

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT

BOARD OF EDUCATION

AGENDA STATEMENT

NO. 8a

AGENDA STATEMENT:

AS 14.14.060(f) calls for the Borough Assembly, through the Borough Manager, to provide for all major rehabilitation, all construction and major repair of school buildings, and AS 14.14.060(i) authorizes the Borough Assembly and the School Board to agree to alter the assignment of responsibilities under AS 14.14.060(e) and (f). This Memorandum of Agreement outlines the terms under which the Borough agrees to authorize the School District to manage all aspects of the projects, and designates the District as having primary responsibility.

Schoenbar Siding Construction (\$500,000)

In FY2023, \$80,000 was budgeted to repaint the Southeast Wall of Schoenbar School. In preparing to repaint the siding, District staff determined that the siding should be replaced due to significant water damage.

Valley Park Playground Replacement (\$500,000)

The wooden play structure at Valley Park is passed its useful life and should be replaced before it becomes a safety concern.

Final Boiler Replacement at the High School (\$250,000.00).

In 1993, during the remodel and construction of Ketchikan High School, three Series 94 boilers were installed. Boilers 1 and 2 are 15-Section boilers designed to heat the building. Boiler 3 is a 15-Section boiler and was originally designed to offset the heating demand of Mike Smithers Swimming pool. In 2019 and 2020 there were casting failures in boilers 1 and 2, which were repaired, but then casting failures in other sections occurred. In 2020, the Phase 1 plan to replace boiler 2 with two smaller more efficient Weil-McLain-Series 88 heating plants (replacement of boilers 2a and 2b) was implemented, and construction was completed in the winter of 2020/21. With a very successful proof of concept completed, Phase 2 (boilers 1a and 1) were expected to show an even better fuel savings, relegating boiler 3 to emergency standby status. However, in 2023, Boiler 2 experienced (4) cracked sections, and boiler 2b experienced (3) cracked sections. Between the two boilers, there are insufficient sections to swap modules and create a single operating boiler. Per the correspondence from design engineers RESPEC, the apparent flaw was a manufacturer's casting error: conditions did not indicate failure due to thermal shock, and the firing rates on both boilers were within the manufacturer's specifications. The warranty terms cover replacement of the units themselves while transportation of the replacement units and labor to install the replacement units are costs borne by the owner.

RESPEC was contracted by the Ketchikan Gateway Borough to investigate the replacement of Boiler #3 in the High School which is near the end of its service life. Boilers #1 and #2 were recently replaced in 2022 and 2024 with (4) smaller Weil McLain 88 boilers. Boiler #3 is older and is in very poor condition. The District has expressed the urge to replace the larger Boiler #3 with a smaller capacity available oil-fired boiler. The largest alternative cast iron sectional boiler would be designed to a Weil McLain 88 series, model 1088 (2,200 Net MBH). The boiler will allow a boiler redundancy of "N+2" for the entirety of the year. Three boilers will fully support the buildings heating requirements in the event of a single boiler failure. The new cast-iron sectional boiler will be sized for the evening load of the building with all air handling units disabled.

Approval for Redirection of Funds:

District staff is seeking the redirection of \$75,000.00 dedicated for the completion of drainage improvements behind Schoenbar Middle School. Because the water intrusion issues affecting the Schoenbar gymnasium floor were largely remediated during its replacement last year, it is recommended by the District to move the drainage project to a future date. This would allow for budgeted funds to be used to replace the failing A/C unit in the District's main IT server room. The replacement A/C Unit is expected to cost just under \$50,000. Any excess funds remaining would be used as a contingency to fund any potential project cost over runs as a result of installation of the final boiler replacement at the High School.

ATTACHMENTS:

MOA with Ketchikan Gateway Borough

**MEMORANDUM OF AGREEMENT REGARDING MANAGEMENT AND
FUNDING FOR REPLACEMENT OF THE SCHOENBAR PARTIAL SIDING
REPLACEMENT, VALLEY PARK PLAYGROUND REPLACEMENT AND
REPLACEMENT OF BOILER NO. 3 AT THE HIGH SCHOOL**

This Agreement is made by and between the Ketchikan Gateway Borough (Borough) and the Ketchikan Gateway Borough School District (School District).

