



**OAKLAND UNIFIED SCHOOL DISTRICT**  
Office of the Board of Education

February 13, 2013

**TO:** Board of Education

**FROM:** Tony Smith, Ph. D, Superintendent,  
Jerry Johnson, Risk Management Officer  
Jacqueline Minor, General Counsel

**SUBJECT:** Authorizing Emergency Contracts for Water Damage  
and Abatement Repairs and Relocation Services at the  
District's Administration Building, 1025 2<sup>nd</sup> Avenue, Oakland

**ACTION REQUESTED:**

Approval of a Resolution NO. 1213-0091 authorizing the award of emergency contracts to **RESTORATION MANAGEMENT COMPANY AND COROVAN MOVING AND STORAGE** to commence the restoration and immediate repair at the 1025 2<sup>nd</sup> Ave, Administration Building site without giving formal notice for bids to let contracts. (Pub. Contract Code, § 22035) and directing that the emergency repair costs and expenses under the contracts with **RESTORATION MANAGEMENT COMPANY AND COROVAN MOVING AND STORAGE** which exceed the District's \$250,000 deductible be tendered to Keenan & Associates, the District's Insurance Broker of Record.

**DISCUSSION:**

Sometime during the night of January 7, 2013 a substantial water leak occurred on the top floor of the Oakland Unified School District's Administration Building ("Administrative Building"), located at 1025 2<sup>nd</sup> Avenue, causing excessive flooding on all four floors and significant damage to the entire structure.

As a result of this water damage, the Administrative Building requires immediate restoration and repair, including the replacement of flooring systems, extensive painting and wall repair, hazardous materials abatement and moving services.

The Oakland Unified School District is subject to the California Uniform Public Construction Cost Accounting Act (Pub. Contract Code § 22000, et seq., "CUPCCAA"), which requires that construction contracts of \$175,000 or more be formally and competitive bid. However, an exception to Pub. Contract Code § 22000 and the CUPCCAA competitive bidding requirements exists in cases of emergency when repair and/or replacements are necessary.

In cases of emergency, the Board of Education may proceed, pursuant to CUPCCAA, to immediately replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts.

Emergency work under CUPCCAA section 22035 must be done pursuant to the terms of Public Contract Code section 22050, and **requires a four-fifths vote of the Board**, before the District may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

**FISCAL IMPACT:**

Under the District's Self Insurance plan which is administered by Risk Management, the District will pay the first \$250,000 and thereafter the remaining emergency repair costs will be tendered to Keenan & Associates, the District's Insurance Broker of Record. The District maintains with Keenan a General Liability Policy: Coverage (including motor vehicle operation) with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

**RECOMMENDATION:**

Adoption of the resolution authorizing the award of emergency contracts with **RESTORATION MANAGEMENT COMPANY AND COROVAN MOVING AND STORAGE** to commence the relocation, restoration and immediate repair at the 1025 2<sup>nd</sup>. Ave, Administration Building site without giving formal notice for bids to let contracts (Pub. Contract Code, § 22035), and directing that the emergency repair costs and expenses which exceed the District's \$250,000 deductible be tendered to Keenan & Associates, the District's Insurance Broker of Record.

**ATTACHMENTS:**

- RESOLUTION NO. 1213-0091 AUTHORIZING EMERGENCY CONTRACTS WITH RESTORATION MANAGEMENT COMPANY AND COROVAN MOVING AND STORAGE FOR WATER DAMAGE, ABATEMENT REPAIRS AND RELOCATION SERVICES AT THE DISTRICT'S ADMINISTRATION BUILDING, 1025 2<sup>ND</sup> AVENUE, OAKLAND, CA
- Statement of Work with Restoration Services and Corovan Moving and Storage



**RESOLUTION  
OF THE  
BOARD OF EDUCATION  
OF THE OAKLAND UNIFIED SCHOOL DISTRICT  
NO. 1213-0091  
AUTHORIZING EMERGENCY CONTRACTS WITH RESTORATION MANAGEMENT  
COMPANY AND COROVAN MOVING AND STORAGE  
FOR WATER DAMAGE, ABATEMENT REPAIRS AND RELOCATION SERVICES AT THE  
DISTRICT'S ADMINISTRATION BUILDING  
1025 2<sup>ND</sup> AVENUE  
OAKLAND, CA**

