

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**Board of Education  
Special Concurrent Meeting**

**MARCH 10, 2016  
Ridgecrest City Council Chambers  
100 West California Avenue  
[www.ssusd.org](http://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  
Bill Farris  
Tim Johnson, Vice President/Clerk  
Kurt Rockwell  
Michael Scott, President

Ernest M. Bell, Jr., Superintendent

**MOMENT OF SILENCE**

**1. ADOPTION OF AGENDA**

**10. CONSTRUCTION ADMINISTRATION**

- 10.2 Approval of Agreement for Construction with Various Prime Trade Contractors for Multiple Trades for the New Murray Middle School Project
- 10.3 Ratification of Contract with ATEN Construction for Ancillary Fencing Material and Repair of Construction Fence at Murray Middle School Construction Site
- 10.4 Approval to Enter into Amendment #6 to the Agreement with RBB Architects for the Burroughs High School Modernization Project
- 10.5 Approval to Enter into Amendment #7 to the Agreement with RBB Architects for the Burroughs High School Modernization Project

**11. ADJOURNMENT**

## 10. CONSTRUCTION ADMINISTRATION

### 10.2 Approval of Agreements for Construction with Various Prime Trade Contractors for Multiple Trades for the New Murray Middle School Project

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 initiated design and construction phase services to complete execution of the project. In preparation for continued construction, to complete the bidding process two (2) final prime trade bid packages and one (1) rebid package were compiled for the project work.

CURRENT CONSIDERATIONS: The project was bid on March 1, 2016 according to the formal procedures established by the district, the OEA and the State of California. District staff conducted a competitive process in accordance with the district's established protocol:

1. Convened a district selection committee.
2. Published an Invitation to Bid for Multiple Bid Packages by Prime Trade as follows:
  - District website
  - Kern County Builders Exchange, Inc.
  - Tulare & Kings Counties Builders Exchange
  - Public Plan Rooms:
    - IB Reprographics
    - iSFt
  - News Publications
    - Press Enterprise on 2/2/2016 and 2/9/2016
    - Antelope Valley Press on 2/2/2016 and 2/9/2016
    - Bakersfield Californian on 2/2/2016 and 2/9/2016
    - Daily Independent on 2/3/2016 and 2/10/2016
    - News Review on 2/5/2016 and 2/12/2016
3. A Job Walk was held on February 9, 2016.
4. A total of seven (7) bid proposals were received. The summary identifying responses to each trade package is attached.
5. The District Selection Committee composed of district administrators and district program managers as non-voting observers, met to review and qualify the proposals the same work day.

It was the consensus of the committee that the following firms be selected, by trade package, as the responsive low bidding construction contractors to execute the trade work for the project:

02 –General Trades (REBID) – Bravo Concrete Construction Services, Inc. –  
\$821,000.00

13 –Food Service Equipment– Kamran and Company, Inc. – \$240,000.00

FINANCIAL IMPLICATIONS: The bid proposals received and to be made a part of the construction documents are for the amounts identified above. Funding for this expense shall be 80% from Murray DoD grant fund sources and 20% from district matching funds including Fund 35.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board approve the bid selection and allow staff to enter into agreements for construction for the identified Murray Middle School project bid packages as outlined above.

# **PROWEST**

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## **CONSTRUCTORS**

March 4, 2016

Mr. Steve Hubbard  
Program Manager  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
113 W. Felspar Avenue  
Ridgecrest, CA 93555

**SUBJECT: New Murray Middle School  
Recommendations for Contract Award, Bid Release 4**

Dear Mr. Hubbard,

Based on receipt of the Prime Trade Contractor bids received for the New Murray Middle School Bid Release 4 we are providing the following recommendations:

1. General Trades – Site & Finishes (REBID): ProWest recommends award of the contract for General Trades – Site & Finishes to Bravo Concrete Construction Services, Inc. in the amount of \$821,000.00. The low bid amount is \$381,868.00 over the estimate. The bids received includes General Contractor Fees and General Conditions due to prequalification requirements and is not included in the estimate. The low bid appears to be within the market rate for this scope of work.
2. Food Service Equipment: ProWest recommends award of the contract for Food Service Equipment to Kamran & Company, Inc. in the amount of \$240,000.00. The low bid amount is \$33,653.00 over the estimate. The average of the 3 bids received is \$271,070.00. The low bid appears to be within the market rate for this scope of work.
3. Fire Alarm & Low Voltage Systems: Bid Protest submitted by Time & Alarm System. Protest to be reviewed by ProWest and the District.

