
Mendocino Unified School District



Agenda

SPECIAL BOARD MEETING

JULY 31, 2023

**MENDOCINO K-8 MULTI-PURPOSE ROOM
44261 Little Lake Road
Mendocino, CA 95460**

**9:00 A.M. OPEN SESSION – IN PERSON at MENDOCINO K8 School
& VIA TELECONFERENCE**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88065942692?pwd=Y0tkQ2xPUXF1QW1hQ2t4eFJsSXVCZz09>

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Board Priorities

- *Develop and expand community partnerships and communication*
- *Increase learning and achievement for all students, families, and staff*
- *Plan wisely for the future while maintaining fiscal integrity*
- *Maintain and improve the physical plant*

Any writings distributed either as part of the Board packet, or within 72 hours of a meeting, can be viewed at the District Office: 44141 Little Lake Road, Mendocino, CA 95460. Board backup materials are also located on the MUSD website at <https://www.mendocinoused.org/District/3015-Untitled.html>

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MENDOCINO UNIFIED SCHOOL DISTRICT IS PROUD TO BE AN EQUAL OPPORTUNITY EMPLOYER

1. 9:00 A.M. OPEN MEETING, CALL TO ORDER AND ROLL CALL

1.1. Call to order and roll call

1.2. Approval of agenda

Items to be removed from the agenda or changes to the agenda should be done at this time.

2. TIMED ITEM 9:00 A.M. - PARENT/COMMUNITY COMMENT

Items not on the agenda, but within the jurisdiction of this body, may be addressed at this time or be submitted to the Superintendent in writing for Board consideration as an agenda item. A three-minute limit is set for each speaker on all items. The total time for public input on each item is limited to 20 minutes (Government Code 54952). The Brown Act does not permit the Board to take action on any item that is not on the agenda. In addition, in order to protect the rights of all involved, complaints about employees should be addressed through the District complaint process. Speaking about a personnel issue at a Board meeting may prevent the Board from being able to act on it. Please see an administrator to initiate the complaint process. The Board may briefly respond to public comments by asking questions to clarify the speaker's comments and refer the speaker to the Superintendent for further clarification. We thank you for your comments and participation at this meeting.

3. INFORMATION/DISCUSSION

3.1. Guaranteed Maximum Price (GMP) Phase II

The Board will discuss and take action on the GMP for phase II of the Mendocino High School Modernization Project (action)

4. ADJOURNMENT

The next regular Board meeting is scheduled for **August 24, 2023 at the Mendocino K8 School.**

Mendocino High School Phase 2 Gym & Tech Building Modernization (Mendocino, CA)

