

# SIERRA SANDS UNIFIED SCHOOL DISTRICT

## Board of Education Special Meeting

February 2, 2015  
District Office  
113 Felspar  
[www.ssusdschools.org](http://www.ssusdschools.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

6:00 p.m.

Amy Castillo-Covert  
Bill Farris, President  
Tim Johnson  
Kurt Rockwell  
Michael Scott, Vice President/Clerk

Ernest M. Bell, Jr., Superintendent

### MOMENT OF SILENCE

#### 1. ADOPTION OF AGENDA

#### 2. CONSTRUCTION ADMINISTRATION

2.1 Approval to Enter into an Agreement for Architect of Record for the DSA Approval and Construction Phase Services for the Burroughs High School Modernization Project

2.2 Approval of Contract Amendment for PlaceWorks, formerly known as The Planning Center

#### 3. GENERAL ADMINISTRATION

The board will meet with the superintendent in a work/study session to review and discuss superintendent evaluation models.

#### 4. ADJOURNMENT

## 2. CONSTRUCTION ADMINISTRATION

### 2.1 Approval to Enter into an Agreement for Architect of Record for the DSA Approval And Construction Phase Services for the Burroughs High School Modernization Project

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**BACKGROUND INFORMATION:** In response to a grant received from the Department of Defense (DOD) – Office of Economic Adjustment (OEA), the district ultimately will commence construction of the modernization of Burroughs High School. The district recently terminated for convenience the prior Architect of Record and commenced solicitation of Statements of Qualifications (SOQ) for a replacement architect to complete DSA Approval and Construction Phase Services for the project according to the approved state and federal mandated procurement procedures. The district received three qualified SOQ's for the work.

**CURRENT CONSIDERATIONS:** Upon review and evaluation of the proposals received, the district review committee determined that the most responsive firm was RBB Architects Inc. A subsequent interview and fee negotiation were conducted along with an agreed scope of work and fee amount. With guidance from counsel, a professional services agreement will be executed with RBB Architects, Inc., upon approval of the board.

**FINANCIAL IMPLICATIONS:** The fixed fee amount of the agreements for both projects will be \$610,000.00 which includes overhead and insurance, plus a 10% allowance for reimbursable expenses at \$24,400.00 for a total amount of \$634,400.00. The district plans to use both DoD grant fund sources for 80% of the contract, as well as several other fund sources including Fund 35 and IKSFA as the remaining 20% required to be provided by the district in the grant agreement.

**SUPERINTENDENT'S RECOMMENDATION:** It is the superintendent's recommendation that the board approve the district to enter into an agreement for Architect of Record with RBB Architects, Inc. for the Burroughs High School modernization project for the fee negotiated as presented.



January 19, 2015

Ms. Pamela Pence, Program Manager  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
113 West Felspar Ave  
Ridgecrest, CA 93555-3520

**RE: Sierra Sands Unified School District RFP 363-002  
Burroughs High School Modernization Project  
Construction Administration Services**

Dear Ms. Pence:

RBB Architects is pleased to submit our fee proposal for Construction Administration Services for the SSUSD Burroughs High School Modernization Project. We are excited about the possibility of continuing to serve the needs of the SSUSD District.

In addition to the information contained in our proposal last week, I wanted to identify the Assumptions we used to calculate what we believe will be the Fee required to accomplish the scope.

#### **Assumptions / Clarifications**

- The drawings are not in need of any corrections in order for RBB to legally Supplant W+W.
- We retain the Electrical, Structural, Landscape and Civil Engineers currently on the team.
- We procure services from new Mechanical Engineer (TK1SC)
- successful DSA intake for back check is assumed; a maximum of one round of DSA Back check comments corrections with minimal amount of work are included in the base fee.
- James Wieck will be lead Construction Administrator, Tahlia Derbigny will assist him. Dwayne Love and Kevin Boots will support the project as required, within the weekly hours assigned to the project.
- Construction Administration Fees are based on 18 Months construction, starting January 2015 (this is important based on James Wieck's availability).

#### **Exclusions**

- Redesign - project scope as currently defined in the CDs is the basis for the fee.
- All scope associated with communications with other agencies (Navy, DOD, etc)
- All audit related scope
- All work associated with any other open DSA permits requiring close out

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#### **RBB ARCHITECTS INC**

Joseph A. Balbona, AIA  
Sylvia Botero, AIA  
Arthur E. Border, AIA  
Kevin Boots, AIA

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10980 Wilshire Boulevard  
Los Angeles, CA  
90024-3905

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T: 310 473 3555  
www.rbbinc.com

