

RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street, Rio Vista, CA 94571-1651

Notice of a Special Meeting of the Board of Trustees

By Order of the President of the Board of Trustees this is a Call for a Special Meeting of the Board of Trustees of the River Delta Unified School District to be held:

April 6, 2020 – 3:00 PM

River Delta USD, District Office, 445 Montezuma Street, Rio Vista, CA 94571

River Delta Unified School District will practice Social Distancing at its Special Meeting of the Board

A copy of the full agenda (with backup documents but without confidential closed session items) is available for public review at the District Office, 445 Montezuma St., Rio Vista, California, at least 24 hours prior to the announced meeting of the Board of Trustees or online at <http://riverdelta.org> under the heading: Board of Trustees

SPECIAL MEETING AGENDA

1. Call the Open Session to Order (@ 3:00 p.m.)
2. Roll Call
3. Review Closed Session Agenda (see attached agenda)
 - 3.1 Announce Closed Session Agenda
 - 3.2 Public Comment on Closed Session Agenda Items Only
4. Approve Closed Session Agenda and Adjourn to the **Closed Session** (@3:03 p.m.)
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Time: _____
5. Reconvene to Open Session (@ approx. 4:00 p.m.) Time: _____
 - 5.1 Retake Roll Call
Member Fernandez ____; Member Olson ____; Member Riley ____;
Member Stone ____; Member Elliott ____; Member Casillas ____; Member Mahoney ____
 - 5.2 Pledge of Allegiance
6. Report of Action taken, if any, during the Closed Session (Government Code Section 54957.1) – Board President Fernandez
7. Review and Approve the **Open Session** Agenda
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
8. Public Comment: **Anyone may address the Board at this time regarding any subject that is within the Board's subject-matter jurisdiction which is not on this night's agenda** [Government Code Section 54954.3 and Education Code Sections 35145.5 and 72121.5]. **However, please hold your comments on a specific item listed until it is brought up for discussion.** To address the Board, please complete a Speaker Card and hand it to the Recording Secretary, and when you have been called on, please step up to the podium and state your name. **However, understand the Board may not take action on any item which is not listed on this agenda** (except as authorized by Government Code Section 54954.2). (BB9323) **Individual speakers shall be allowed two minutes to address the Board on any non-agendized item. The Board may limit the total time for public input on each agenda or non-agenda item to 20 minutes.** With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration. {If you wish to have an item placed on the agenda for discussion and/or action by the Board, you must notify the Board Secretary/Superintendent in writing no later than ten working days prior to a regularly scheduled Board meeting requesting permission. After the Superintendent's Cabinet has met, you will be notified of their decision.}
9. Request to approve Resolution #785 to determine that D.H. White Elementary School's Modular Classroom Construction Project is an Essential Governmental Function and delegate authority to Superintendent Wright to take necessary actions to complete Essential Construction Projects new or ongoing through the period of the first regularly scheduled meeting of the Board after the Coronavirus (COVID-19) shelter-in-place order has been lifted by the State of California - Katherine Wright, Superintendent

Motioned: _____ Second: _____

Roll Call Vote: Member Fernandez ____; Member Olson ____; Member Riley ____; Member Stone ____; Member Elliott ____; Member Casillas ____; Member Mahoney ____; Vote: _____

10. Request to approve the Notice of Award for the Modular Classroom Construction Project at D.H. White Elementary School to Kerex, Inc. in the amount of \$290,000 – Developer Funds – Elizabeth Keema-Aston, Chief Business Officer

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

11. Request to approve the Master Budget Summary for modular buildings at D.H. White Elementary School and authorize Superintendent Katherine Wright to contract in behalf of the Board of Trustees to meet Construction Deadlines – Elizabeth Keema-Aston, Chief Business Officer

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

12. Adjournment

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Abstentions: _____ Time: _____

A copy of the full agenda (with backup documents but without confidential closed session items) is available for public review at the District Office, 445 Montezuma St., Rio Vista, California, at least 72 hours prior to the announced meeting of the Board of Trustees. The full agenda is also available online at <http://riverdelta.org>.

Americans with Disabilities Act Compliance: Any and all requests for "...any disability-related modification or accommodation, including auxiliary aids or services..." needed to access our agendas or to participate in the public meetings, must be received in writing by the Superintendent's Office at 445 Montezuma Street, Rio Vista, CA 94571 at least annually before July 1 of each year -- or at least 5 calendar days prior to the individual meeting in question. All inquiries may be directed to the Superintendent's Office c/o Jennifer Gaston at (707) 374-1711.

