

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Board of Education

Special Meeting

To be held concurrently with the regular meeting of

October 15, 2009

Ridgecrest City Council Chambers

100 West California Avenue

www.ssusd.org

We, the members of the Board of Education of the Sierra Sands Unified School District, are committed to providing the highest quality education in a safe environment to all K-12 students. We believe the school shares with the family, church, and community the responsibility for developing life-long learners who are responsible, productive citizens.

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

Amy Covert
Judy Dietrichson
William Farris
Tim Johnson
Tom Pearl
Kurt Rockwell, Vice President/Clerk
Michael Scott, President

Joanna Rummer, Superintendent

MOMENT OF SILENCE

1. ADOPTION OF AGENDA

2. CONSTRUCTION ADMINISTRATION

2.1 Approval to Negotiate a Second Amendment to the Contract with Barnhart, Inc. for Modernization of the Infrastructure at Inyokern Elementary School (*Goal #3, #4*)
Extending the scope of work on this contract to include "wet" utilities will allow for the use of existing trenching for these utilities as well as the electrical conduits. Doing so will reduce future costs.

2.2 Approval of a Third Amendment to the Contract with Barnhart, Inc. for Modernization of Faller Elementary School to Include Infrastructure Connectivity for the Faller Pre-school (*Goal #3, #4*)

This amendment will allow the extension and connection of all required utilities for the operation of the Faller preschool facility, including water, sewer, gas, electricity, data, fire alarm and energy management systems. In addition, two new fire hydrants will be provided per plans and specifications as required by Kern County Fire Department and DSA.

3. ADJOURNMENT

2. CONSTRUCTION ADMINISTRATION

2.1 Approval to Negotiate a Second Amendment to the Contract with Barnhart, Inc. for Modernization of the Infrastructure at Inyokern Elementary School (Goal #3, #4)

BACKGROUND INFORMATION: At the meeting of the Board of Education on July 6, 2009, the board contracted with Barnhart, Inc. in the sum of \$1,340,955 for infrastructure modernization of Inyokern Elementary School. This contract included all contingencies and allowances. The scope of this contract included the construction of the new parking lot as well as electrical system upgrades.

CURRENT CONSIDERATIONS: This scope of work did not include the “wet” utilities (sewer and water). It has been subsequently determined that much of the currently existing trenching can be used for these utilities as well as the electrical conduits, except at differing elevations. The district would realize considerable savings if all trenching work was done simultaneously.

FINANCIAL CONSIDERATIONS: Authorization to amend the Barnhart contract for the Inyokern Elementary School modernization neither increases the scope of work nor the cost of work. Simply, portions of the scope of the modernization phase of work is being expeditiously accelerated to reduce future costs. The anticipated “not to exceed cost” for this scope of work is \$400,000.

The sources of funding for the second amendment are Measure “A”, state matching share, deferred maintenance, and the Inyo-Kern Schools Financing Authority.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the Board of Education authorize the district to enter into an agreement to amend the contract with Barnhart, Inc. for the Inyokern Elementary School infrastructure modernization in an amount not to exceed \$400,000 as presented.

2. CONSTRUCTION ADMINISTRATION

- 2.2 Approval of a Third Amendment to the Contract with Barnhart, Inc. for Modernization of Faller Elementary School to Include Infrastructure Connectivity for the Faller Preschool (*Goal #3, #4*)
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BACKGROUND INFORMATION: The district was awarded a preschool grant for Faller Elementary School which included a relocatable classroom facility. The facility is in place and ready for operation except for the connection of utilities and providing two fire hydrants per plans and specifications required by the Kern County Fire Department and the Division of the State Architect (DSA).

CURRENT CONSIDERATIONS: The most expeditious and economical approach to providing this infrastructure connectivity is to further amend the Barnhart contract for modernization of Faller School and utilize Barnhart and their current Faller subcontractors to complete this project. This amendment will allow the extension and connection of all required utilities for the operation of the Faller preschool facility, including water, sewer, gas, electricity, data, fire alarm, and energy management systems. In addition, two new fire hydrants will be provided per plans and specifications as required by Kern County Fire Department and DSA.