See attached Executive Summary for Bid Release 4 dated 03-04-16.  
Should you have any questions regarding this recommendation, please feel free to contact me.

Sincerely,  
**ProWest Constructors**



Larry V. Bookout  
Executive Director of Preconstruction

Cc Randy Craig  
Jeff Rising

Encl: Executive Summary Bid Release 4, 03-04-16

**ProWest Constructors**  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
NEW MURRAY MIDDLE SCHOOL  
GSF: 68,950

**EXECUTIVE SUMMARY**  
**BID RELEASE NO. 04**  
3/4/2016

Print Date: March 4, 2016

BID PACKAGES			LOWEST RESPONSIBLE BIDDER	NUMBER OF BIDDERS	PROWEST VE DSA ESTIMATE 7-1-15	PRORATA @12.83%	TOTAL VE DSA ESTIMATE	LOW BID or PLUG	DELTA (under) over Estimate	COMMENTS / RECOMMENDATIONS
DIVISION 1 - GENERAL REQUIREMENTS										
Bid Form Allowance	Bid Package Number	Bid Package								
	PSA	Surveying & Layout			\$88,920	\$11,865	\$100,785	\$100,785	(\$0)	PLUG (By District)
\$25,000	01 11 10.01	General Facilities <b>(Rebid)</b>	Bravo Concrete Const. Services, Inc.	2	\$315,246	\$42,066	\$357,312	\$612,560	\$255,248	CONTRACT AWARDED
\$20,000	01 11 10.02	General Trades - Site & Finishes <b>(Rebid)</b>	Bravo Concrete Const. Services, Inc.	2	\$387,433	\$51,699	\$439,132	<b>\$821,000</b>	\$381,868	<b>Apparent Low Bid</b>
DIVISION 31 - EARTHWORK										
\$100,000	01 11 10.03	Soil Remediation, Earthwork & Site Demo.	Innovative Construction Solutions	6	\$2,304,143	\$307,463	\$2,611,606	\$1,553,700	(\$1,057,906)	CONTRACT AWARDED Includes Alternate No. 1
DIVISION 33 - UTILITIES										
\$35,000	01 11 10.04	Site Utilities	Kerns, Inc.	4	\$1,184,723	\$158,089	\$1,342,812	\$1,087,456	(\$255,356)	CONTRACT AWARDED
DIVISION 32 - EXTERIOR IMPROVEMENTS										
\$50,000	01 11 10.05	Site Concrete <b>(Rebid)</b>	Sturgeon Services International	5	\$1,254,254	\$167,367	\$1,421,621	\$1,282,040	(\$139,581)	CONTRACT AWARDED
\$20,000	01 11 10.06	Asphalt Paving, Striping & Signage <b>(Rebid)</b>	Griffith Company	9	\$720,323	\$96,119	\$816,442	\$777,848	(\$38,594)	CONTRACT AWARDED
DIVISION 13 - SPECIAL CONSTRUCTION										
	01 11 10.07	Modular Buildings - A1 / A2 <b>(Deleted)</b>								
	01 11 10.08	Modular Building - B <b>(Deleted)</b>								
	01 11 10.09	Modular Buildings - C / D1 / D2 <b>(Deleted)</b>								
	01 11 10.10	Modular Buildings - D3 / D4 / D5 <b>(Deleted)</b>								
DIVISIONS 26, 27, 28 - ELECTRICAL, COMMUNICATIONS & SAFETY										
\$75,000	01 11 10.11	Site Electrical	Performance Electric	5	\$1,875,285	\$250,237	\$2,125,522	\$1,148,808	(\$976,714)	CONTRACT AWARDED
DIVISION 5 - METALS										
	01 11 10.12	Steel & Metal Deck Walkway Covers <b>(Deleted)</b>								
		Premanufactured Walkway Covers - By District			\$363,599	\$48,518	\$412,117	\$412,117	(\$0)	PLUG (By District)
DIVISION 9 - FINISHES										
		Flooring - By District			\$106,442	\$14,204	\$120,646	\$120,646	\$0	PLUG (By District)
DIVISION 11 - EQUIPMENT										
\$10,000	01 11 10.13	Food Service Equipment <b>(New)</b>	Kamran & Company, Inc.	3	\$182,054	\$24,293	\$206,347	<b>\$240,000</b>	\$33,653	<b>Apparent Low Bid</b>
DIVISION 13 - SPECIAL CONSTRUCTION										
		Modular Buildings -Negotiated			\$14,839,813	\$1,980,215	\$16,820,028	\$16,820,028	\$0	PLUG (To be Negotiated)
DIVISION 23 - HVAC										
		HVAC Controls - By District			\$149,200	\$19,909	\$169,109	\$169,109	(\$0)	PLUG (By District)