RECITALS

- A. WHEREAS**, the cement board siding was installed at Schoenbar Middle School in 2005; and
- A. WHEREAS**, within 10-years of the installation it became apparent that the product was not holding up in our inclement weather; and
- B. WHEREAS**, now, nearly 20 years later, the siding has surpassed it's useful life and must be replaced; and
- C. WHEREAS**, \$500,000 is included in the FY 2025 School Bond CIP fund to replace the three Southeast facing side walls of the school; and
- D. WHEREAS**, the wooden play structure at Valley Park was installed in the 80's and has surpassed its useful life and is a safety hazard; and
- E. WHEREAS**, \$500,000 is included in the FY 2025 School Bond CIP fund to replace the structure and install a new play structure and soft-fall surface; and
- F. WHEREAS**, over the past 5-years the District has worked to replace two of the three large boilers installed at the High School in 1993; and
- G. WHEREAS**, \$250,000 is included in the FY 2025 School Bond CIP fund to replace the third and final boiler at the High School; and
- H. WHEREAS**, AS 14.11.135(1) defines a school construction project to include "major rehabilitation of an existing school;" thus, the partial siding replacement at Schoenbar Middle School, replacement of the play structure at Valley Park, and replacement of boiler no. 3 at the High School each constitute a school construction project for purposes of Title 14 of the Alaska Statutes; and

- I. **WHEREAS**, AS 14.14.060(f) calls for the Borough Assembly, through the Borough Manager, to provide for all major rehabilitation, all construction and major repair of school buildings; and
- J. **WHEREAS**, AS 14.14.060(i) authorizes the Borough Assembly and the School Board to agree to alter the assignment of responsibilities under AS 14.14.060(e) and (f).

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. PURPOSE:

This Memorandum of Agreement outlines the terms under which the Borough agrees to authorize the School District to manage all aspects of the partial siding replacement at Schoenbar Middle School, replacement of the play structure at Valley Park, and replacement of boiler no. 3 at the High School, for which the School District is designated as having primary responsibility.

The proposed agreement between the Borough and the School District describes the scope of the project as follows:

Work will consist of:

- 1. A partial replacement of the three Southeast facing exterior walls at Schoenbar Middle School; and
- 2. Replacement of the 40-year-old play structure at Valley Park with a new play structure and soft-fall surface; and
- 3. Full replacement of the 30-year-old Weil-McLain Boiler at the High School with a new Weil-McLain boiler.

SECTION 2. AGREEMENT EFFECTIVE DATE:

This Agreement shall be effective upon the execution of this Agreement by the Manager of the Borough and the Superintendent of the School District.

SECTION 3. AGREEMENT TERMINATION DATE:

This Agreement shall be terminated upon completion of the project.

SECTION 4. LIMITATIONS ON SCOPE:

The parties recognize that the Borough has the authority and duty to provide for all major rehabilitation, construction, and major repair of school buildings, but that the Borough Assembly and the Borough School Board may reallocate the duties imposed under AS 14.14.060(f) and Section 2.35.080(a) of the Borough Code by this Agreement. The parties agree that the project is a major rehabilitation, construction or major repair project.

Further, the parties desire that such delegation of authority and duty be given to the School District for the project listed above. This delegation is strictly limited to the project listed, and that the division of the responsibility and authority for all other major rehabilitation, construction and major repair projects will remain as provided in AS 14.14.060 and KGB Code 2.35.070 – 2.35.080.

SECTION 5. RESPONSIBILITIES OF THE DISTRICT:

The School District shall:

- a) Establish design criteria for the project for which the School District has primary authority under this agreement;
- b) Engage design professionals as necessary;
- c) Supervise the design of the project;
- d) Consult with the Borough when selecting the methodology to accomplish the project;
- e) Engage construction contractors as necessary;
- f) Supervise the construction of the project;
- g) Provide for administration of monies that fund the projects;
- h) Comply with the terms of all laws governing the expenditure of funds including, but not limited to, the provisions in Titles 14 and 36 of the Alaska Statute;
- i) Obtain approval from the Borough for all change orders require for the project;
- j) Provide the Borough with a copy of all design and procurement records relating to the projects listed in this Agreement.

SECTION 6. TERMINATION:

This agreement may be terminated by either party for any reason, prior to its expiration date on ninety days written notice to the other party provided to the following:

Ketchikan Gateway Borough
Ruben Duran
Borough Manager
1900 First Avenue, Suite 210
Ketchikan, Alaska 99901

Ketchikan Gateway Borough
School District
Michael Robbins, Superintendent
333 Schoenbar Road
Ketchikan, Alaska 99901

SECTION 7. SUPERSEDING EFFECT

To the extent that this Agreement conflicts with prior agreements between the School District and the Borough, this agreement supersedes those other agreements and the provisions of this Agreement shall apply to the conflicting terms.

SECTION 8. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Borough and the School District as to the matters stated herein. It supersedes all prior oral and written understandings and agreements as to such matters. It may be amended, supplemented, modified or canceled only by a duly executed written instrument. It shall bind the Borough and the School District, its successors, executors, administrators, assigns and legal representatives.

DATED the day and year last written below.

Date: _____

Ketchikan Gateway Borough

By: _____
Ruben Duran
Manager

Attest

By: _____
Kacie Paxton
Borough Clerk

Certified Funds Available

By: _____
Charlanne Thomas
Finance Director

Approved as to Form

By: _____
Glenn Brown
Borough Attorney

Ketchikan Gateway
Borough School District

Date: _____

By: _____
Michael Robbins
Superintendent