AFFIDAVIT OF NOTICING AND POSTING:

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Special Meeting Agenda/Notice was posted in the bulletin board in front of the District Office, District administrative offices and that the Board of Trustees Members, school sites, and the community libraries were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on Sunday, April 5, 2020, by or before 3:00 p.m. **By: Jennifer Gaston** Jennifer Gaston, Executive Assistant, to the Superintendent.

ATTACHMENT
RIVER DELTA UNIFIED SCHOOL DISTRICT
Notice of a Special Meeting of the Board of Trustees

By Order of the President of the Board of Trustees, this is a Call for the Regular Meeting of the Board of Trustees of the River Delta Unified School District to be held:

April 6, 2020
River Delta USD, District Office, 445 Montezuma Street, Rio Vista, CA 94571
CLOSED SESSION

As provided by Government Code Section 54957, the Board is requested to meet in closed session for consideration of **personnel appointment, employment, discipline, complaint, evaluation or dismissal** [Government Code Section 54957], **possible or pending litigation** [Government Code 54956.9(a)(b)(c)], **student discipline** [Education Code Sections 49070 (c) and 76232 (c)], **employee/employer negotiations** [Government Code Section 3549.1 and 54957.6], **or real property transactions** [Government Code Section 54956.8].

A Closed Session will be held beginning at 3:03 p.m. on April 6, 2020, at the District Office of River Delta Unified School District, Rio Vista, California (which is prior to the full Open Session). Any formal action taken by the Board will be reported in the Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. As needed, this Closed Session may be reconvened following the full Open Session. Any formal action taken by the Board will be reported in Open Session prior to adjournment.

4. CLOSED SESSION

4.1 **Student Discipline** [Education Code Sections 49070 (c) and 76232 (c)] - None

4.2 **Possible or Pending Litigation** [Government Code 54956.9(a)(b)(c)]

Following Conference with Legal Counsel (Parker & Covert, LLC; Girard, Edwards, Stevens & Tucker LLP; Burke, Williams & Sorensen, LLP) – Pending or Anticipated Litigation/Potential Case(s) Update(s)

4.2.1 Name(s) unspecified as disclosure would jeopardize the service of process and/or existing/possible settlement negotiations

4.3 **Personnel Evaluation, Searches, Appointment, Employment, Complaint, Discipline, Dismissal, Non-reelects and Releases** [Government Code Section 54957]

Following Conference with Legal Counsel (Girard, Edwards, Stevens & Tucker LLP)

Public Employee(s) Evaluation:

4.3.1 Certificated

4.3.2 Classified

4.3.3 Public Employee(s) Searches, Appointment, Employment conditions

4.3.4 Complaint, Discipline, Dismissal, Non-Reelects, & Releases

5. Adjourn to Open Session (@3:30 p.m.) Any formal action taken by the Board in the above items will be reported in Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. The meeting may be reconvened as needed (i.e. following the end of Open Session).

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Time: _____

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BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: April 6, 2020

Attachments: X

From: Elizabeth Keema-Aston

Item Number: 9

Type of item: (Action, Consent Action or Information Only): Action Item

SUBJECT:

Request approval of Resolution #785 of River Delta Unified School District designating Public Works projects as an Essential Governmental Function.

BACKGROUND:

Due to COVID-19 pandemic, Governor Newsom declared a State of Emergency for California and issued a Stay-at-Home order. As part of the order, only Essential Workers are designated to continue to work. In anticipation that the District will only be able to proceed with projects deemed 'Essential Governmental Functions', the District is requesting approval of Resolution #785.

STATUS:

As the District confronts ever changing restrictions and regulations Resolution #785 will establish the D.H. White Modular project as an Essential Governmental Function allowing the District to continue to move forward with construction activity.

This Resolution also authorizes Superintendent Wright or her designee to identify future projects awarded at a later date as Essential Governmental Functions during the duration of the COVID-19 pandemic. The resolution also allows Superintendent Wright or her designee to take all action reasonably necessary to implement new protocols required by the current order.

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES: N/A

RECOMMENDATION:

That the Board approves Resolution #785 of River Delta Unified School District designating Public Works projects as an Essential Governmental Function and authorizes Superintendent Wright or her designee to establish future Public Works as Essential Governmental Function.