ProWest Constructors  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
NEW MURRAY MIDDLE SCHOOL  
GSF: 68,950

EXECUTIVE SUMMARY  
BID RELEASE NO. 04  
3/4/2016

Print Date: March 4, 2016

BID PACKAGES			LOWEST RESPONSIBLE BIDDER	NUMBER OF BIDDERS	PROWEST VE DSA ESTIMATE 7-1-15	PRORATA @12.83%	TOTAL VE DSA ESTIMATE	LOW BID or PLUG	DELTA (under) over Estimate	COMMENTS / RECOMMENDATIONS
DIVISIONS 26, 27, 28 - ELECTRICAL, COMMUNICATIONS & SAFETY										
\$45,000	01 11 10.14	Low Voltage Cabling & Systems (New)	Digital Networks Group, Inc.	2	\$856,954	\$114,351	\$971,305	\$1,073,922	\$102,617	Protest submitted by Time & Alarm Systems. Under review by ProWest and the District.
DIVISION 32 - EXTERIOR IMPROVEMENTS										
\$20,000	01 11 10.15	Landscape & Irrigation (New)	Elite Landscaping	4	\$293,883	\$39,216	\$333,099	\$470,000	\$136,901	CONTRACT AWARDED
\$400,000		TOTALS		42	\$24,922,272	\$3,325,611	\$28,247,883	\$26,690,019	(\$1,557,864)	
Total Divisions 1 - 33					\$24,922,272	\$3,325,611	\$28,247,883	\$26,690,019	(\$1,557,864)	
					\$1,246,114		\$0	\$0	\$0	
					\$206,855		\$0	\$0	\$0	
					\$26,375,240		\$28,247,883	\$26,690,019	(\$1,557,864)	
					\$1,318,762		\$0	\$0	\$0	
					\$27,694,002		\$28,247,883	\$26,690,019	(\$1,557,864)	
					Prime Trade Contractor's Bond 2%	\$553,880	\$0	\$0	\$0	
TOTAL CONSTRUCTION:					\$28,247,883		\$28,247,883	\$26,690,019	(\$1,557,864)	
TOTAL BID FORM ALLOWANCE							\$400,000	Included		
							\$28,647,883	\$26,690,019	(\$1,957,864)	

## 10. CONSTRUCTION ADMINISTRATION

10.3 Ratification of Contract with ATEN Construction for Ancillary Fencing Material and Repair of Construction Fence at Murray Middle School Construction Site

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BACKGROUND INFORMATION: At the November 19, 2015 board meeting, authorization was given to contract with Our Valley Fence Company to provide fencing, including windscreen material, to surround the Murray Middle School construction site as part of the DoD/OEA School Facilities Construction Grant Project. Time was of the essence as the project schedule was and remains aggressive. The original contract for the fencing including installation was ~\$49,900.00. Once the work commenced, it was determined that additional funding for the windscreen material was required and the purchase order was adjusted by \$10,000.00 accordingly. Subsequently, the contractor had major logistical problems obtaining the windscreen material in a timely fashion. Additionally, during a major wind event, portions of the fence blew down. Because the fencing was critical and time sensitive to the project and the original contractor was unable to repair the fencing or provide the windscreen in a timely manner, another contractor, ATEN Construction, who was able to provide the windscreen, was engaged.

CURRENT CONSIDERATION: In consideration of the above, ratification of a contract with ATEN Construction in the amount of \$24,326.81 for the cost of repair to the fence and provision and installation of the windscreen material is necessary. This cost reflects a slight (\$778.99) savings over the cost of the fencing by the original contractor.

FINANCIAL IMPLICATIONS: While the cost of this item is \$24,326.81, because the expenditure for this item has already been approved by the board at the November 19, 2015 board meeting, there is no impact to the budget for the ratification of the contract and payment authorization. The district will use the funds originally identified which consist of Murray grant fund sources for 80% of the contract, as well as Fund 35 for the remaining 20% to support this contract.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board ratify the contract and approve the payment of \$24,326.81 to ATEN Construction for the fence repair and windscreen on the fencing at the Murray Middle School construction site in support of this project.