GMP SUMMARY OF COSTS

Bid Package #	DESCRIPTION OF SCOPE	CONTRACTOR / SUBCONTRACTOR	Base Bid	ALTERNATE: Paint exterior of Gym	ALTERNATE: Paint exterior of Tech Bldg	ALTERNATE: Replace Tech Building Roof	TOTAL
	General Conditions & Supervision	Lathrop Construction	\$ 556,200.00				\$ 556,200
Bid Package 1	HVAC (Remaining scope excluding procurement)	Div 15 Tech	\$ 770,000.00				\$ 770,000
Bid Package 2	Electrical and Low Voltage (Remaining scope excluding procurement)	O'Rourke Electric	\$ 1,123,618.00				\$ 1,123,618
Bid Package 3	Minor Demolition for Remodeling	Cal, Inc.	\$ 249,684.00				\$ 249,684
Bid Package 4	Earthwork, Asphalt Paving & Utilities	Consolidated Engineering, Inc.	\$ 350,000.00				\$ 350,000
Bid Package 5	Concrete & Concrete Reinforcing	Berkeley Cement, Inc.	\$ 334,616.00				\$ 334,616
Bid Package 6	Structural Steel & Metal Fabrications	Metaset, Inc.	\$ 62,600.00				\$ 62,600
Bid Package 7	Wood Casework, Wood Paneling, & Countertops	Architectural Wood Design	\$ 88,120.00				\$ 88,120
Bid Package 8	Rough Carpentry & Fiber Cement Siding	CT Builders LLC	\$ 306,425.00				\$ 306,425
Bid Package 9	Roofing & Roof Insulation	Alcal Specialty Contracting	\$ 260,700.00			\$ 53,710	\$ 314,410
Bid Package 10	Insulation	West Coast Insulation	\$ 9,900.00				\$ 9,900
Bid Package 11	Coiling Counter Doors	Alcal Specialty Contractors	\$ 10,435.00				\$ 10,435
Bid Package 12	Aluminum Storefronts, Glazing & Mirrors	Redhawk Glass	\$ 72,105.00				\$ 72,105
Bid Package 13	Gypsum Board Assemblies	Northern Pacific Drywall	\$ 202,744.00				\$ 202,744
Bid Package 14	Acoustical Ceilings & Panels	Stockham Construction	\$ 186,974.00				\$ 186,974
Bid Package 15	Resilient Flooring, Resilient Athletic Flooring & Tile Carpeting	All County Flooring	\$ 85,095.00				\$ 85,095
Bid Package 16	Fluid Applied Flooring	Elite Waterproofing & Epoxy Flooring	\$ 28,500.00				\$ 28,500
Bid Package 17	Painting & High Performance Coatings	KBI Painting	\$ 79,395.00	\$ 47,305	\$ 16,830		\$ 143,530
Bid Package 19	Toilet Compartments & Accessories	American Sheet Metal	\$ 20,378.00				\$ 20,378
Bid Package 20	Metal Lockers	American Sheet Metal	\$ 12,587.00				\$ 12,587
Bid Package 21	Food Service Equipment	Myers Food Service Equipment	\$ 203,162.00				\$ 203,162
Bid Package 22	Plumbing	American Plumbing Systems, Inc.	\$ 583,974.00				\$ 583,974
Bid Package 2	Revisions to Electrical Scope Following Early Bid Period	O'Rourke Electric	\$ 11,430.00				\$ 11,430
Bid Package 4	May 4th Updated Grading, SD, SS, and Water Revisions to BP #4	Consolidated Engineering, Inc.	\$ 91,000.00				\$ 91,000
Bid Package 5	May 4th Updated Concrete Mow Band, Flatwork and Vertical Curbs to BP #5	Berkeley Cement, Inc.	\$ 28,975.00				\$ 28,975
	Surveying for Utilities, Building and Sitework	Brelje & Race	\$ 20,000				\$ 20,000
	Furnish only Doors, Frames, Hardware (Install in LCA Misc.)	Norcal Doors & Cabinets	\$ 238,500				\$ 238,500
	Chain Link Gates at Mechanical Enclosures	Ahlborn Fence & Steel, Inc.	\$ 26,507				\$ 26,507
	Installation of New Railings	Metaset, Inc.	\$ 16,700				\$ 16,700
	Striping & ADA Signage	Striping Graphics	\$ 12,900				\$ 12,900
	Signage (Installed)	A Good Sign	\$ 12,500				\$ 12,500
	1-month Partial Supervision for Installation & Testing of Generator	Lathrop Construction	\$ 28,450				\$ 28,450
	SWPPP / Erosion Control Work	Lathrop Construction	\$ 40,614				\$ 40,614
	Final Clean	Lathrop Construction	\$ 20,525				\$ 20,525
	BP Exclusions at Building / LCA Misc. Work	Lathrop Construction	\$ 317,116				\$ 317,116
	BP Exclusions at Site / LCA Misc. Work	Lathrop Construction	\$ 49,263				\$ 49,263
	SUBTOTAL		\$ 6,511,692	\$ 47,305	\$ 16,830	\$ 53,710	\$ 6,629,537
	LCA Fee (4.45%) (w/out Allow. & Contingency)		\$ 289,770	\$ 2,105	\$ 749	\$ 2,390	\$ 295,014
	Liability & Builders Risk Insurance		\$ 125,708	\$ 774	\$ 295	\$ 995	\$ 127,771
	Bond		\$ 80,117	\$ 573	\$ 218	\$ 737	\$ 81,645
	SUBTOTAL		\$ 7,007,288	\$ 50,757	\$ 18,092	\$ 57,832	\$ 7,133,968
	Owner Allowances						\$ -
	Prep, refinish, and repaint exterior railings and bracing under stairs		\$ 25,000				\$ 25,000
	Replace exterior siding, plaster trim, plaster, etc. at Gym & Tech Exteriors		\$ 50,000				\$ 50,000
	Lath & plaster at Gym roof mechanical wells		\$ 25,000				\$ 25,000
	Weather Barrier per Section 07 2500 at Tech exterior siding patch and 3 mechanical enclosures		\$ 20,000				\$ 20,000
	Patch and repair of Existing Tile in Gym Restrooms		\$ 7,500				\$ 7,500
	Unforeseen Dry Rot Repairs		\$ 50,000				\$ 50,000
	At Gym Refurbish Two Skylights over New Weight Room & add Four Translucent Ceiling Panels		\$ 15,000				\$ 15,000
	Contingency 10%		\$ 700,729	\$ 5,076	\$ 1,809	\$ 5,783	\$ 713,397
	SUBTOTAL		\$ 7,900,516	\$ 55,832	\$ 19,901	\$ 63,616	\$ 8,039,865
	Early Procurement Award (BP #01 & BP #02)		\$ 1,336,814	N/A	N/A	N/A	\$ 1,336,814
	GMP TOTAL		\$ 9,237,330	\$ 55,832	\$ 19,901	\$ 63,616	\$ 9,376,679