Time allocated: 5 minutes

RESOLUTION NO. 785
OF
RIVER DELTA UNIFIED SCHOOL DISTRICT
DESIGNATING PUBLIC WORKS PROJECTS AS AN
ESSENTIAL GOVERNMENTAL FUNCTION

WHEREAS, the River Delta Unified School District (“**District**”) is in the process of awarding several public works contracts to contractors and consultants (“**Contractor(s)**”), including a contract at DH White Elementary School amongst others, and intends to award other public works contracts (“**Project(s)**”) to Contractors who will be performing public works as further described;

WHEREAS, those projects that are being awarded are detailed in **Exhibit A** attached hereto;

WHEREAS, as a result of the COVID-19 pandemic (“**Pandemic**”), the District closed its educational facilities and directed District students to engage in distance learning until District students are safe to participate in educational activities at District facilities;

WHEREAS, the District’s core mission is the education of District students, which is imperative to the community, the state, and the country as a whole;

WHEREAS, the District must provide safe, secure, and updated educational facilities, and it is therefore essential that the District continue to perform work on the Projects during the Pandemic to ensure that District facilities are safe, sanitary and sufficient to promote positive learning outcomes to District students once the Pandemic is over and students return to District facilities;

WHEREAS, on March 18, 2020, Yolo County, one of the three counties in which the District is located issued an order (“**Yolo Order**”) mandating that all individuals shelter in place but exempted individuals performing work on “Essential Infrastructure,” including school district public works projects;

WHEREAS, on March 19, 2020, Sacramento County, the second of three counties in which the District is located issued an order (“**Sacramento Order**”) mandating that all individuals shelter in place but exempted individuals performing work on “Essential Infrastructure,” including school district public works projects;

WHEREAS, on March 30, 2020, Solano County, the third of the three counties in which the District is located issued an order (“**Solano Order**”) mandating that all individuals shelter in place but exempted individuals performing work on “Critical Infrastructure,” including school district public works projects;

WHEREAS, as of March 31, 2020, nearby counties have begun issuing new orders that supersede initial orders that resemble the Yolo Order, Sacramento Order, and Solano Order and these new order allow individuals to only leave their residence and travel to “Essential

Businesses,” which includes “Construction...[on] [p]ublic works projects if specifically designated as an Essential Governmental Function”;

WHEREAS, these new orders include the language defining “Essential Governmental Functions” that resembles the following;

[N]othing in this Order shall prohibit any individual from performing or accessing “Essential Governmental Functions,” as determined by the governmental entity performing those functions in the County. Each governmental entity shall identify and designate appropriate employees, volunteers, or contractors to continue providing and carrying out any Essential Governmental Functions, including the hiring or retention of new employees or contractors to perform such functions. Each governmental entity and its contractors must employ all necessary emergency protective measures to prevent, mitigate, respond to and recover from the COVID-19 pandemic, and all Essential Governmental Functions shall be performed in compliance with Social Distancing Requirements to the greatest extent feasible.

WHEREAS, the new orders also require that each “Essential Business” develop a “Social Distancing Protocol,” which models the protocols in described in **Exhibit B** (“**Protocol**”); and

WHEREAS, it is anticipated that similar measures will be taken in one, some or all three of the counties in which the District is located. In recognition of this, the District intends to establish policy and procedures to provide adequate safeguards in relationship to the Projects.

NOW, THEREFORE, the Governing Board of River Delta Unified School District hereby finds, determines, declares, orders and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. The Project as identified in **Exhibit A** attached hereto, along with such additional Projects as are added by the Superintendent or her designee in accordance with Section 5 are each declared an Essential Governmental Function of the District.

Section 3. All Contractors, their subcontractors of every tier, and suppliers to the Contractors and subcontractors, are specifically designated as the entities responsible to perform work on the respective Project(s).

Section 4. The Superintendent or her designee may designate applicable District staff as employees responsible for overseeing contractors work on the Project(s).

Section 5. The Superintendent or her designee may designate Projects awarded contract at a later date as subject to the terms of this resolution during the duration of the COVID-19 pandemic.

Section 6. The Superintendent or her designee may take any and all actions reasonably necessary to adopt, implement and to ensure the Contractors of current and future projects adopt and implement the Protocol attached hereto as **Exhibit B** as required by the Current Order, and may make any reasonable changes thereto in consultation with counsel as may be required for the Project. The District shall ensure that the Contractors post the Protocol at or near the entrance of all District facilities and shall be reasonably viewable by the public and employees. Further, the District shall ensure that the Contractors provide the Protocol to each employee performing work at the Project sites. District staff shall also request from each Contractor an updated safety plan consistent with the Protocol and any applicable public health directives.

Section 7. The Superintendent or her designee may take any and all actions reasonably necessary to continue the construction of each Project as an Essential Governmental Function and to add such other procedures and safeguards as determined to be necessary to maintain a safe working environment at each Project site.

This Resolution shall take effect upon its adoption.

