

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Special Meeting**

To be held concurrently with the regular meeting of

**September 17, 2009
Pierce Elementary School
674 North Gold Canyon
*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. CONSENT CALENDAR

2.1 Ratification of Second Amendment to the Contract with Barnhart, Inc. for Modernization of Pierce Elementary School (*Goal #3, #4*)

3. ADJOURNMENT

2. CONSENT CALENDAR

2.1 Ratification of Second Amendment to the Contract with Barnhart, Inc. for Modernization of Pierce Elementary School (*Goal #3, #4*)

BACKGROUND INFORMATION: At a special concurrent meeting of the board on September 3, 2009, the board authorized staff to negotiate a second amendment to the contract with Barnhart, Inc. for modernization of Pierce Elementary School. Throughout the Pierce School modernization project, unforeseen existing conditions were discovered that had to be corrected for reasons of student and faculty safety and code compliance.

CURRENT CONSIDERATIONS: As authorized by the board, the second amendment to the contract with Barnhart, Inc. has been negotiated and is being submitted for ratification by the board. The scope of work includes work related to the HVAC seismic retrofit, replacement of the sewer system, and replacement and repair of sidewalk and landscape due to the replacement of the sewer system. A copy of the contract is attached.

FINANCIAL CONSIDERATIONS: As discussed earlier, this contract is not to exceed \$500,000.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board ratify the second amendment to the contract with Barnhart, Inc. for modernization of Pierce Elementary School as presented.

AMENDMENT NO. 2 TO SITE LEASE AND SUBLEASE

(Pierce Elementary School Modernization Project)

This Amendment No. 2 (“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 February 11, 2009, is hereby made and entered into this seventeenth day of September, 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 Pierce Elementary School buildings 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 include work related to the HVAC seismic retrofit, replacement of sewer system, and replacement and repair of sidewalk and landscape due to the replacement of the sewer system (“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 Five Hundred Thousand Dollars (\$500,000.00).

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

Work related to the HVAC seismic retrofit, replacement of sewer system, and replacement and repair of sidewalk and landscape due to the replacement of the sewer system.