**RECEIVED**

3/3/16

**ATEN CONSTRUCTION  
29523 BRIGHT SPOT RD  
HIGHLAND, CA 92346  
LIC# 753114**

# PROPOSAL:

To; Sierra Sands School District  
113 Felspar Ave  
Ridgecrest, Ca.  
93555

Proposal # 066

2/20/16

As requested, we are pleased to provide proposal for the Wind screen and Fence repairs. The following outlines our scope of the work, as presented to us by Dave Hall, Mass Co.

**Scope:**

1. Provide labor and material for wind screen installation approximately 3750 Lin. Ft by 6' high. Wind screen will be installed to existing owners fence. Work will be done at Premium Saturday wages as requested. Work was completed on **\$13,425.00**
  2. Emergency repair fence that was blown over approx 3000 Lin. Ft. Provided 7 men Sunday rate of \$110.00 per hour . Total of 9 hours per man. 63 man hours X \$110.00. **\$6,930.00**  
Provide 135 3 ft. Long metal stakes for securing fence **\$5.25 ea.** **\$708.75**  
Provide 15 lbs of 3" wood screws. **\$40.00**  
Provide 2 rolls of heavy gauge tie wire. **\$50.00**
- Sub Total. \$21,153.75**
- Profit and Overhead 15%. \$3,173.06**
- Total cost: \$24,326.81**

**Thank you,**

**Tito Saldana, President**



VENDOR NO.

CONTRACT NO.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

CONTRACTOR SERVICE AGREEMENT

This Contractor Service Agreement ("Agreement") is between the SIERRA SANDS UNIFIED SCHOOL DISTRICT, a California public education agency ("District"), and the party whose legal name and status are described in the signature block below ("Contractor").

RECITALS

This Agreement is based on the following facts and understandings of the parties:

- A. The District had an urgent need to secure and repair previously installed construction fencing.
- B. The District had an urgent need to have wind screen installed for the construction fencing.
- C.
- D. This Agreement is intended to be the written agreement between the parties related to the services and/or products to be provided during the referenced term.

TERMS

Based upon the Recitals and the promises exchanged by the parties in this Agreement, the parties agree as follows:

- 1. Scope of Services. The nature and scope of services under this Agreement are set forth in Attachment A and are incorporated by reference into this Agreement.
- 2. Term. The initial term of this Agreement shall begin effective 2/29/2016 and end on 3/5/2016.
- 3. Price. Contractor shall provide all labor, equipment, materials, and supplies to furnish the services called for under this Agreement in exchange for payment in the amount of (**check one**):

☒ **\$24,326.81 (total flat fee)**      ☐ \$      *per hour*      ☐ *other:*

Contractor shall be paid for services satisfactorily rendered based upon invoices submitted no more frequently than monthly, detailing the dates and nature of the services provided.

☐ If this box is checked, District will also reimburse Contractor for the following related expenses, which Contractor shall certify to District and provide documentation if required:\_\_\_\_\_.

The total amount payable to Contractor under this Agreement shall not exceed \$\_\_\_\_\_.

- 4. Additional Provisions. The attached additional provisions are part of this Agreement and fully incorporated by reference.

CONTRACTOR

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Entity Name: ATEN Construction  
Entity Type:  
Authorized Signatory Name:  
Address:  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Signatory Name:  
Title:  
Address:  
Account Code:  
Date: \_\_\_\_\_

## ADDITIONAL PROVISIONS OF THIS AGREEMENT

5. Indemnification. Contractor agrees to defend, hold harmless, and indemnify District (and District's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) Contractor's breach of the terms of this Agreement, (B) the act or omission of Contractor, its employees, officers, agents, and assigns in connection with performance of this Agreement, and (C) the presence of Contractor, its officers, employees, agents, assigns, or invitees on District's premises.

In the event that any action or proceeding is brought against District by reason of any claim or demand discussed in this section, upon notice from District, Contractor shall defend the action or proceeding at Contractor's expense through counsel reasonably satisfactory to District. The obligation to indemnify set forth in this section shall include reasonable attorney fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

Contractor's obligations under this section shall apply regardless of whether District (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused solely by the active negligence or willful misconduct of District, its officers, employees, trustees, or agents.

