

Mendocino Unified School District



Agenda

SPECIAL BOARD MEETING

NOVEMBER 2, 2021

**MENDOCINO K-8 SCHOOL
44261 LITTLE LAKE ROAD
MENDOCINO, CA 95460**

5:00 P.M. OPEN SESSION

Join Zoom Meeting

<https://us02web.zoom.us/j/81384482070?pwd=bTdPUU92STVxT1dCcVJLd2JmZ0cydz09>

Meeting ID: 813 8448 2070 Passcode: 490329

Dial by your location
+1 669 900 9128 US (San Jose)
Meeting ID: 813 8448 2070 Passcode: 490329

<http://www.mendocinoused.org>

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 <http://www.mendocinoused.org/District/2285-Untitled.html>

In compliance with Government Code section 54954.2(a) Mendocino Unified School District will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability related modification or accommodation in order to participate in the meeting should contact, Erin Placido Exec. Assistant to the Superintendent, in writing at P.O. Box 1154, Mendocino, CA 95460 or via email at doerin@mcn.org.

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

1. 5:00 P.M. OPEN SESSION

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. PARENT/COMMUNITY COMMENT

Under the requirements of the Brown Act and open meeting laws, members of the community wishing to address an item on the agenda may do so at this time or when the item comes before the Board. Items not on the agenda cannot be addressed at this time. 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 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/POSSIBLE ACTION ITEMS

3.1. Consideration of the Guaranteed Maximum Price from Lathrop Construction

The Board will review the guaranteed maximum price submitted by Lathrop Construction for the MHS Modernization Project. (action)

4. ADJOURNMENT

The next regular Board meeting is scheduled for November 18, 2021 at the Mendocino K-8 School

Addendum 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 shall be Four Hundred (400) calendar days from the date established in the Owner’s Notice to Proceed.
- Exhibit B: Schedule of Payments, 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 November 2, 2021.

Mendocino Unified School District

Lathrop Construction Associates, Inc.

Windspirit Aum, President

Michael Schaeffer, Clerk

Resolution 2021-18
Mendocino Unified School District
Mendocino, California
Mendocino County, California

*Resolution of the Board of Trustees of the Mendocino Unified School District Approving the
Total Base Rent for the Lease-Leaseback Agreement with Lathrop Construction Associates, Inc.
Company*

WHEREAS, pursuant to Education Code 17406, the **Mendocino Unified School District** (“District”) entered into a Lease-Leaseback Agreement with **Lathrop Construction Associates Inc.** (“Contractor”), dated February 18, 2021, to undertake the development and construction of the Mendocino High School Modernization Project – Phase One (the "Work"); and

WHEREAS, all preconstruction services for the Work have been completed by the Contractor and all subcontractors have been selected by Contractor in accordance with Education Code 17406(a)(4) and the Request for Sealed Proposals; and

WHEREAS, the District has obtained approval of the plans and specifications for the Work by the Department of General Service’ Division of the State Architect, if required; and

WHEREAS, pursuant to Education Code 17406 and the Lease-Leaseback Agreement, Contractor shall provide the District with written rationale detailing the “base construction cost” for the Work, consisting of (a) all subcontracts to be awarded by Contractor for the Work and (b) any separately awarded contracts for materials and supplies for the Work; and

WHEREAS, the sum of the base construction cost, multiplied by the percentage that was offered by the Contractor in its response to the Request for Sealed Proposals, shall be set forth in Contractor’s written rationale to the District and added to the base construction cost to determine the Total Base Rent; and

WHEREAS, Contractor has provided the District with objectively verifiable information of its costs to perform the Work and a written rationale for the Lease-Leaseback Total Base Rent, including documentation sufficient to support the calculation, which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Mendocino Unified School District:

1. Approves the Lease-Leaseback Total Base Rent based on the written rationale provided by the Contractor, as set forth in Exhibit A; and
2. Amends the Lease-Leaseback Agreement to include the Schedule of Payments, attached hereto as Exhibit B; and

3. Directs the District Superintendent or designee to issue the Contractor a Notice to Proceed for the Work.

PASSED AND ADOPTED by vote of the members of the Governing Board of the Mendocino Unified School District on November 2, 2021.

