

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT AGENDA
STATEMENT

No. 8 b.

MEETING OF April 26, 2023

Item Title:

CONSENT CALENDAR:

Motion to approve the MOA with Ketchikan Gateway Borough to Make Improvements at Ketchikan High School, Schoenbar Middle School and Houghtaling Elementary School.

REVIEWED BY:

Superintendent
 Finance
 Maintenance

SUBMITTED BY Michael Robbins, Superintendent

-

CONTACT: Al Jacobson 907 225 2416
Name Phone

CONSENT CALENDAR (*Matters listed under the "Consent Calendar" are routine and will be enacted by one motion and one vote. The appropriate motion is to: "I move to approve the Consent Calendar." There will be no separate discussion of the items under the Consent Calendar. If a Board member requests discussion, that item will be removed from the Consent Calendar and will be considered under "Unfinished Business."*)

SUMMARY STATEMENT: The Memorandum of Agreement delineates responsibilities between the Borough and the District for the identified projects herein. Per AS 14.14.060(f); the Borough Assembly, through the Borough Manager, provides 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). The Assembly appropriated funds to complete projects 1 - 4 in the FY2023 Annual Borough Budget out of the School Bond CIP Fund. Project 5 will be paid for with the remaining 2013 School Facilities Bond.

The following projects are covered under this Memorandum of Agreement:

1. Schoenbar Security Upgrades (\$184,000)

As part of the ongoing District-wide security upgrades, \$184,000 in cameras and associated equipment was identified in order to complete the Schoenbar Middle School portion of the upgrades.

2. High School Boiler Replacement (\$355,000)

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) will show an even better fuel savings, relegating Boiler 3 to emergency standby status. Confidence is high that this will give Kayhi 30 plus years of service life to its new heat generation system.

Schmolck Mechanical, Inc. was awarded a contract in February totaling \$354,235 for replacement of Boiler 3. The boiler has an approximate lead time of 6-8 months. Installation is expected to occur this fall.

3. Schoenbar Gym Floor Replacement (\$288,600)

This project would achieve a complete rehabilitation of the floor and substructure, repair bubbling and buckling of the floor caused by water intrusion and reroute drainage away from the facility. The bubbling and buckling is a safety hazard as it rises and falls with seasonal precipitation and weather changes, causing an uneven surface for sports, PE, and other activities. The bubbling has worsened for the better part of a decade, becoming more frequent and more pronounced, and is at times so severe as to require the section to be roped off and unavailable for use. This disallows competitive sports and some instructional programming. All efforts to vent, reroute water flow, and resurface the floor to prevent bubbling have been unsuccessful.

An Invitation for Bids closed on March 9. One bid was received by Alaska Industries, Inc. in the amount of \$288,600. No appeals were received. Staff budgeted \$400,000 for this project, bringing it \$111,400 under budget.

4. Houghtaling Water Main Replacement (\$114,357)

In January 2021, a break in the six-inch water main occurred in front of the main stairs at the school. The old original cast pipe laterally sheared at roughly six feet below grade level. A successful temporary band clamp repair was made and the excavation was back-filled. Because the route of the old main runs under the new main stairs, rerouting a new HDME was recommended. The new HDME main pipe will route from the street utility valve and end at the building's sprinkler riser with steel pipe. This project will include the ordering and staging of materials, excavation of the old pipe, pipe-fitting work, bedding and back-filling, and repair of the roadway and sidewalks. The work will take place in the summer of 2023 to take advantage of the unoccupied building.

District Staff issued a Notice of Intent to Award to Ketchikan Mechanical Inc. on March 27 to complete the project. Upon the April 6 appeal date, no appeals were received.

5. Ketchikan High School Auditorium Sound Replacement (not to exceed \$475,568)

Staff received approval from the Department of Education to redirect the remaining 2013 General Obligation bond funds to fund the High School Auditorium Sound System Upgrades project and executed an agreement in May 2022 with a budget of \$402,069. This will leave a \$73,499 contingency for the project.

Work under this contract will upgrade/replace the audio/video systems in the Ketchikan High School auditorium and shall include reviewing existing conditions; and providing material and equipment submittals, including all electrical drawings.

Purchasing, acquiring, shipping, delivery, and staging all identified components, labor, tools, materials, and other appurtenances thereto necessary to install a professional sound system.

ISSUE:

The MOA was approved by the Borough Assembly at its meeting of April 17, 2023 and is now being presented to the School Board for approval.

ATTACHMENTS:

- MOA between KGB and KGBSD to Make Improvements at Ketchikan High School, Schoenbar Middle School and Houghtaling Elementary School.

RECOMMENDATION:

To approve the MOA with KGB to Make Improvements at Ketchikan High School, Schoenbar Middle School and Houghtaling Elementary School.

RECOMMENDED ACTION (Only if not approved as part of the Consent Calendar):

"I move that the Board of Education approve the Memorandum of Agreement with Ketchikan Gateway Borough to Make Improvements at Ketchikan High School, Schoenbar Middle School and Houghtaling Elementary."

**MEMORANDUM OF AGREEMENT REGARDING MANAGEMENT AND
FUNDING FOR VARIOUS SCHOOL FACILITY PROJECTS**

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

RECITALS

- A. WHEREAS**, upgrades to the security at the Schoenbar Middle School is identified as part of the districtwide security upgrades project; and
- B. WHEREAS**, Boiler #3 at the Ketchikan High School is past its useful life and needs to be replaced; and
- C. WHEREAS**, the Schoenbar Middle School gym floor has been experiencing bubbling and warping and needs to be replaced; and
- D. WHEREAS**, the Houghtaling watermain experienced a major break in 2021 and needs to be replaced; and
- E. WHEREAS**, the High School Auditorium sound system is past its useful life and needs to be replaced; and
- F. WHEREAS**, The School District and Borough find the projects to be of benefit to the residents of the Borough; and
- G. WHEREAS**, AS 14.11.135(1) defines a school construction project to include. "major rehabilitation of an existing school;" thus, the project constitutes a school construction project for purposes of Title 14 of the Alaska Statutes; and
- H. 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
- I. 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 four projects 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:

Schoenbar Security Upgrades (\$184,000)

As part of the ongoing Districtwide security upgrades, \$184,000 in cameras and associated equipment was identified in order to complete the Schoenbar Middle School portion of the upgrades.

High School Boiler Replacement (\$355,000)

In 1993, during the remodel and construction of Ketchikan High School, three series 94 boilers were installed. With Boilers 1 and 2 being 15 section boilers designed to heat the building. Boiler 3 is a 15-section boiler that was originally designed to offset the heating demand of Mike Smithers Swimming pool. In 2019 and 2020 we experienced casting failures in Boilers 1 and 2. Successful repairs were made only to have casting failures in other sections occur. A phase 1 plan to replace Boiler 2 with 2 smaller more efficient Weil-Mclain series 88 heating plants (replacement of boilers 2a and 2b) was realized in 2020, and construction was completed in the winter of 2020/21. With a very successful proof of concept completed, Phase 2 (boilers 1 a and 1 b) will show an even better fuel savings, relegating boiler 3 to emergency standby status. Confidence is high this will give Kayhi 30 plus years of service life to its new heat generation system.

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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 projects.

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) 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