FINANCIAL CONSIDERATIONS: It is estimated the cost of this contract extension will not exceed \$200,000. The preschool grant will fund a portion of this work. Measure “A” funds will be a funding source for at least one of the fire hydrants as it was a requirements identified during modernization.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board approve the third amendment to the contract with Barnhart, Inc. for modernization of Faller Elementary School to include infrastructure connectivity for the Faller preschool at a cost not to exceed \$200,000.

AMENDMENT NO. 3 TO SITE LEASE AND SUBLEASE

(Faller Elementary School Modernization Project)

This Amendment No. 3 (“Amendment”) to the Site Lease and Sublease (“Leases”) by and between the Sierra Sands Unified School District, a school district duly organized and validly existing under the laws of the State of California (“District”) and Barnhart Inc., a Heery International Company, a California corporation (“Barnhart”) dated November 3, 2008, is hereby made and entered into this fifteenth day of October, 2009 (“Effective Date”) as follows:

WHEREAS, the District and Barnhart have entered into the Leases, true and correct copies are attached hereto as Exhibit “A,” to provide for the modernization of portions of the Faller Elementary School as more particularly described in the Leases (“Project”); and

WHEREAS, both Parties desire that Barnhart complete extra work, which work was not contemplated in the original Construction Services Agreement, attached as Exhibit “D” to the Sublease, subject to the following conditions; and

WHEREAS, Section 9 of the Construction Services Agreement provides that District may prescribe extra work or a modification or reduction of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents; and for such purposes, the District may at any time during the life of the Construction Services Agreement by written order, make such changes as it shall find necessary.

NOW THEREFORE, THE DISTRICT AND BARNHART HEREBY AGREE AS FOLLOWS:

1. Leases. The District and Barnhart hereto represent that the aforementioned Leases are the true, correct and complete agreement between the Parties and that there have been no written or oral amendment(s) to the Leases. All capitalized terms not otherwise defined herein shall have the same meanings given in the Leases.

2. Additional Scope of Work. The District and Barnhart agree that the documents set forth in Exhibit “B,” attached hereto and incorporated by this reference, shall be added to the Scope of Work as set forth in the Construction Services Agreement. Specifically, the Scope of Work shall be increased to extend and connect all required utilities for the operation of the Faller preschool facility, including water, sewer, gas, electricity, data, fire alarm and energy management systems. In addition, provide two new fire hydrants per plans and specifications as required by Kern County Fire Department for DSA project approval (“Additional Scope of Work”), as set forth in Exhibit “B.”

3. Cost of Additional Scope of Work. The cost of the Additional Scope of Work shall be added to the District Contingency Fund, as described in Section 3 of the Construction Services Agreement. The cost of the Additional Scope of Work shall not exceed two-hundred thousand dollars (\$200,000.00).

4. **Conditions Applicable to Additional Scope of Work.** In causing the Additional Scope of Work to be completed, Barnhart agrees that the Additional Scope of Work shall be performed in accordance with the Leases (including the Construction Services Agreement and all other Exhibits to the Leases) and all other applicable requirements from DSA, local requirements, the California Building Code, Title 24 and the Field Act, as applicable. The structural engineer shall be notified, as necessary and appropriate, regarding any Additional Scope of Work which requires his approval or inspection.

5. **Binding Effect; Partial Invalidity.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment or the Leases.

6. **Full Force and Effect; No Other Amendments.** The Leases are hereby modified with respect to the terms set for the herein, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this Amendment, the Leases shall remain unmodified and in full force and effect as executed by the Parties.

7. **Facsimile Signatures.** In order to expedite the execution of this Amendment, telecopied signatures may be used in place of original signatures on this document. The Parties intend to be bound by the signatures on the telecopied document, are aware that the other Party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

8. **Counterparts.** This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

9. **Inconsistencies.** In the event of any inconsistency between the terms of this Amendment and those of the Lease, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Amendment, as of the Effective Date set forth above, and agree that this Amendment shall constitute binding modifications to the Lease.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Its: _____

BARNHART INC, A HEERY INTERNATIONAL COMPANY

By: _____
Name: _____
Its: _____

EXHIBIT "A"
SITE LEASE AND SUBLEASE

EXHIBIT “B”

ADDITIONAL SCOPE OF WORK

Extend and connect all required utilities for the operation of the Faller preschool facility, including water, sewer, gas, electricity, data, fire alarm and energy management systems. In addition, provide two new fire hydrants per plans and specifications as required by Kern County Fire Department for DSA project approval.