AYES:

NOES:

ABSENT:

ABSTAINED:

MENDOCINO UNIFIED SCHOOL DISTRICT

Attest:

Windspirit Aum, President

Michael Schaeffer, Clerk to the Board

EXHIBIT A

TOTAL BASE RENT
WRITTEN RATIONALE

Mendocino High School Main Building Modernization (Mendocino, CA)

FINAL GMP SUMMARY OF COSTS

Bid Package #	DESCRIPTION OF SCOPE	CONTRACTOR / SUBCONTRACTOR	Base Bid
	General Conditions & Supervision	Lathrop Construction	\$ 658,700.00
Bid Package 1	Abatement & Selective Demolition	Sterling Environmental Corp	\$ 269,900.00
Bid Package 2	Earthwork, Asphalt Paving & Utilities	Ghilotti Construction	\$ 816,319.00
Bid Package 3	Concrete & Concrete Reinforcing	Berkeley Cement	\$ 854,000.00
Bid Package 4	Architectural Casework, Lab Casework & Equipment and Countertops	H2I Group	\$ 437,765.00
Bid Package 5	Structural Steel & Metal Fabrications	TLK Steel	\$ 28,000.00
Bid Package 6	Rough Carpentry & Fiber Cement Siding	Lamon Construction	\$ 1,682,000.00
Bid Package 7	Roof & Roof Insulation	Western Roofing Services	\$ 697,279.00
Bid Package 8	Insulation	Level 5, Inc.	\$ 96,110.00
Bid Package 9	Gypsum Board Assemblies	Harrison Drywall	\$ 300,403.00
Bid Package 10	Aluminum Storefronts & Windows, Skylights, Glazing & Mirrors	Progress Glass	\$ 1,049,172.00
Bid Package 11	Overhead Coiling Doors	Alcal Specialty Contractors	\$ 15,683.00
Bid Package 12	Tiling	DC Tile, Inc.	\$ 22,875.00
Bid Package 13	Acoustical Ceilings & Panels	Stockham Construction	\$ 226,955.00
Bid Package 14	Resilient Flooring & Tile Carpeting	BT Mancini Co., Inc.	\$ 195,391.00
Bid Package 15	Fluid Applied Flooring	Elite Waterproofing & Epoxy Flooring	\$ 16,520.00
Bid Package 16	Window Shade Systems	Contract Décor	\$ 58,000.00
Bid Package 17	Painting & High Performance Coatings	DC Vient, Inc.	\$ 122,500.00
Bid Package 18	Planting	Marina Lanscape, Inc.	\$ 205,250.00
Bid Package 19	Toilet Compartments & Accessories	Murphy Specialties, Inc.	\$ 22,426.00
Bid Package 20	Lockers	Eliminated	\$ -
Bid Package 21	Fire Protection	Presidential Fire Protection	\$ 175,600.00
Bid Package 22	Plumbing	Dowdle & Sons Mechanical, Inc.	\$ 677,183.00
Bid Package 23	HVAC & Sheet Metal	Div 15 Tech	\$ 1,205,000.00
Bid Package 24	Electrical & Low Voltage	Fort Bragg Electric	\$ 2,210,661.00
Bid Package 25	Weather Barriers	McCarley & Son Painting Industrial Coatings, Inc.	\$ 76,485.00
	Surveying for Utilities, Building and Sitework	Brejle & Race	\$ 25,000
	Furnish only Doors, Frames, Hardware (Install in LCA Misc.)	Lathrop Construction	\$ 200,000
	Furnish only Flagpole (Install in LCA Misc.)	Bolander & Sons	\$ 6,000
	Seal Coat & Crack Seal	Centerline	\$ 12,000
	Exterior Scaffolding for exterior finishes	Scaffold Solutions	\$ 20,000
	Furnish only Signage (Install in LCA Misc.)	Signs of Success	\$ 12,900
	Visual Display Surfaces	Nelson Adams	\$ 61,700
	Interior Expansion Joint Covers (Roofing Exp Jts by Bid Package No. 07)	Platinum	\$ 20,835
	Food Service Equip. & Stainless Steel Tops & Sinks (Install in LCA Misc.)	Meyers	\$ 38,000
	SWPPP / Erosion Control Work	Lathrop Construction	\$ 39,300
	BP Exclusions at Building / LCA Misc. Work	Lathrop Construction	\$ 396,141
	BP Exclusions at Site / LCA Misc. Work	Lathrop Construction	\$ 127,319
	SUBTOTAL		\$ 13,079,371
	LCA Fee (4.45%) (w/out Allow. & Contingency)		\$ 582,032
	SUBTOTAL		\$ 13,661,403
	Owner Allowances		
	Vapor Control at Resilient (8,500 SF)		\$ 50,000
	Unforeseen Hazardous Materials		\$ 25,000
	Unforeseen Existing Underground		\$ 30,000
	3 foot overexcavation within courtyard per C1		\$ 30,000
	PG&E Temporary Power to Portables from Kasten		\$ 25,000
	Water Tank; Salvage of the Redwood, demo tank/foundation		\$ 25,000
	Unforeseen Dry Rot Repairs		\$ 50,000
	Contingency 10%		\$ 1,366,140
	SUBTOTAL		\$ 15,262,544
	Bonds, Insurance & Builders Risk Insurance		\$ 192,000
	Adjustment to line above for delta from RFP amount of \$12 mil. to final GMP Value		\$ 57,095
	GMP TOTAL		\$ 15,511,638