**WHEREAS**, sometime during the night of January 7, 2013 a substantial water leak occurred on the top floor of the Oakland Unified School District's Administration Building ("Administrative Building"), located at 1025 2<sup>nd</sup> Avenue, causing excessive flooding on all four floors and significant damage to the entire structure; and

**WHEREAS**, as a result of this water damage, the Administrative Building requires immediate repair, including the replacement of flooring systems, extensive painting and wall repair, hazardous materials abatement and moving services; and

**WHEREAS**, the Oakland Unified School District is subject to the California Uniform Public Construction Cost Accounting Act (Pub. Contract Code § 22000, et seq., "CUPCCAA"), which requires that construction contracts of \$175,000 or more be formally and competitive bidding; and

**WHEREAS**, an exception to Pub. Contract Code § 22000 and the CUPCCAA competitive bidding requirements exists in cases of emergency when repair and/or replacements are necessary; and

**WHEREAS**, in cases of emergency, the governing board of the District ("Board") may proceed pursuant to CUPCCAA to immediately replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts (Pub. Contract Code § 22035); and

**WHEREAS**, an emergency is a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services (Pub. Contract Code, § 1102); and

**WHEREAS**, emergency work under section 22035 must be done pursuant to the terms of Public Contract Code section 22050; and

**WHEREAS**, section 22050 requires, in relevant part, that the following steps be taken:

- (1) Pursuant to a **four-fifths** vote of the Board, the District may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts;

- (2) Before taking any action pursuant to paragraph (1), the Board shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency;
- (3) If the Board orders any action specified above, the Board shall review the emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action;
- (4) When the Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and

**WHEREAS**, immediate action must be taken by the District at the Administrative Building site including, without limitation, the following repairs ("Repair Work"):

1. Relocating programs, activities and other uses at the Administrative Building site as necessary during the repairs;
2. Taking all actions required to make the Administrative Building site safe and secure to both preserve the property to the extent feasible and to prevent and minimize any possible injury to persons;
3. Repairing the building systems damaged by the excessive water intrusion so as to mitigate and prevent any adverse conditions that could cause damage to the District's facility and/or injury to District staff, students, teachers, other users of the Administrative Building site and members of the Public;
4. Procuring and/or performing other associated services and public works required to resume and continue the use of the Administrative Building; and

**WHEREAS**, the Repair Work must be performed without delay to respond to the emergency and to (1) mitigate any damage to the District's property at the Administrative Building Site and (2) minimize as quickly as possible the potential health and safety impact on District staff, visiting students, teachers, other users of the Administrative Building site, and the general public; and

**WHEREAS**, because of the requirement that Repair Work be done without delay, District staff must to direct firms to perform Repair Work related to the emergency without following formal bidding practices.

**NOW THEREFORE**, the governing board of the Oakland Unified School District hereby finds, determines, declares, orders, and resolves as follows:



1. That the above recitals are true and correct;
2. That there is an emergency as defined by applicable statute(s) ("Emergency");
3. That the Board of Education hereby finds that the Administration Building Repair Work must commence immediately and therefore will not permit the delays which would result from a competitive bidding process, and that approval of this resolution is necessary to respond to the Emergency;
4. That the Board of Education hereby resolves to execute contracts or change orders, as appropriate and as necessary with **RESTORATION MANAGEMENT COMPANY AND COROVAN MOVING AND STORAGE** to perform all Repair Work related to the Emergency, without further advertising for or inviting of bids, and to take all steps and perform all actions necessary to execute and implement those contracts;
5. That the Board of Education hereby resolves to execute contracts and change orders, as appropriate and as necessary, and to take all steps and perform all actions necessary to execute and implement those contracts with **RESTORATION MANAGEMENT COMPANY AND COROVAN MOVING AND STORAGE**;
6. That the Board of Education further directs that the emergency repair costs and expenses under the contracts with **RESTORATION MANAGEMENT COMPANY AND COROVAN MOVING AND STORAGE** which exceed the District's \$250,000 deductible be tendered to Keenan & Associates, the District's Insurance Broker of Record.
7. That District staff report on the status of this Emergency to the District's Board at the Board's next regularly scheduled Board meeting and at all subsequent regularly scheduled Board meetings until the Board terminates the Emergency action.

