

Exhibit F15-01

Recommendation:
For Information Only

Fiscal Impact:
None

***CI C.10 Approve Job Descriptions: Maintenance Supervisor and Support Services Supervisor**

Comment:
The revised job descriptions for the Maintenance Supervisor and Support Services Supervisor are provided. These job descriptions have been approved by SSA.

Recommendation:
Recommend Approval

Fiscal Impact:
None

***CI C.11 Crespi Jr. High Emergency Repair Program Gym Wall Repair Contract Award**

Comment:
The District has received funding from the state Emergency Repair Program (“ERP”) to replace seriously deteriorated concrete wall areas of the gymnasium at the Crespi Jr. High site. The work includes concrete spall and crack repairs.

HY Architects prepared bid documents for the state-approved project. The District conducted a public bid process for the project. Bids were opened on April 1, 2010. Five Contractors submitted bids. They are as follows: Goldspring Construction \$260,997; NS Construction \$243,000; Pinguelo Construction \$243,000; Alpha Restoration \$206,850; and, Ionian Construction \$174,000. The lowest responsive, responsible bidder is Ionian Construction at \$174,000.

Recommendation:
Award contract to lowest responsive, responsible bidder

Fiscal Impact:
\$174,000. Funded by the Emergency Repair Program (“ERP”)

***CI C.12 DeAnza High School Main Campus Construction Project Award of Contract**

Comment:
The next step in the reconstruction of DeAnza High School is to complete the construction of the main campus buildings and site work. This project includes all core Classrooms, Administration, Library, Theater, Art, Special Education, and Support Spaces for the school. The project includes full site work and construction of all support system elements of the main campus areas. When the construction of the new campus is complete, the District will occupy the new buildings and this contract will also include the hazardous materials abatement and demolition of the existing DeAnza buildings with the site being rough-graded for the final phase of work. This project also includes a renewable energy system component. The

350 kw solar energy generating system is being bid as an alternate and based upon pricing and overall budget impacts staff make a recommendation for award.

DLM Architects has prepared plans and specifications for the DeAnza Main Campus project. The District conducted a public bid process for this project. **Bids were opened on April 13, 2010.** Staff will provide a recommendation for award at the meeting.

This item is being presented prior to the expiration of the 5 working day Bid Protest period. In consideration of this timing, and in order to expedite the project, the Board's action will be to authorize staff to issue the Notice of Award effective at the end of the Bid Protest period to the lowest responsive, responsible bidder. This award by staff will then be brought back for ratification at a future meeting.

Recommendation:

Authorize staff to issue Notice of Award upon successful completion of the Bid Protest period, to the lowest responsive, responsible bidder.

Fiscal Impact:

\$ _____, for the Base Bid and Bid Alternate #1 Renewable Energy System. Funded from the Measure J Bond.

***CI C.13 Portola Temporary Campus Small Projects Award of Contracts**

Comment:

The first steps in completing the construction of the Board-approved Temporary Campus for Portola Middle School at the lower pad are to prepare the site by demolishing and removing existing deteriorated modular buildings and to repair the previously installed main electric switchboard. The Board approved the disposition of the deteriorated buildings at the meeting of March 3, 2010.

Documents for the Portable Building Demolition and Site work and the Recondition of the Existing Electrical Switchgear were prepared and circulated under the Board-approved California Uniform Public Construction Cost Accounting Act ("CUPCAA") procedures. This included advertising in a Trade Journal and mailing notices of bids to Contractors ten days prior to opening bids. The District held on-site walk-throughs on March 24th and March 29th for the projects. Bids for the projects were opened on April 5, 2010. The bid results are as follows:

Portable Building Demolition	Kin Woo Constr. \$104,000
	Bohm Environmental \$64,624
The lowest responsive, responsible bidder is Bohm Environmental at \$64,624.	

Recondition of Electrical Switchgear	Kin Woo Constr. \$77,000
	R.A.N. Electric \$67,000
	Del Monte Electric \$41,892
The lowest responsive, responsible bidder is Del Monte Electric at \$41,892.	

Recommendation:

Award contracts to the lowest responsive, responsible bidders as noted.

SECTION 00530

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 15th DAY OF April, 2010, by and between the West Contra Costa Unified School District (“District”) and Wright Contracting Inc. (“Contractor”).

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of

PROJECT: De Anza High School Replacement Campus, Bid #J068194

for which the Drawings and Specifications are identified by the signature of the parties to this Agreement. It is understood and agreed that the Work shall be performed and completed as required in the Drawings and Specifications under the direction and supervision of, and subject to, the approval of the Superintendent of the District or its authorized representative.

2. **The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation Of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, this Agreement shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality material or workmanship control; a document calling for a higher quality and/or greater quantity shall control. The decision of the District in the matter shall be final.

4. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within (See Section 0530A for # of consecutive calendar days) ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of \$(Exact daily amount of liquidated damages provided in Section 00530A) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in achieving the required milestones (see Section 00530A, Milestone Dates and Liquidated Damages). It is hereby understood and agreed that this amount is not a penalty.
- In the event any portion of the liquidated damages are not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.
- The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

9. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type 'B' Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Labor Compliance Program / Payment of Prevailing Wages:** The District and/or its designee will be operating a labor compliance program on this Project pursuant to Labor Code section 1771.7. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

13. **Contract Price:** That, in consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price: Sixty Two Million Five Hundred Eight Thousand Dollars (\$62,508,000), in lawful money of the United States, which sum is to be paid according

to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract.

- 14. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.


IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

Wright Contracting, Inc.
P.O. Box 1270
Santa Rosa, CA 95402

DISTRICT

WEST CONTRA COSTA UNIFIED
SCHOOL DISTRICT

By: 
Mark Davis

By: 
Bill Fay

Title: President

Title: Assoc Superintendent

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF SECTION