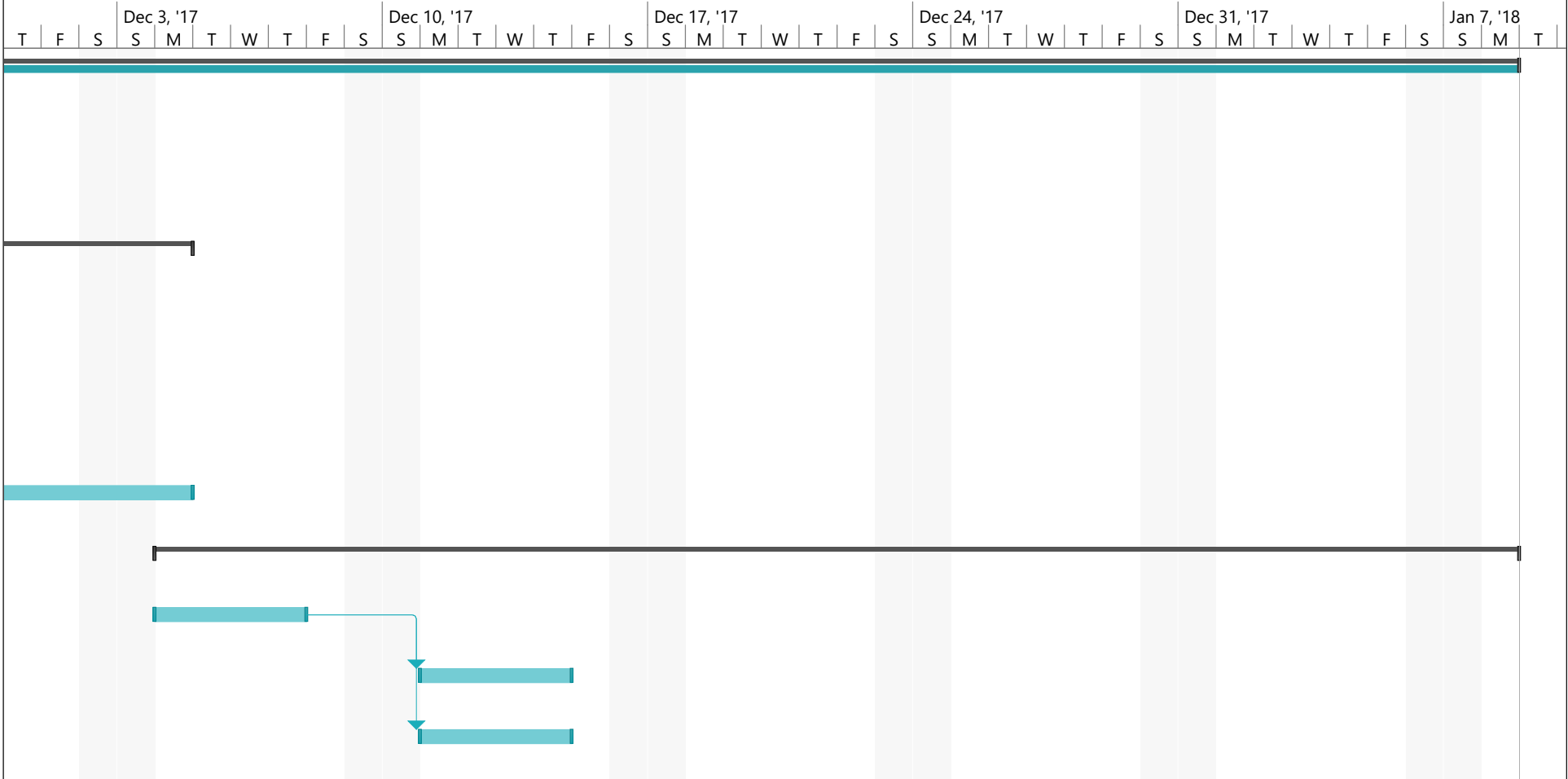
Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

# Magnolia Science Academy MPR Bldg



Project: Magnolia Science.mpp Date: Tue 7/11/17	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

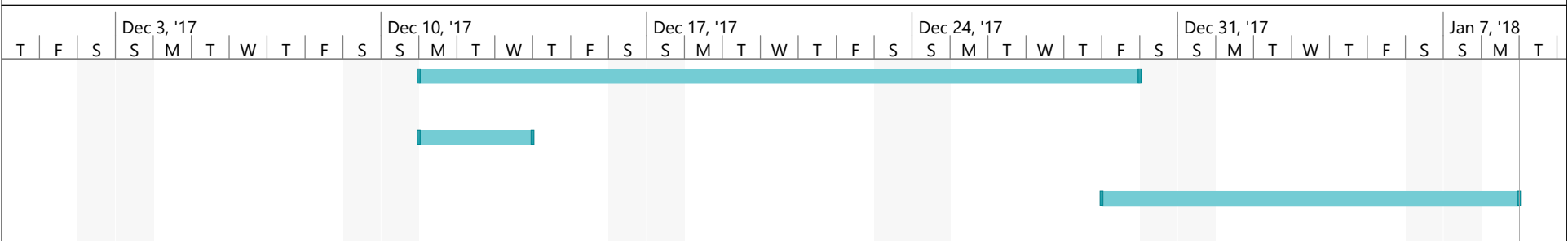
# Magnolia Science Academy MPR Bldg



Project: Magnolia Science.mpp  
Date: Tue 7/11/17

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

# Magnolia Science Academy MPR Bldg



Project: Magnolia Science.mpp  
Date: Tue 7/11/17

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			