ALTERNATE: Paint exterior of Gym	ALTERNATE: Paint exterior of Tech Bldg	ALTERNATE: Replace Tech Building Roof
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Exclusions / Clarifications:

- Removal of existing temporary portables and ramps in parking lot
- Power and water usage fees
- Importing of construction water (i.e. trucking in water for use during construction).
- Testing lab costs for Aluminum Window/Storefront water tests
- Concrete Floor Moisture Content & pH Testing per Spec. Section 09 0512
- Site security guard
- Tape vapor barrier seams and joints at wall insulation
- Removal of hazardous materials
- Builder's Risk Earthquake Coverage (removed in original RFP)
- Furnishing of OFCI Short-Throw Projectors 19/A-A2.1.1 (installation is included in Lathrop's scope)
- Furnishing of OFCI Display Monitors 20/A-A2.1.1 (installation is included in Lathrop's scope)
- Furnish & install of OFOI Drying Rack 37/A-B2.1
- Landscape and planting, none shown
- Section 07 2633 Water Vapor Emission Control for flooring (except at Fluid Applied Epoxy Flooring)
- Exterior scaffolding at Gym or Tech Building
- Hazardous liquid removal at existing grease interceptor PD-A2.0 (clean demo costs are included)
- Hazardous liquid removal at existing generator / fuel tank 24/A-B2.0 (clean demo costs are included)
- Hazardous liquid removal at existing fuel tank D/C1 (clean demo costs are included)
- SWPPP Permits & Fees (SWPPP implementation and monitoring is included)
- Encroachment permit fees per 31 1000 Site Preparation
- Window shades.
- Final clean does not include cleaning of interior or exterior of the exterior Gymnasium Building Windows
- Kynar finish at new railings - For example: Note 3/A-1.2
- Removal of existing drywall (down to studs) in locations where it is not specifically called out to be done (Demolition Plan General Note #8 on Sheets A-A2.1.0, A-A2.2.0, A-B2.0 and sim. EXCLUDED)
- STC doors - included as Masonite STC-44 wood doors not covered as STC-46 Overly doors
- Butt Hinges have been included as Stanley Hinges which carry a lifetime warranty
- New lath and plaster and repairs to existing lath and plaster, see Allowance
- New Seals & Gaskets at Existing Skylights on Gym - Note 9/A-A4.1 - see Allowance.
- All repair and replacement of existing stair bracing Note 7/A-A5.1 - see Allowance.
- All prep and paint of existing railings Note 21/A-A2.1.1 - see Allowance.