APPROVED, PASSED AND ADOPTED this 6 day of April, 2020, by the Governing Board of the River Delta Unified School District of Yolo County, Sacramento County, and Solano County, California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CERTIFICATION

I, **Alicia Fernandez**, President of the Board of Education of the River Delta Unified School District, Yolo County, Sacramento County, and Solano County, State of California, do hereby certify that the foregoing Resolution was duly approved and adopted by the Board of Education of said district at a meeting thereof held on the 6 day of April, 2020, with a copy of the Resolution being on file in the Administrative Office of the District.

President, Board of Education of the
River Delta Unified School District

List of Exhibits

Exhibit A Project List

Exhibit B Social Distancing Protocol

Exhibit A

Project List

Name of Project	School Site(s)
Modular Classrooms	DH White Elementary School

Exhibit B

Social Distancing Protocol

At all public works projects overseen by River Delta Unified School District, the following social distancing protocols must be followed by all employees and Contractors:

- Signs shall be posted at the entrance to the work site informing employees and contractors that they should
 - o Avoid entering the facility if they have a fever or cough.
 - o Maintain a minimum of a six-foot distance from one another.
 - o Sneeze and cough into a cloth or tissue or, if neither of those options is available, into one's elbow.
 - o Do not shake hands or engage in any unnecessary physical contact.
 - o Wash hands frequently with soap and water for at least 20 seconds or using hand sanitizer recognized by the CDC to be effective in combatting COVID-19.
- Break rooms, bathrooms, and other common areas should be disinfected frequently.
- Disinfectant and/or hand soap and water are available to employees.
- Communal tools and items are disinfected regularly.

Additional protocol measures will be added and modifications to existing Social Distancing Protocols may be made by the Superintendent or her designee as further information is made available about the Pandemic.

NOTE: These Social Distancing Protocols are not meant to replace or supersede any existing worksite protocols. These Protocols are meant to supplement existing protocols and are specifically in response to the COVID-19 pandemic.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: April 6, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 10

Type of item: (Action, Consent Action or Information Only): Action Item

SUBJECT:

Request to approve the construction contract with Kerex Engineering, Inc. to provide site improvements for new modular classrooms at D.H. White Elementary.

BACKGROUND:

The District requested and received proposals for site improvements at D.H. White Elementary for preparation of the placement of two modular classrooms to accommodate the new reconfiguration.

STATUS:

The respondents were Kerex Engineering, Inc. for \$290,000, Pacific Coast General Engineering for \$329,911 and TCB Industrial, Inc. for \$370,099. As the lowest responsible bidder, Kerex Engineering, Inc. was selected and the District is seeking approval to award them the contract.

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES:

\$290,000 from Fund 25 Developer Fees

RECOMMENDATION:

That the Board approve the Construction Contract with Kerex Engineering, Inc, to provide site improvements for new modular classrooms at D.H. White Elementary.

Time allocated: 5 minutes

In Accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

AGREEMENT

THIS AGREEMENT, dated the 7th day of April, 2020, in the County of Solano, California, (representing the State Allocation Board, State of California) by and between the River Delta Unified School District, hereinafter referred to as "DISTRICT" or "OWNER" and Kerex Engineering Inc., hereinafter referred to as "CONTRACTOR"

WITNESSETH:

That the DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. Contract:

The complete Contract includes all of the Contract documents, including the Notice to CONTRACTOR's Calling For Bids, Information for Bidders, Bid Form, Designation of Subcontractors, Information Required of Bidder, CONTRACTOR Pre qualification Documents if required, CONTRACTOR's Certificate Regarding Workers' Compensation, Change Order Form, Shop Drawing Transmittal Form, Non-Collusion Declaration, Drug-Free Workplace Certification, Criminal History Clearance Certificate, Disabled Veteran Business Enterprises Documentation, Guarantee, Performance Bond, Payment Bond, Insurance Policies as required, General Conditions, Special Conditions if any, Plans, Drawings, Specifications, this Agreement, and all modifications and Addenda thereto, and by this reference are incorporated herein. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Statement of Work:

CONTRACTOR shall perform that work designated in CONTRACTOR's Bid Form that constitutes at least 15% of the total work, exclusive of supervisory and clerical work, without the services of any Subcontractor. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete Contract and required for the public works project described as follows: Site improvements for new modular classrooms at D.H. White Elementary School in accordance with drawings and specifications prepared by Wilson Architecture. All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the Plans, Drawings, Specifications and provisions of the complete Contract as herein above defined. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Contract documents. Each subcontract shall contain all of the termination provisions set forth in the Contract, which shall be applicable to all work performed by Subcontractors.

3. Compensation:

DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract documents, the sum of Two Hundred Ninety Thousand Dollars, (\$290,000.00) said sum being the total amount of the following amounts stipulated in the bid.