6. Insurance Requirements. Contractor shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies issued by an insurance company rated not less than "A-;VII" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with combined single limits not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate; (2) commercial automobile liability for "any auto" with combined single limits not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each policy shall contain an endorsement naming District as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to District at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Contractor shall furnish District with a certificate of insurance containing the endorsements required under this section, and District shall have the right to inspect Contractor's original insurance policies upon request. Upon notification of receipt of a notice

of cancellation, change, or reduction in coverage, Contractor shall immediately file with District a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce Contractor's liability or obligations under the indemnification provisions of this Agreement.

7. Status of Parties. The parties agree that in performing the services specified in this Agreement, Contractor shall act as an independent contractor. Except as specified in this Agreement, Contractor shall determine the means and methods for carrying out the work to achieve the result required by District. Contractor shall be free to contract for similar services to be performed while under contract with District; provided that Contractor will not accept such engagements which interfere with performance under this Agreement. Contractor is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides for its employees.

Any employees or assistants retained by Contractor shall be the responsibility of Contractor and not of District. Contractor shall determine the hours during which the services shall be performed and the sequence of tasks, subject to the reasonable business needs of District.

8. Termination. One party may terminate this Agreement prior to its expiration as follows:

A. If a petition in bankruptcy is filed by or against the other party, or if the other party is adjudged insolvent by any court, or if a trustee or receiver or liquidator of any property of the other party is appointed in any suit or proceeding, or if the other party makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any cause whatsoever, or if anything similar happens to a party in any jurisdiction. Termination in such a case is effective as of the date of the filing of the petition, adjudication, appointment, assignment, or declaration, or commencement of liquidation.

B. If the other party fails to comply with the insurance or indemnification requirements of this Agreement.

C. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand. A material breach on the part of Contractor includes, but is not limited to, a failure to comply with any confidentiality provisions in this Agreement, as well as the unlawful harassment of any person on District's premises or otherwise in connection with this Agreement.

9. Miscellaneous Provisions.

A. Entire Agreement. This Agreement, including any exhibits or schedules to which it refers, constitutes the final, complete, and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of the agreement. It supersedes all prior and contemporaneous

understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

B. Amendment. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

C. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

D. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party. Any purported assignment without written consent shall be void.

E. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.

F. Severability. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

G. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any statute which directs application of the laws of another jurisdiction.

H. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses listed on the signature page, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified shall not defeat the effectiveness of notice actually received by the addressee.

I. Authority to Enter Into Agreement. Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the

transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement.

J. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Section 1090 and following and 87100 and following of the California Government Code relating to conflict of interest of public officers and employees. Contractor represents that it is aware of no financial or economic interest of any officer or employee of District relating to this Agreement. It is further understood that if such a financial interest does exist at the inception of this Agreement, District may immediately terminate this Agreement by giving written notice to Contractor. Contractor shall comply with the terms of Government Code Section 87100 and following during the term of this Agreement.

K. Compliance with Law. In the course of performing this Agreement, Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, and ordinances now in effect or subsequently enacted.

L. Nondiscrimination. Neither Contractor nor any officer, agent, employee, or subcontractor of Contractor shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Agreement based on gender or any other basis prohibited by applicable law.

M. Non-appropriation of Funds. District reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, District will be released from any further financial obligation to Contractor, except for services performed prior to the date of termination or any liability due to any default existing at the time of any such termination. Contractor will be given 30 days' written notice in the event that such an action is required by District.

N. Ownership of Documents. All reports, documents, and other items generated in the course of providing services to District shall be the property of District, and shall be provided to District upon full completion of services, termination of this Agreement, or as otherwise specified in the Agreement.

O. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

P. Licenses and Permits. Contractor represents that Contractor and Contractor's employees who will render services under this Agreement are fully qualified and competent to provide the services called for under the Agreement. Contractor shall secure and maintain in force any permits or licenses required to perform the services called for under this Agreement, at Contractor's expense unless specified otherwise in the Agreement.

## 10. CONSTRUCTION ADMINISTRATION

10.4 Approval to Enter into Amendment #6 to the Agreement with RBB Architects for the Burroughs High School Modernization Project

**BACKGROUND INFORMATION:** In response to a grant received from the Department of Defense (DOD) – Office of Economic Adjustment (OEA), the district is completing the design phase for the construction of the modernization of Burroughs High School. The district approved RBB Architects as the Architect of Record (AOR) for this project at the February 3, 2015 special board meeting. Since that time, RBB has been working in conjunction with the program manager and the construction manager to complete the appropriate design documents to the satisfaction of the Division of State Architect (DSA) in order to obtain successful bidding and construction of the project.