**Typical Indemnification Clause required to Supplant another Architect, that we will require in our contract:**

- Client acknowledges, on its own and without solicitation or encouragement from RBB ARCHITECTS INC., Inc., that it has determined that it is in its best interests, and that of the Project, to terminate the contract with W+W, including its agents, employees and consultants, except for electrical, civil, structural or landscape disciplines. This termination was effective XX/XX/XX.
- The current designer(s) of record (W+W) shall be, now and in the future, solely responsible for the design and administration of the design through construction for the Project. In recognition of this and based upon this understanding.
- Client further agrees to defend, indemnify, and hold harmless RBB ARCHITECTS INC., Inc., its agents, employees, and consultants, from and against any and all claims, demands, liability, costs, or expenses (including attorney's fee, expert fees, and RBB ARCHITECTS INC., Inc.'s own administrative time) ("Claims") that arise out of or relate to the design, administration of the design or the construction done by others as it relates to the Project, including those Claims that include allegations of active or passive negligence on behalf of RBB ARCHITECTS INC., Inc., its agents, employees, or consultants, that may arise from the services performed by RBB ARCHITECTS INC., Inc. in the past, and that are to be performed in the future for the Client.
- In the event W+W opts to sue RBB ARCHITECTS INC., Inc., it is specifically agreed and acknowledged that the scope of this indemnity is to include any and all Claims brought by W+W arising from the Project including those Claims based upon allegations of interference with contract or economic advantage, whether negligent or intentional, or indemnity. The scope of this indemnity and hold harmless is intended to exclude that design, or related administration, that is performed solely by RBB ARCHITECTS INC., Inc. after the effective date of this agreement and that does not arise out of or relate to the W+W design. Further, regardless of whether or not RBB ARCHITECTS INC., Inc. is named in any future lawsuit relating to the Project, it is agreed that RBB ARCHITECTS INC., Inc.'s own administrative time spent in either assisting the Client or responding to issues raised by any Claim, shall be considered an additional service under this agreement. This shall include, but is not limited to, time spent by staff of RBB ARCHITECTS INC., Inc. in meetings, locating documents, giving testimony, or other such litigation or Claim related services. Client further acknowledges that it is the owner of all plans and specifications, or other work product prepared by W+W, or its consultants for the Project ("Project Documents") and that Client will secure and timely provide to RBB ARCHITECTS INC., Inc. the electronic version of all such Project Documents, current as of the date of termination, so as to facilitate the performance of the services described in the proposal. Any such documentation not timely received may result in an additional service by RBB ARCHITECTS INC., Inc. to recreate or reproduce information or manipulate into a usable fashion information which may be necessary to perform the basic services under the proposal. The scope of the indemnity described hereinabove shall also include any and all Claims arising from copyright, trademark, or other similar allegations brought by W+W, or any of its consultants, relating to the Project Documents.

**Fee Assumptions**

- Total Fee including consultants noted above: \$610,000.
- Assumes all consultants CA services do not exceed \$120,000
- Total architectural fees were developed based on a total of 40 hours per week at a blended rate of \$160 per hour, for a period of 18 months
- Maximum one site visit by RBB per week, for the project duration
- DSA review for all disciplines with a maximum of 100 hours at \$150 / hour.
- Includes internal peer review for all trades

Thank you again for your consideration, and we very much look forward to this opportunity to continue our relationship with SSUSD. Please do not hesitate to contact me if you have any questions regarding the above.

RBB ARCHITECTS INC



Kevin Boots, AIA LEED AP  
Sr. Vice President  
kboots@rbbinc.com

## 2. CONSTRUCTION ADMINISTRATION

### 2.2 Approval of Contract Amendment for PlaceWorks, formerly known as The Planning Center

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BACKGROUND INFORMATION: The district entered into a Consultant Services Agreement with The Planning Center on or about July 2, 2012, to provide various specialized environmental services pertaining to the Murray Middle School construction project. Subsequently, The Planning Center legally changed its name to PlaceWorks and has continued work toward completing California Environmental Quality Act (CEQA) closure for construction activities and endangered species protection, as well as Department of Toxic Substance Control (DTSC) closure for any contaminants present on the project site. As part of its initial investigation and reporting activities, PlaceWorks submitted both a Phase I Environmental Site Assessment (ESA) and a Programmatic Environmental Assessment (PEA) to DTSC.

CURRENT CONSIDERATIONS: Upon review of the Phase I ESA and PEA, findings by the DTSC indicated that certain contaminants were present on site which would require further site investigation, analysis, and remediation. As a result, PlaceWorks will be required to provide more services than identified in their initial agreement with the district. In response to the directive by the DTSC, PlaceWorks has submitted a proposal of additional fees, anticipated to be required to bring the Murray project to closure with all environmental agencies having jurisdiction over the project, including NAWS, NAVFAC, California Department of Education (CDE), DTSC, and CEQA.

FINANCIAL IMPLICATIONS: PlaceWorks proposes to complete all tasks as outlined in their request for Amendment No. 4, attached. PlaceWorks proposes to complete the work, task by task as separately approved in advance by the district, according to the schedule attached, for a not-to-exceed amount of \$322,405.00 including overhead, insurance, and reimbursable expenses.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the district to enter into an agreement to amend the contract with PlaceWorks (fka: The Planning Center) according to the scope and fees negotiated as presented.