Excluded:

Removal of large tree on East side per Sheet C2
Salvage of redwood and Demo of Water Tank and foundation, see Allowance
3-foot overexcavation within courtyard per C1, see Allowance
PG&E New and Temporary Service Engineering/Connection Fees
PG&E Temporary Power to Portables from Kasten, see Allowance
Phasing of demo/new construction in existing electrical room related to PGE Temp/New Services
Site furnishings; Type T1 and T2 and DW (Driftwood)
SWPPP Permits & Fees (SWPPP implementation and monitoring is included)
Power and water usage fees
Importing of construction water (i.e. trucking in water for use during construction).
Encroachment permit fees per 31 1000 Site Preparation
Reinstallation of Gazebo (only removal costs are included)
Testing lab costs for Aluminum Window/Storefront water tests
Concrete Floor Moisture Content & pH Testing per Spec. Section 09 0512
Vapor barrier under new Epoxy Flooring (since at existing concrete)
Site security guard
Tape vapor barrier seams and joints at wall insulation
Hazardous liquid removal at acid tank (clean demo costs are included)
Builder's Risk Earthquake Coverage (removed in original RFP)
Projectors by Owner, OFOI
Floor leveling in Rooms A117, A118, A119, & A120

Scope Clarifications due to Finalized Alternates:

Earthwork stripping's to be stockpiled on the High School Campus in an area designated by the District.
All dirt spoils to be stockpiled on the High School Campus in an area designated by the District.
Site concrete to all be type C1; i.e. no integral color and/or oyster shell site concrete.
The "Prow" overlook deck has been eliminated in it's entirety from the scope of the Project.
The soil amendment prep and planting on the southern slope areas has been eliminated from the scope of the Project.
A 90-day maintenance period on the planting is included in the scope of this Project.
A Modified Bitumen Roofing system with a 20-year warranty is included in the scope of this Project.
MC Cable will be utilized for branch circuits in wall and ceiling spaces in lieu of EMT conduit with wire.
Sinks will remain in the six standard classrooms as indicated on the DSA approved Drawings.
The casework and countertops in the six standard classrooms will remain as indicated on the DSA Approved Drawings.
Lockers have been removed from the scope of this Project.

(please note, there will be additional costs associated with providing finishes in the place of the now eliminated lockers which are not currently covered in this GMP).

EXHIBIT B

ADDENDUM TO LEASE-LEASEBACK AGREEMENT

Addendum to Lease-Leaseback Agreement

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Mendocino Unified School District

Lathrop Construction Associates, Inc.

Windspirit Aum, President

Michael Schaeffer, Clerk

Exhibit B Schedule of Payments

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 One Project portion of the Project totaling the amount of no more than: \$15,511,638.⁰⁰ (“Total Base Rent”).

Included in the above is a District-controlled contingency of \$1,601,140.⁰⁰ 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 One of the Project is based on the plans, specifications, drawings, and design packages prepared by Quattrocchi Kwok Architects, DSA Approval dated June 6, 2021 (DSA Application 01-119442).

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 One 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 Temporary Portables portion of the 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.