**CURRENT CONSIDERATION:** In accordance with the construction schedule which details the sequence of events for the entire Burroughs project, plans for the demolition of the existing auto shop, as well as the design and configuration of the new auto shop must commence immediately. It is important to note that in order to meet the project schedule, and enable the district to continue to offer appropriate curriculum and not negatively impact the students of Burroughs High School, work must commence by May 30, 2016. Given the lead time required to obtain DSA plan approval, it is imperative that RBB be authorized to commence work on this portion of the project immediately.

**FINANCIAL IMPLICATIONS:** Fees associated with the architectural and engineering efforts related to the Burroughs High School auto shop are estimated not to exceed \$42,115.00. The fee to complete the engineering design, the engineering quality control effort, and the DSA engineering plan check items and corrections is estimated not to exceed \$1,094.80. The district plans to use both DoD grant fund sources for 80% of the contract, as well as several other fund sources for the remaining 20% required to be provided by the district per the grant agreement.

**SUPERINTENDENT'S RECOMMENDATION:** It is the superintendent's recommendation that Amendment #6 to the agreement with RBB Architects for additional architectural/engineering services for the Burroughs High School auto shop as part of the modernization project be approved.



# AIA Document G802 - 2007 (Amended for Project)

## Amendment to the Professional Services Contract

Amendment Number: **016**  
Project Number: **1511200**  
Client Number:

TO: **Steve Hubbard**

(Client or Client's Representative)

In accordance with the Agreement dated:

**March 8, 2015**

**BETWEEN** the Client:

(Name and address)

**Sierra Sands Unified School District**  
**Attn: Ernest M. Bell, Superintendent**  
**133 Felspar**  
**Ridgecrest CA 93555**

**AND** the Architect:

(Name and address)

**RBB ARCHITECTS INC.**  
**10980 Wilshire Blvd.**  
**Los Angeles, CA 90024**

**FOR** the Project:

(Name and address)

**Burroughs High School Modernization Project**

**AUTHORIZATION** is requested:

- ☐ To Proceed with Additional Services
- ☐ To Bill per Previous Directions to Proceed
- ☐ To Proceed Time and Materials

**CLIENT #**

**RBB IB # 1511200**

**AS** Follows: **Autoshop T1 in building G**

**CHANGE TYPE** As Follows:

**1 - Owner Requested**

relocate the existing auto shop equipment to the Construction Technology Lab, room 'G3', of 'G' building. Add (N) 5" x 30' x 50' concrete slab for (3) existing electrical car lifts and a 25' x 50' x 14' ht. shade structure. Add (N) LED troffer lighting at the perimeter, power, compressed air, powered coil roll-up door 10' x 9' ht, add separation walls for locker rooms. New roof top fan units.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties)

**COMPENSATION:**

**\$42,115 - See Attached Breakdown**

Time:

**0** - Days

**SUBMITTED BY:**



(Signature)

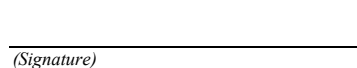
**Kevin S. Boots A.I.A., Sr. Vice President**

(Printed name and title)

**2/16/2016**

(Date)

**AGREED TO:**



(Signature)

**Christina Giraldo - Asst. Supt for Business**

(Printed name and title)

(Date)



# AIA Document G802 - 2007 (Breakdown)

**G802 # 016**

TASK	FEE	STAFF REQUIRED	RATE	ESTIMATED HOURS
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<b>Design Task</b>				
Coordinate Consultants	\$2,616	RBB - Principal	\$218.00	12
Coordinate Consultants	\$4,368	RBB - Senior Construction Administrator	\$182.00	24
Coordinate Consultants / drawing production	\$8,736	RBB - Project Manager	\$182.00	48
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
Process Consultants Deliverables / Billing(s)	\$225	RBB - Administrative Assistant	\$75.00	3
<b>Architectural Sub Total</b>	<b>\$15,945</b>			<b>87</b>
STRUCT - Principal in Charge	\$1,170		\$195.00	6
STRUCT - Project Manager	\$2,080		\$160.00	13
STRUCT - Project Engineer	\$3,250		\$130.00	25
STRUCT - CADD Operator	\$5,500		\$110.00	50
<b>STRUCT Sub Total</b>	<b>\$12,000</b>			<b>94</b>
MEP - Principal	\$1,260		\$210.00	6
MEP - Senior Associate	\$2,535		\$195.00	13
MEP - Project Manager	\$3,750		\$150.00	25
MEP - CAD	\$4,500		\$90.00	50
<b>MEP Sub Total</b>	<b>\$12,045</b>			<b>94</b>
Civil - Principal	\$295		\$295.00	1
Civil - Senior Project Manager	\$374		\$187.00	2
Civil - Project Engineer	\$624		\$156.00	4
Civil - CAD	\$832		\$104.00	8
<b>Civil Sub Total</b>	<b>\$2,125</b>			<b>15</b>
	\$0			0.0
<b>SubTotal</b>	<b>\$42,115</b>			
Added Reimbursables/Materials	\$0			
<b>Additional Service Total</b>	<b>\$42,115</b>			<b>290</b>

