

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**Board of Education  
Special Concurrent Meeting**

**OCTOBER 19, 2017  
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 Castillo-Covert, Vice President/Clerk  
Bill Farris  
Tim Johnson, President  
Kurt Rockwell  
Michael Scott

Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE

1. ADOPTION OF AGENDA

10. CONSTRUCTION ADMINISTRATION

10.10 Approval to Add Change Order #2 to the Agreement with Bravo Concrete Construction Services, Inc. for Weekend, Premium, and Overtime Work to Complete the New Murray Middle School Site Timely for Opening of School

10.11 Approval of Amendment #1 to the Agreement with Colombo Construction Company (CCC) to Provide Increased Duration for Construction Management Services for Murray Middle School and Burroughs High School

14. ADJOURNMENT

10. CONSTRUCTION ADMINISTRATION

10.10 Approval to Add Change Order #2 to the Agreement with Bravo Concrete Construction Services, Inc. for Weekend, Premium, and Overtime Work to Complete the New Murray Middle School Site Timely for Opening of School

**BACKGROUND INFORMATION:** In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-nine million dollars for the construction of a new Murray Middle School. In response to that grant, the district has initiated design and construction phase services to complete execution of the project. Having received approval from the Division of the State Architect and the SSUSD Board of Trustees to commence construction of the project, prime trade contractors commenced construction on the site. As certain unforeseen scheduling conditions unavoidably delayed construction of the quad scope of work, it became necessary to execute the work on overtime, weekend, and premium hours in order to open school on time.

**CURRENT CONSIDERATION:** During the course of construction, various unforeseen scheduling conditions were encountered that delayed the work to complete the central quad, making it necessary for the site concrete contractor to work additional workday hours and on weekends in order to meet the scheduled start of school. Concrete flatwork at the quad needed to be completed in order to provide a complete path of travel for the students prior to the opening of school. The prime trade contractor was requested to provide a price for the work which was reviewed and vetted by the construction manager, the project manager and the architect/engineer and was found to be reasonable. In addition, the contractor originally scheduled to do this work will provide a credit to the district against their contract.

**FINANCIAL IMPLICATIONS:** Authorization is requested to amend the contract with Bravo Concrete Construction Services, Inc. as follows:

Bravo Concrete Construction, Inc. - Site Concrete – Base Contract	\$ 1,556,633.00
Previously Approved Change Orders	\$ 11,782.30
<u>Proposed Change Order #2</u>	<u>\$ 13,214.11</u>
Total New Contract Amount	\$ 1,581,629.41

Funding for this expense shall be 80% from the Murray Middle School DoD grant funds and 20% from district matching funds including Fund 35.

**SUPERINTENDENT’S RECOMMENDATION:** The superintendent recommends that the board approve Change Order #2 to add the work described therein to the agreement with Bravo Concrete Construction Services, Inc. as presented.

# CHANGE ORDER

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR
- FIELD
- INSPECTOR
- DSA
- CITY AGENCY
- OTHER

**PROJECT:** Sierra Sands Unified School District **CHANGE ORDER NO.:** 2

**Project Name:** New Murray Middle School  
 200 E. Drummond Avenue  
 Ridgecrest, CA 93555 **DATE OF ISSUANCE:** October 19, 2017

**TO:** **BRAVO CONCRETE CONSTRUCTION SERVICES, INC.**  
 681 W La Cadena Drive  
 Riverside, CA 92501 **PROJECT NO.:** 210001  
**DSA APPL. #** A-03-116198  
**CONTRACT FOR:** Saturday premium work, overtime and double time hours  
**CONTRACT DATE:** October 31, 2016

**Bid Category:** SITE CONCRETE **C-CONTRACT NO.:** \_\_\_\_\_

**Action:** Request the Board of Trustees approve the contract changes contained in the below referenced Exhibits.

You are directed to make the following changes in this Contract:  
 Reference attached Change Order Item.

EXHIBIT	CONTRACTOR COR	#		COST
EXHIBIT A	PCO#	09	Proposal =	\$13,214.11
<b>Total CO Amount:</b>				<b>\$13,214.11</b>

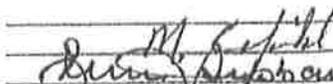
Not valid until signed by the Owner, Architect and Contractor.  
 Signature of Contractor indicates his agreement herewith, including any adjustment in Contract Sum or Contract Time.

The original Contract Sum was	\$ 1,566,633.00
Net change by previously authorized Change Orders	\$ 11,782.30
The Contract Sum prior to this Change Order was	\$ 1,568,415.30
The Contract Sum will be increased (decreased) by this Change Order	\$ 13,214.11
The new Contract Sum including this Change Order will be	\$ 1,581,629.41
The Contract Time will be changed by [0] Days.	0
The Date of Completion as of the date of this Change Order therefore is:	June 30, 2017

**Contractor:**

_____	_____	_____
Name (Printed)	Signature	Date

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District. I believe this request is valid and recommend for your acceptance.