M.U.S.D. PHASE TWO PROJECT

Schematic Design w/ GMP 7/30/23

	Available	Elgible
Series A Bond (less issuance cost)	-	
Series B Bond	11,645,421	
Developer Fees	200,000	
State Bonds		
	11,845,421	-

Description	Revised Budget	Expended To Date	Remaining Balance	Forecast	Surplus (Shortfall)
Gymnasium & Tech Ctr. Construction	8,344,102	-	8,344,102	8,344,102	-
Allowances (all categories)	192,500			192,500	
Alternate 1 - Exterior Windows Gym	702,126			-	
Alternate 2 - Paint Exterior Gym	55,832			55,832	
Alternate 3 - Paint Exterior Tech Building	19,901			19,901	
Alternate 4 - Exterior Tech Building Reroof	108,241			108,241	
Industrial Arts Modernization Construction	-	-	-	-	
Community School Construction	297,723	-	297,723	297,723	
Construction Contingency (Gym & Tech)	697,428		697,428	697,428	-
PG&E Electric	-	-	-	-	-
Education and Telecommunications Technology	-	-	-	-	-
Fixtures and Furniture	-	-	-	-	-
California Dept of Education	-	-	-	-	-
C.D.E. Funding Consultant	-	-	-	-	-
DSA Permit Fees (ph 2 fees added)	70,000	64,300	5,700	70,000	-
County of Mendocino Fees	-	-	-	-	-
Facility Master Plan (QKA)		-	-		-
A / E Basic Services Gym & tech (QKA)	955,527	829,023	126,504	955,527	-
A / E Basic Services Industrial Arts (QKA) (schematic design only)	36,105				
A / E Basic Services Community School (QKA) (schematic design only)	47,104				
A / E Add Fire Sprinkler Engineer (QKA)		-	-	-	-

M.U.S.D. PHASE TWO PROJECT

Schematic Design w/ GMP 7/30/23

	Available	Elgible
Series A Bond (less issuance cost)	-	
Series B Bond	11,645,421	
Developer Fees	200,000	
State Bonds		
	11,845,421	-

Description	Revised Budget	Expended To Date	Remaining Balance	Forecast	Surplus (Shortfall)
A / E Add Kitchen Consultant (QKA)	7,050	-	7,050	7,050	-
A / E Add Landscape Architect (QKA)		-	-		-
A / E Add Civil Engineer (QKA)	21,450	19,470	1,980	21,450	-
A / E Add Energy consultant (QKA)	8,700	8,700	-	8,700	-
A / E Elevator Consultant (QKA)	17,600	-	17,600	17,600	-
A / E reimbursables, Blueprinting (QKA)		3,472	(3,472)	3,472	(3,472)
Energy Consultant (Sage)		-	-		-
Project/Construction Management (A Arc)	120,000	56,800	63,200	120,000	-
C M reimbursement (A Arc)	20,000	16		20,000	-
Construction Inspector of Record (to be determined)	200,000	-	200,000	200,000	-
Materials Testing and Inspection (Laco)	90,000	-	90,000	90,000	-
Geotechnical investigation (Brunsing)		-	-	-	-
CEQA Environmental Consultant (Rincon)	70,000	-	70,000	70,000	-
Haz. Mat. Abatement (with construction)		-	-	-	-
Haz. Mat. Oversight		-	-		-
Containers and Debris Boxes			-		-
Misc. legal notices etc.		510	(510)	510	(510)
Project Reserve	-			-	-
	12,081,389	982,290	9,917,306	11,300,035	(3,981)

** Alternates include 10 % contingency*

Projected Balance of funds on hand 545,386

Addendum 4 to Lease-Leaseback Agreement

Mendocino Unified School District (“Owner”) and Lathrop Construction Associates Inc.(“Contractor”) entered into a Lease-Leaseback Agreement, dated February 18, 2021, for certain tenant improvements to the Mendocino High School campus, located at 10700 Ford Street, Mendocino, CA.