4. Time For Completion:

The CONTRACTOR shall prosecute the Work in a prompt, diligent and workmanlike manner. The work shall be commenced on or about the date stated in the DISTRICT's Notice to Proceed and shall be completed as follows:

within 96 calendar days for Final Completion after the date stated in the Notice to Proceed. CONTRACTOR shall also meet any milestone deadlines stated in the Special Conditions or other Contract Documents. Said Notice shall not require that work be commenced less than five (5) calendar days from the date of issuance and receipt of said notice. CONTRACTOR acknowledges that it shall be liable for liquidated damages if the project is not timely completed.

5. Liquidated Damages:

Time is of the essence in this Agreement. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85 and Public Contract Code section 7203 it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of Two Thousand Five Hundred Dollars (\$2,500) for each calendar day of delay until work is completed and accepted, as well as any other liquidated damages stated in the Special Conditions or other Contract Documents. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR's surety shall be liable for the amount thereof. Written time extensions may be granted by the DISTRICT upon prior written request for such extension by CONTRACTOR.

6. Indemnification:

The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent CONTRACTORS who are directly employed by the DISTRICT.
- (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent Contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the DISTRICT arising out of, or in any way connected with the work covered by this Agreement, whether said

injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent Contract, and not by the active negligence of the DISTRICT.

The CONTRACTOR, at CONTRACTOR's own expense, cost (including attorney's fees), and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, or any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Copies of Drawings and Specifications:

Electronic copies of drawings and specifications will be furnished free of charge to CONTRACTOR. Additional hard copies may be obtained at cost of reproduction by Contractor.

9. Required Number of Executed Copies:

The number of executed copies of the Agreement is three, the Performance Bond and the Payment Bond required is one.

10. Inspector's Field Office is N/A square feet of floor area.

11. Substitution of Securities:

Pursuant to Section 22300 of the Public Contract Code, the Contract permits the substitution of securities for any monies withheld by the DISTRICT to ensure performance under the Contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. Upon satisfactory completion of the Contract, the securities shall be returned to the CONTRACTOR. Alternatively, the CONTRACTOR may request and the DISTRICT shall make payment of retention earned directly to the escrow agent at the expense of the CONTRACTOR.

Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

12. Prevailing Wage Compliance

This Contract is subject to monitoring and enforcement of prevailing wage requirements by the Labor Commissioner of the Department of Industrial Relations as set forth in Chapter 1 of Part 7 of Division 2 of the California Labor Code (commencing at section 1720) and the accompanying regulations at Subchapter 4.5 of Chapter 8 of Division 1 of Title 8 of the California Code of Regulations. The DISTRICT, the CONTRACTOR, and any Subcontractors shall comply with the laws and regulations governing payment of prevailing wages.

Labor Code section 1725.5 requires that all contractors and subcontractors bidding on Public Works Construction Projects be registered with the Director of Industrial Relations (DIR) prior to submitting a bid and pay an annual fee to the DIR. Additional information is available on the DIR's website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. An awarding body may not accept a bid or enter into a contract for public work with an unregistered contractor.

The Director of the Department of Industrial Relations of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder. Copies of the applicable prevailing wage rate determinations are made available to the awarding CONTRACTOR and Subcontractors at the Pre-Job Conference Meeting. The CONTRACTOR shall post a copy of the prevailing wages at each job site, and all required job site notices as prescribed by regulation. It shall be mandatory upon the CONTRACTOR to whom the Contract is awarded and upon any Subcontractor under him or her, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract.

A Pre-Job Conference at the District office shall be conducted with the CONTRACTOR and all Subcontractors to discuss federal and state labor law requirements.

Project CONTRACTOR and Subcontractors shall maintain and furnish directly to the Labor Commissioner, a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted in a format prescribed by the Labor Commissioner.

The DISTRICT and the Labor Commissioner shall review, including by way of job site inspections, and, if appropriate, audit payroll records to verify compliance with the public works requirements of the Labor Code. The CMU will notify the CONTRACTOR or Subcontractor(s), as appropriate) of any noncompliance, in order for all such CONTRACTOR or Subcontractor(s) to correct the noncompliance.

The DISTRICT shall cooperate with the Labor Commissioner and DLSE in any investigation of suspected violations of prevailing wage requirements.

As directed by the Labor Commissioner, the DISTRICT shall withhold Contract payments equal to the payments due or estimated to be due to the CONTRACTOR or Subcontractors whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against such CONTRACTOR or Subcontractors. The CONTRACTOR shall be required to withhold payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured such delinquency or deficiency.

13. Corporate Status:

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____ whose title is _____ authorized to act for and bind the corporation.