January 27, 2015

Pamela Pence  
Senior Project Manager  
Sierra Sands Unified School District  
113 West Felspar Avenue  
Ridgecrest, California 93555

Subject: Request for Additional Services; DTSC and CEQA Site Clearance for the New Murray Middle School; Amendment No. 4

Dear Ms. Pence:

PlaceWorks initiated environmental work for the New Murray Middle School site in 2012. At the request of the Sierra Sands Unified School District (District), PlaceWorks stopped work on certain tasks due to changes to the site plan and uncertainty of the site's soil conditions. The District is now ready to move forward with a revised site plan and soil remediation process and is requesting PlaceWorks to reinitiate all environmental work.

At the District's request, PlaceWorks has projected the tasks and associated costs to complete the environmental work within our purview:

- » Compliance with the California Environmental Quality Act (CEQA),
- » Completion of health and safety risk studies, required by the Title 5 California Code of Regulations, and
- » Supplemental site investigation, Removal Action Workplan preparation, field oversight for soil remediation, and Removal Action Completion Report preparation in accordance with standards established by the Department of Toxic Substances Control (DTSC) to the point of DTSC site certification.

As outlined in the attached Fee Proposal, we are requesting a budget augmentation of \$322,405 to complete the work outlined therein.

We look forward to continue working with the District to bring about the successful completion of the New Murray Middle School project. If you have any questions regarding the estimated fees, please feel free to contact the undersigned at 619.400.4927.

Respectfully submitted,

**PlaceWorks**



 Barbara Heyman  
Associate Principal, School Facilities Planning

**FEE PROPOSAL TO RE-INITIATE AND COMPLETE  
DTSC, CEQA, AND TITLE 5 STUDY PROCESSES FOR  
NEW MURRAY MIDDLE SCHOOL, SIERRA SANDS UNIFIED SCHOOL DISTRICT  
AMENDMENT No. 4  
(Rev. 1/27/2015)**

Task	Activity	Cost	Comments
<b>DTSC</b>			
1	PEA Public Participation	\$1,500	Includes 30-day public comment period
2	Public Meeting	--	Scheduled Board Meeting on February 19, 2015
3	DTSC PEA Report Approval	--	
4	Scope out SSI Field Activities and Coordinate with Navy	4,000	
5	Implement SSI	50,000	Includes lab and drilling costs
6	Prepare RAW (incorporate results of SSI)	40,000	
7	DTSC Review of RAW	--	
8	Finalize RAW for Public Release	4,000	
9	RAW Public Participation	3,000	Includes 30-day public comment period
10	DTSC RAW Approval	--	
11	Implement RAW (assumes excavation/off-site disposal of 18,000 cy of soil) <sup>a</sup>	200,000	Incl. confirmation sample collection, lab costs, air monitoring, contractor oversight
12	Prepare RACR	25,000	
13	RACR Submittal/DTSC Review	--	Customary review time
14	RACR Finalization from DTSC Comments	4,000	
15	DTSC Approval of RACR/Site Certification	--	
		<b>\$331,500</b>	<b>DTSC Subtotal<sup>b</sup></b>
<b>CEQA</b>			
1	Project Re-initiation	\$1,400	Need final site plans, hydro study, WQMP, geotech, and offsite improvement plans
2	Screencheck No. 1 Initial Study and MND	9,935	
	Air Quality and Greenhouse Gases Technical Analysis	3,720	
	Noise Technical Analysis	5,050	
	Traffic Impact Analysis	1,620	
3	Screencheck No. 2 Initial Study and MND	1,865	Assumes one set of comments and no substantive changes to the project description
4	Circulation of Initial Study and MND	1,570	Assumes District will publish newspaper ad.



**FEE PROPOSAL TO RE-INITIATE AND COMPLETE  
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NEW MURRAY MIDDLE SCHOOL, SIERRA SANDS UNIFIED SCHOOL DISTRICT  
AMENDMENT No. 4  
(Rev. 1/27/2015)**

Task	Activity	Cost	Comments
5	Response to Comments and Errata	3,690	Assumes eight hours to respond to comments
6	MMRP and NOD	915	
7	Meetings	1,750	Assumes 10 PM hours for conference calls and board meeting.
8	Project Management and Coordination	2,800	
	Reimbursables	2,420	Assumes District will file NOD and pay for CDFW fees of ~\$2,300
		<b>\$36,735</b>	<b>MND Subtotal</b>
<b>CDE Title 5 Risk Studies</b>			
	Geological Environmental Site Assessment	\$2,535	
	Health Risk Assessment Technical Memorandum	735	
	Pipeline Safety Hazard Assessment	735	
	Reimbursables	165	
		<b>\$4,170</b>	<b>CDE Title 5 Risk Studies Subtotal</b>
		<b>\$372,405</b>	<b>Total</b> (to complete the above tasks)
		<b>&lt;\$50,000&gt;</b>	Approximate budget available in approved contract
		<b>\$322,405</b>	<b>Augment Request</b>

<sup>a</sup> Does not include construction contractor costs for soil excavation, load-out, off-site transport and disposal, clean soil import, and backfill, which PlaceWorks **estimates could be as much as \$2.3 million to remove and replace 18,000 cy of soil.**

<sup>b</sup> Costs are conservative (i.e., tending high) in response to client request to identify ultimate cost exposure.