## 10. CONSTRUCTION ADMINISTRATION

10.5 Approval to Enter into Amendment #7 to the Agreement with RBB Architects for the Burroughs High School Modernization Project

BACKGROUND INFORMATION: In response to a grant received from the Department of Defense (DOD) – Office of Economic Adjustment (OEA), the district is completing the design phase for the construction of the modernization of Burroughs High School. The district approved RBB Architects as the Architect of Record (AOR) for this project at the February 3, 2015 special board meeting. As previously noted, since that time, RBB has been working in conjunction with the program manager and the construction manager to complete the appropriate design documents to the satisfaction of the Division of State Architect (DSA) in order to obtain successful bidding and construction of the project.

CURRENT CONSIDERATION: In accordance with the construction schedule which details the sequence of events for the entire Burroughs project, updated plans detailing the design of the Burroughs High School concession stand, must commence immediately. Given the lead time required to obtain DSA plan approval, it is imperative that RBB be authorized to commence work on this portion of the project immediately.

FINANCIAL IMPLICATIONS: Fees associated with the architectural and engineering efforts related to the Burroughs High School concession stand are estimated not to exceed \$13,970.00. The fee to complete the engineering design, the engineering quality control effort, and the DSA engineering plan check items and corrections is estimated not to exceed \$1,050.00. The district plans to use both DoD grant fund sources for 80% of the contract, as well as several other fund sources for the remaining 20% required to be provided by the district per the grant agreement.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that Amendment #7 to the agreement with RBB Architects for additional architectural/engineering services for the concession stand as part of the Burroughs High School modernization project be approved.



# AIA Document G802 - 2007 (Amended for Project)

## Amendment to the Professional Services Contract

Amendment Number: 015  
Project Number: 1511200  
Client Number:

TO: Steve Hubbard

(Client or Client's Representative)  
In accordance with the Agreement dated:

February 3, 2015

### BETWEEN the Client:

(Name and address)  
Sierra Sands Unified School District  
Attn: Ernest M. Bell, Superintendent  
133 Felspar  
Ridgecrest CA 93555

### AND the Architect:

(Name and address)  
RBB ARCHITECTS INC.  
10980 Wilshire Blvd.  
Los Angeles, CA 90024

### FOR the Project:

(Name and address)  
Burroughs High School Modernization Project

### AUTHORIZATION is requested:

- ☒ To Proceed with Additional Services  
☐ To Bill per Previous Directions to Proceed  
☐ To Proceed Time and Materials

CLIENT #

RBB IB # 1511200

AS Follows: Concessions stand revisions

### CHANGE TYPE As Follows:

1 - Owner Requested

1. Omitting 2 windows on the North Elevation
  2. Reducing the size of and adjusting the location of 2 windows on the East Elevation
  3. Relocating the door to the Concessions Room around the corner to the South Elevation
  4. Adding a C.M.U. wing wall adjacent to the Men's Room door.
- The following adjustments shall be made to compensation and time.  
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties)

### COMPENSATION:

\$13,970 - See Attached Breakdown

Time:

20 - Days

### SUBMITTED BY:

  
(Signature)

Kevin S. Boots A.I.A., Sr. Vice President  
(Printed name and title)

12/8/2015

(Date)

### AGREED TO:

  
(Signature)

Christina Giraldo - Asst. Supt for Busin  
(Printed name and title)

(Date)



# AIA Document G802 - 2007 (Breakdown)

G802 # 015

TASK	FEE	STAFF REQUIRED	RATE	ESTIMATED HOURS
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