14. Required Provisions:

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

15. Entire Agreement.

The complete Contract as set forth in Paragraph 1 of this Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Agreement, exists between the parties. This Agreement and the Contract can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT:

River Delta Unified School District
445 Montezuma Street.
Rio Vista, California 94571
Phone: (707) 374-1700

By: _____

Its: _____

Date: _____

CONTRACTOR:

KEREX ENGINEERING

By:

Its: PRESIDENT.

Date: 4/3/2020.

Contractor License No. 1602913

DIR No. 1000033658

CORPORATE SEAL OF CONTRACTOR, (if corporation)

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: April 6, 2020

Attachments: X

From: Elizabeth Keema-Aston

Item Number: 11

Type of item: (Action, Consent Action or Information Only): Action Item

SUBJECT:

Request to approve the Master Budget Summary for modular buildings at D.H. White Elementary School and authorize Superintendent Katherine Wright to contract in behalf of the Board of Trustees to meet construction deadlines.

BACKGROUND:

Due to growth in Rio Vista and the reconfiguration of DH White Elementary from a K-5 elementary school site to a K-6 elementary school site there is a need for additional student classrooms. The District contacted with RGM Kramer, Inc. for project management services at the January 14, 2020 Board meeting.

STATUS:

The District requested and received bids for a construction contractor to install the modular classrooms. Additional costs are now known and the Master Budget Summary has been updated to reflect the most current changes.

Due to the nature of construction projects and the tight timeframe before the classrooms are needed, District administration is requesting approval for Superintendent Wright to have the authority to contract in behalf of the Board of Trustees. This will allow the District to make decisions and meet obligations between Board meetings based on the most current Master Budget Summary for the DH White modular project.

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES: N/A

RECOMMENDATION:

That the Board approve the Master Budget Summary for modular buildings at D.H. White Elementary School and authorize Superintendent Wright to contract in behalf of the Board of Trustees to meet construction deadlines.

Time allocated: 5 minutes

Description: New Modular Classrooms
 Buildings: 2
 Square Feet: 1,920

Description	2/7/2020 Prelim. Budget	3/23/2020 Budget	Comments
A. SITE			
1 SITE ACQUISITION/APPRaisal/TITLE	\$ -	\$ -	
2 SURVEY	\$ -	\$ -	
3 SITE SUPPORT - BOND FEES	\$ -	\$ -	
4 LEGAL FEES - Allowances	\$ 3,500.00	\$ 3,500.00	Allowance
5 OTHER (EIR/Negative Declaration)	\$ -	\$ -	
6 OTHER	\$ -	\$ -	
SITE SUBTOTAL	\$ 3,500.00	\$ 3,500.00	
B. PLANS			
1 ARCHITECT'S FEE FOR PLANS	\$ 21,800.00	\$ 21,800.00	Per contract with Wilson Architecture
2 DSA PLAN CHECK FEE - SSS/FLS	\$ 8,530.00	\$ 8,358.00	Per DSA fee schedule
3 DSA HOURLY FEES ALLOWANCE	\$ -	\$ -	
4 HEALTH DEPARTMENT	\$ -	\$ -	
5 ENERGY ANALYSIS FEES	\$ -	\$ -	
6 DEPARTMENT OF EDUCATION - PLAN CHECK FE	\$ -	\$ -	
7 PRELIMINARY TESTS			
A. SOILS	\$ 15,000.00	\$ 6,010.00	Per proposal from Wallace Kuhl plus allowance for additional work.
B. OPSC & YRE CONSULTANTS	\$ -	\$ -	
C. BIDDING AND ADVERTISING	\$ 2,500.00	\$ 2,464.00	Actual cost
D. ENGINEERING/CONSULTING	\$ -	\$ -	
E. HAZARDOUS MATERIAL SURVEY/SPECS	\$ -	\$ -	
8 ADMINISTRATIVE COSTS	\$ -	\$ -	
PLANS SUBTOTAL	\$ 47,830.00	\$ 38,632.00	
C. CONSTRUCTION			
1 A. UTILITY SERVICE FEES	\$ -	\$ -	
B. UTILITY SERVICE IMPROVEMENTS	\$ -	\$ -	
2 OFF-SITE DEVELOPMENT	\$ -	\$ -	
3 SERVICE SITE DEVELOPMENT	\$ -	\$ -	
4 GENERAL SERVICE SITE DEVELOPMENT	\$ 188,658.17	\$ 290,000.00	Per bid from Kerex Engineering, Inc.
5 MODERNIZATION	\$ -	\$ -	
6 DEMOLITION / INTERIM HOUSING*	\$ -	\$ -	
7 NEW CONSTRUCTION	\$ 356,048.06	\$ 217,603.35	Contract amount for modular buildings with Mobile Modular, Inc. plus allowance for additional items.
8 A. UNCONVENTIONAL ENERGY SOURCES	\$ -	\$ -	
B. SPECIAL ACCESS COMPLIANCE	\$ -	\$ -	See backup for details.
C. TECHNOLOGY ALLOWANCE	\$ -	\$ -	
9 ENVIRONMENTAL ABATEMENT	\$ -	\$ -	
10 AIR MONITOR CLEARANCE	\$ -	\$ -	
11 PROJECT MANAGEMENT	\$ 79,000.00	\$ 79,000.00	Per contract with RGM Kramer, Inc.
12 OTHER (ITEMIZE)			
A. Labor Compliance	\$ -	\$ -	
B. MOVING/STORAGE (District Expense)	\$ -	\$ -	
C. UNDERGROUND UTILITY SEARCH	\$ -	\$ -	
CONSTRUCTION SUBTOTAL	\$ 623,706.23	\$ 586,603.35	
D. TESTS (CONSTRUCTION LAB)	\$ 5,447.06	\$ 8,900.00	Per proposal plus allowance for additional work.
E. INSPECTION (IOR)	\$ 31,800.00	\$ 44,000.00	Per contract with CAS Inspections, Inc.
F. FURNITURE AND EQUIPMENT	\$ 27,500.00	\$ 27,500.00	Allowance. See backup for detail.
G. CONTINGENCIES	\$ 54,470.62	\$ 50,760.34	
TOTAL ESTIMATED COSTS (ITEMS A THROUGH G)	\$ 794,253.92	\$ 759,895.69	