	Name (Printed)	Signature	Date
Architect:	IBI Group, Inc.		10.5.17
Const. Mgt. Rep.:	Colombo Construction		10.15.17
Bond Planning PM:	Maas Companies		
Inspector of Record:	Jeff Roberson		
Owner:	Christina Giraldo		
	Asst Supt Business + Support Svcs		

cc:

ITEM CO.:

Requested by:	District
Reference	Exhibit "A"
Justification	C/4
Time Extension	0 Days

ADD/DEDUCT: \$ 13,214.11

TOTAL CHANGE ORDER AMOUNT: \$ 13,214.11

CODE LEGEND\*

- A SITE COST, UNFORESEEN FIELD CONDITION
- B SITE COST, ERROR AND/OR OMISSION
- C SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- D SITE COST, AGENCY OR CODE REVISION
- E SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- F BUILDING COST, UNFORESEEN FIELD CONDITION
- G BUILDING COST, ERROR AND/OR OMISSION
- H BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- J BUILDING COST, AGENCY OR CODE REVISION
- K BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- L CONTRACT ADMINISTRATIVE ISSUE

\* Note: "I" has been omitted to avoid confusion with "1"

- 1 CONTRACTOR GENERATED
- 2 CONSTRUCTION MANAGER GENERATED
- 3 ARCHITECT/ENGINEER GENERATED
- 4 DISTRICT GENERATED
- 5 INSPECTOR OR AGENCY GENERATED

## 10. CONSTRUCTION ADMINISTRATION

10.11 Approval of Amendment #1 to the Agreement with Colombo Construction Company (CCC) to Provide Increased Duration for Construction Management Services for Murray Middle School and Burroughs High School

BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for the modernization of Burroughs High School and a new Murray Middle School. In response to that grant, the district initiated construction of the project under the management of a prior construction manager (CM). However, during the course of construction, the CM was replaced by Colombo Construction Company who continued with the execution of the projects as the replacement construction manager.

CURRENT CONSIDERATION: During the course of construction of the modernization and new school projects, multiple unforeseen conditions, contract deficiencies, as well as errors and omissions in the construction documents, have added significant complexity and construction duration due to delays in the construction activities. This prolongation of construction has necessitated extension of the construction management services to oversee and direct the prime trade contractors. CCC has provided a proposal for this extension of duration. The proposal has been reviewed and negotiated; all terms and conditions will remain as outlined in the base contract.

FINANCIAL IMPLICATIONS: The proposal received is for a cost Not-to-Exceed \$420,990.00. Extended services will be necessary for 3 months of site supervision and 6 months of administrative close-out. Funding for this expense shall be 80% from DoD grant funds and 20% from district matching funds including fund 40.

SUPERINTENDENT'S RECOMMENDATION: The superintendent recommends that the board approve Amendment #1 to the contract with Colombo Construction Company to extend the construction management contract duration as described.

**FIRST AMENDMENT TO THE  
AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES BY AND  
BETWEEN THE SIERRA SANDS UNIFIED SCHOOL DISTRICT AND COLOMBO  
CONSTRUCTION COMPANY, INC.**

This Amendment (“Amendment”) is entered into on \_\_\_\_\_ 2017, by and between the Sierra Sands Unified School District (herein referred to as “District”) and Colombo Construction Company, Inc. (herein referred to as “CM”).

**RECITALS**

**A. WHEREAS**, on or about September 8, 2016, the Parties entered into an agreement (herein referred to as the “Management Agreement”) in which CM agreed to provide construction management services for the Burroughs High School Modernization Project and the Murray Middle School Project (collectively, the “Projects”);

**B. WHEREAS**, Section 4.1 of the Management Agreement granted Colombo a Fixed Fee of \$2,245,776 for all services necessary to complete the CM’s services for the Projects (the “Fixed Fee”);

**C. WHEREAS**, the Parties wish to increase payment and duration to the CM for Project services required;

**D. WHEREAS**, where any Section or portion of the Management Agreement is amended or superseded by this Amendment, the balance of that Section not specifically amended or superseded shall remain in effect as originally written. Where any Section or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Section shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. This Amendment, taken together with the Management Agreement, represents a new Management Agreement and understanding between the Parties; and

**E. WHEREAS**, the District and CM (collectively, the “Parties”) agree that the Recitals set forth hereinabove are expressly incorporated into the Management Agreement and correctly set forth the nature of the Management Agreement as modified by this Amendment.

**NOW, THEREFORE**, the District and the CM agree that the terms and provisions of the Management Agreement are hereby amended as set forth herein below:

**1. Payment**

The Parties hereby confirm that CM has received full, complete, and final payment pursuant to the Management Agreement for all services provided for the Projects from the effective date of the Management Agreement through August 31, 2017 (the “Prior Payment”). CM confirms it has received the total Fixed Fee as set forth in Section 4.1 of the Management Agreement and the

Prior Payment constitutes the final payment for all services rendered pursuant to the Management Agreement and for the Projects up to, and including, August 31, 2017. Thus, CM shall not seek any additional payment from the District for any services provided or costs incurred pursuant to the Management Agreement on or before August 31, 2017.