By this Addendum, Owner and Contractor mutually agree to modify the terms of the Lease-Leaseback Agreement as follows:

- Article III: Time for Completion and Liquidated Damages – The time for completion of the Project, excepting Generator installation shall be Two Hundred and ten (210) calendar days from the date established in the Owner’s Notice to Proceed. The time for completion of the Emergency Generator shall be thirty (30) calendar days from delivery of Emergency Generator and anticipated to be as much as 360 days from notice to proceed.

- Exhibit B.1: Schedule of Payments for Phase 2 Scope of Work, attached hereto, shall be incorporated into and become a part of the Lease-Leaseback Agreement.

In all other respects, the provisions of the Lease-Leaseback Agreement not amended, not deleted, or not otherwise mentioned herein remain in full force and effect during the term of the Lease-Leaseback Agreement, unless otherwise amended in writing signed by both parties.

IN WITNESS WHEREOF, the Owner and Contractor have executed this Addendum as of _____, 2023.

Mendocino Unified School District

Lathrop Construction Associates, Inc.

Title:

Title:

Exhibit B.1

PHASE TWO SCHEDULE OF LEASE PAYMENTS

MENDOCINO HIGH SCHOOL PHASE ONE PROJECT SCHEDULE OF LEASE PAYMENTS

The District shall make payments to Contractor for the Mendocino High School Phase Two Project portion of the Project totaling the amount of no more than: \$9,376,679.00 (\$8,039,865.⁰⁰ plus \$1,333,814.⁰⁰ early procurement previously approval) (“Total Base Rent”).

Included in the above is a District-controlled contingency of \$905,897.⁰⁰ which has been approved by the District for unforeseen conditions, scope gaps between the subcontractor Trade Packages, design oversights, owner-added work and jurisdictional requests. Contractor shall use the Modifications of Contract process provided in the General Conditions to request contingency payments.

The Total Base Rent for all construction costs for Phase Two of the Project is based on the plans, specifications, drawings, and design packages prepared by Quattrocchi Kwok Architects, DSA Approval dated July 28, 2023 (DSA Application 01-120654).

Upon approval of the Total Base Rent, ninety-five percent (95%) of the Total Base Rent shall be paid on the level of completion as shown in the monthly Applications for Payment. Commencing on the month immediately following Final Completion of the construction work, as defined in the General Conditions, the monthly rental payments shall equally divide the remaining amount of the Total Base Rent across a total of Thirteen (13) months plus 3.35% annual interest. Payments will be made to Contractor contingent upon timely receipt of all documents required as a condition precedent to payment of monthly lease amounts.

The District shall have the option to purchase not less than all of Phase Two of the Project in its “as-is, where-is” condition and terminate the Facilities Lease and Site Lease by paying the balance of the Total Base Rent, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised (“Option Price”). Said payment shall be made on or before the date on which the District’s lease payment would otherwise be due for that month (“Option Date”).

The District shall provide to Contractor a written notice no less than ten (10) days prior to the Option Date. The notice will include that the District is exercising its option to purchase the Mendocino High School Phase One Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Contractor the Option Price on or prior to the Option Date and Contractor shall at that time deliver to the District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate the Facilities Lease and the Site Lease.

Under no circumstances can the first Option Date be on or before ninety (90) days after Final Completion of the construction work, as defined in the General Conditions.

During the post-construction time period, the District shall have exclusive occupancy of the Premises. However, the Contractor is entitled to reasonable access to the Premises to resolve warranty and repair issues. The District’s insurance of the Premises shall be primary during this time period. The District shall be responsible for the cost of all utilities incurred during its use of the Premises. The District shall be liable for damages to the premises caused by its willful or reckless misconduct during the construction period and all damages to the Premises, other than warranty repairs, during the post-construction period.