1 SITE ACQUISITION/APPRAISAL/TITLE - Allowance **\$0**

Include the Cost of Real Property Purchased. Include the Cost of Any Appraisal Fee Escrow/Title Costs Associated with Eligible Projects.

Property	\$0
Land Bank	\$0
Assess.	\$0
Total	\$0

2 SURVEYS **\$0**

Include the Cost for General Surveys, Lot Line Adjustments & Property Line Establishments.

3 SITE SUPPORT - BOND FEES - Allowance **\$0**

Include the Cost For Any Legal or Professional Fees or Services Associated With Setting Up and Maintaining the Bond. Includes portions of Administrative Salaires/Hourly Wages for District Staff Support Relative to Bond Projects and/or OPSC Funding.

4 LEGAL FEES - Allowance **\$3,500**

Include the Cost for Legal Consultation or Administrative Assistance as Follows:

- * Document Review*
- * Bid Review*
- * Contract Review*
- * Bond Review*
- * Insurance Review*
- * Miscellaneous Correspondence/Issue Conference*

5 EIR/Negative Declaration

6 OTHER **\$0**

1	ARCHITECT'S FEE FOR PLANS	\$21,800
	Fees per Wilson Proposal	\$14,600.00
	Add for Foundation Design	\$5,200.00
	Total Basic Fee	\$19,800
	Design Contingency	Incl.
	CO Contingency	\$0
	Total Fees with Contingencies	\$19,800
	Reimbursables	\$2,000
	Total Architectural Costs	\$21,800
2	DSA PLAN CHECK FEE - (per DSA Calculator)	\$8,358
	Access Compliance	\$2,520.00
	Fire & Life Safety	\$1,523.00
	Structural Safety	\$4,315.00
3	Allowance for DSA Hourly Fees:	\$0
	DSA Hourly Fees Hours @ \$215	\$0.00
4	HEALTH DEPARTMENT - Allowance	\$0
	Food Processing Establishment Trips @ \$1,500	\$0.00
	Application Fee	\$0.00
	Special Service Fee	\$0.00
	Consultation Hours @ \$200	\$0.00
	TOTAL	\$0.00
5	ENERGY ANALYSIS FEES - ALLOWANCE	\$0
	<i>Include the Cost for Professional Services Associated With Energy Analysis</i>	
6	DEPARTMENT OF EDUCATION - PLAN CHECK FEE	\$0
	<i>Include the Cost for Plan Check Fees for Eligible Projects.</i>	
	\$0 @ 0.07%	\$0.00