The Parties hereby agree that CM shall be paid for work provided after August 31, 2017 as follows:

**A. Lump Sum Fee for September 2017 Services**

The District shall issue a total payment of One Hundred Sixty One Thousand Five Hundred Forty Six Dollars (\$161,546) as full, final, and complete payment to CM for all services rendered and costs incurred by CM pursuant to the Management Agreement and for the Projects between September 1, 2017 and September 30, 2017 (the "September Payment"). Upon receipt of this September Payment, CM shall not seek or be entitled to any additional payment from the District for any costs or services provided during the month of September 2017 pursuant to the Management Agreement or for the Projects.

**B. Payments for Remaining Services**

CM hereby agrees to provide all services required by the Management Agreement and as necessary through the Effective Date of this Amendment through the completion of the Projects, which includes all close-out services and services deemed necessary by the District to declare the services as requested by the District complete and finished. CM shall take all actions necessary to ensure the Project services as requested are complete on or before March 31, 2018 (the "End Date").

In consideration for such services, CM shall be paid by the District in accordance with the fee schedule attached hereto as Exhibit "A" (the "Fee Schedule") on a monthly basis from October 1, 2017 up to, and including March 31, 2018 (the "Remaining Payment"). CM's monthly invoice shall document that actual hours worked, the staff members working, and a description of the work performed in coordination with the Fee Schedule. Upon receipt of a valid invoice, District shall issue payment to the CM in accordance with the rates set forth in the Fee Schedule. In no event shall the Remaining Payment exceed a total payment amount of Two Hundred Thirty One Thousand Five Hundred Thirty Seven Dollars (\$259,444.00) for all services necessary to complete the Projects from October 1, 2017 until deemed complete by the District, subject to the term requirements set forth below.

**2. Term of Amendment**

CM shall provide all services set forth and required by the Management Agreement until the District deems services for both Projects complete for the Remaining Payment set forth in Section 1 above. In the event services are not deemed complete for either Project by the District on or before the End Date due to CM's failure to meet its obligations under the Management Agreement, CM shall be required to provide all such required services until the District deems

the Project services complete at no additional cost or charge to the District. If services for either Project are not complete due to factors beyond the control of the CM, the Parties may enter into an additional amendment to extend the term and establish a new payment structure. However, the District is under no obligation to extend the term or offer additional payment to the CM if the District determines the CM's services are no longer necessary or required to complete the Projects.

**3. Miscellaneous**

A. Binding. The Parties and each of their signatories hereto warrant that each has the power and authority to execute this Amendment. 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 Management Agreement.

B. Full Force and Effect. Except as herein modified, all terms and conditions of the Management Agreement shall remain unchanged and in full force and effect.

C. Modifications. This Amendment may be amended or modified only by an agreement in writing signed by both the District and CM.

D. 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.

E. Inconsistencies. In the event of any inconsistency between the terms of this Amendment and those of the Management Agreement, the terms of this Amendment shall control.

[SIGNATURES ON NEXT PAGE]

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COLOMBO CONSTRUCTION COMPANY, INC.**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**COLOMBO CONSTRUCTION COMPANY, INC.**  
**SSUSD CONTRACT EXTENSION - PROPOSAL #3**  
**10-17-17**

Field Supervision	mos	rate	Total
CCC BHS Invoice for Sept			\$ 109,593.00
CCC MMS Invoice for Sept			\$ 51,953.00
Subtotal			\$ 161,546.00
BR @ \$18,538/mo	3	\$ 18,538.00	\$ 55,614.00
WE @ \$17,800/mo	1.5	\$ 17,800.00	\$ 26,700.00
AA-Savannah	3	\$ 8,950.00	\$ 26,850.00
PE	6	\$ 10,880.00	\$ 65,280.00
GC, OH&P		\$ 80,000.00	\$ 80,000.00
Additonal PE/AA OHP		\$ 5,000.00	\$ 5,000.00
subtotal			\$ 259,444.00
Total			\$ 420,990.00
Notes: BHS			

- 1) Shade structures not DSA approved, and cannot begin installation until 12/18/17 by Meehlies schedule  
Anticipated delivery 1/2/18
- 2) Site Concrete cannot begin at new Admin until 12/18/17 by Meehlies Schedule
- 3) there is no contractor under contract for site concrete as of this date. Under negotiation.
- 4) USS Cal has not committed to F.A. work

**MMS**

- 1) Site Stabilization - solution has not been finalized, bid, or contracted.

**EXHIBIT "A " continued**  
**SCOPE OF SERVICES FOR**  
**COLOMBO CONSTRUCTION COMPANY, INC.**  
**SSUSD CONTRACT EXTENSION 10-17-17**

---

The following activities shall be included as part of the Services required of the CM

- **Proposed Work Scope reduction @ BHS Bldg A**
- **CM mgmt required @ BHS:**
  - MDF, bldg A
  - Punch list completed in all buildings (exception: clean agent sys, D Bldg; New Adm Bldg)
  - Pump House, including equipment and utilities
  - All shade structures
  - Project Closeout
- **CM mgmt required @ MMS:**
  - Gym & locker buildings
  - Exterior gym concrete
  - Site erosion stabilization, disturbed areas
  - Punch list completed in all buildings & site