7.A SOILS - ALLOWANCE			\$6,010
. Soil Report		Not Required	
Soils Testing Per Proposal	\$	3,510	
Allowances for Additional work	\$	2,500	
	Total	\$6,010	
7.B OPSC & YRE CONSULTANTS - Allowance			\$0
<i>Include the Cost for Consulting Services Associated With Establishing Eligibility and Pursuing Additional Support Through the State Funding Program.</i>			
7.C BIDDING & ADVERTISING - Allowance			\$2,464
<i>Include the Estimated Cost for Printing, Reproduction, and Advertising Costs:</i>			
7.D ENGINEERING/CONSULTING - Allowance			\$0
<i>Include the Estimated Cost for Special Engineering or Consultant Review.</i>			
7.E HAZARDOUS MATERIAL SURVEY/SPECS - Allowance			
8 ADMINISTRATIVE COSTS - Allowance			\$0
<i>Include the Estimated Cost for Additional District Administrative/Personnel Cost.</i>			

1A. UTILITY SERVICE FEES - Allowance **\$0**
Itemize Estimated Costs for Utility Service and Connection Fees.

UTILITY	Cost
Electrical	\$0.00
Gas	\$0.00
Water District	\$0.00
Telephone	\$0.00
Sanitary Sewer	\$0.00
Storm Drain	\$0.00
Cable T.V.	\$0.00
City Encroachment	\$0.00
Public Facilities	\$0.00
TOTAL BUDGET	\$0.00

Architect should instruct respective engineers to provide plans and relative information to the various agencies to initiate the permit process and ascertain actual costs.

	Mod/New Const.	Total Cost
1B. UTILITY SERVICE IMPROVEMENTS - Budget <i>List Estimated Costs for Utility Service Installation</i>		
2. OFF-SITE DEVELOPMENT <i>List Estimated Off-Site Development Costs.</i>		
3. SERVICE SITE DEVELOPMENT <i>List Estimated Service Site Development Costs.</i>		
4. GENERAL SITE DEVELOPMENT <i>Bid from Kerex Engineering (includes building foundations fire alarm and data.)</i>	N	\$290,000
	\$290,000	
5. MODERNIZATION		

6. DEMOLITION / INTERIM HOUSING*

**List Estimated Cost to Provide, Install and Connect Basic Utilities to Temporarily Portable Housing During Construction Operations.*

7. NEW CONSTRUCTION

		N	\$217,603
Modular Building Contract	\$140,393		
Add Casework & Sink	\$24,688		
Add VCT Walk-Off Area	\$1,848		
Add for Crane Set	\$4,900		
Design Contingency (15%)	\$25,774		
Allowance for Owner Furnished Work	\$20,000		

8A. UNCONVENTIONAL ENERGY
8B. SPECIAL ACCESS COMPLIANCE
8C. TECHNOLOGY ALLOWANCE

Total Construction (Lines 1B-8) \$507,603

9. ENVIRONMENTAL ABATEMENT

		\$0
<i>Include Estimated Cost for Hazardous Abatement.</i>		
Asbestos		
Lead		
PCB		
TOTAL	\$0.00	

10. AIR MONITOR/CLEARANCE

Include the Estimated Cost for Professional Services Engaged in Air Monitoring/Surveillance and Administration of Abatement Contracts. \$0

11. PROJECT MANAGEMENT - RGM KRAMER

		\$79,000
Fees	\$77,500.00	
Reimbursables	\$1,500.00	
Total	\$79,000.00	

12. OTHER

A. Labor Compliance

Include the Estimated Cost for Misc. Reimbursables/General Condition Costs. \$0

B. MOVING/STORAGE (District Expense) - Allowance

List the Estimated Costs for District Maintenance Staff or Outside Moving Company to Remove and Replace Furnishings and Supplies form Major Construction Areas, General Clean-up, Floor Waxing, Etc. \$0

C. UNDERGROUND UTILITY SEARCH - Allowance

Estimated Cost for Ultra Sonic Location Service.

D. TESTS

Construction Lab/Testing - Allowance	\$8,900
<i>Include the Cost for Testing Lab and Special Inspections as may be Required by the Structural Engineer or the Division of the State Architect.</i>	
Per Proposall from Wallace Kuhl	\$5,400.00
Allowance for Additonal Testing	\$3,500.00

E. INSPECTION **\$44,000**

Inspector of Record (IOR)	
<i>Include the Estimated Cost for Independent Inspector of Record (IOR) Fees.</i>	
Per Contract with CAS Inspections, Inc.	\$44,000

F. FURNITURE AND EQUIPMENT **\$27,500**

<i>Include the Cost for the Purchase of Furniture and Equipment.</i>	
Classroom Furniture	\$15,000
Technology Equipment	\$10,000
AV Equipment	\$2,500
Total	\$27,500

G. CONTINGENCIES **\$50,760**

<i>Include a Provision for Contingency.</i>		
Calculation:		
Architect Bid/Design	0%	\$0
Distict Project/C.O.	10%	\$50,760
Total		\$50,760