**PASSED AND ADOPTED by a four-fifths (4/5) vote** by the Board of Education of the Oakland Unified School District this 13<sup>th</sup> day of February, 2013, by the following vote, to wit:


AYES: Jody London, Gary Yee, Christopher Dobbins, Roseann Torres, James Harris, Vice President Jumoke Hinton Hodge, President David Kakishiba

NOES: None

ABSTAINED: None

#### **CERTIFICATION**

I, Edgar Rakestraw, Secretary of the Board of Education of the Oakland Unified School District, Alameda 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 13<sup>th</sup> day of February, 2013 with a copy of such Resolution being on file in the Office of the Board of Education of said District.

  
\_\_\_\_\_  
Edgar Rakestraw, Jr.

File ID Number: 13-0259  
Introduction Date: Feb 13, 2013  
Enactment Number: 13-0276  
Enactment Date: Feb 13, 2013  
By: E.R.



WATER, SMOKE & ENVIRONMENTAL SPECIALISTS

LIC # 765595/DOSH874

## BUDGET

Proposal Date: January 13, 2013                      Estimate Expires: 30days  
Client Name: Oakland Unified School District Phone: 925.250.0849  
c/o Rebecca Cingolani  
Street Address: 1025 2<sup>nd</sup> Avenue                      City: Oakland, CA Zip: 94606  
Project Name: OAK102UCA                      Administration Building – Water Damage Restoration

### Project Conditions

Thank you for allowing Restoration Management Company (RMC) the opportunity to propose on the environmental remediation portion of your work located at the aforementioned property. Following is the scope of work, inclusions and exclusions for the project. The proposal includes all labor, material, equipment and waste disposal.

### Scope of Work

#### **Water damage restoration services – Administration Building – Basement to 4<sup>th</sup> Floor – Interior soft demo and asbestos/lead abatement**

The following materials will be removed as – non-asbestos demolition and disposed as normal garbage per confirmation by Phoenix Environmental Testing:

- Brown vinyl sheet flooring and associated mastic
- Cloth covered/wallboard partition walls

Asbestos Abatement will include:

- 9x9 tile and mastics exposed and under sheet vinyl and carpeting
- wallboard and joint compounds
- 12x12 ceiling tiles with associated asbestos mastics on wallboard and concrete decks
- Vertical pipe insulation associated with heating

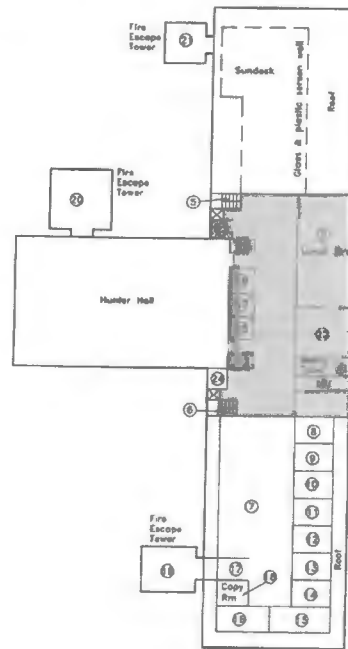
Lead Abatement will include:

- Loose and peeling paints

Doors and lighting will be removed and stored in rooms where taken down – if required as part of drying process.

#### **4<sup>th</sup> Floor – Source**

- 1) Remove floorings and cut wallboard 2' up from floor in hallway and offices/rooms from Stairway (5) South to Stairway (6) – approximately 2,300sqft of space. in hallway starting at North end Stairwell (5)
- 2) Allow approximately 7 days for completion - \$38,500.00

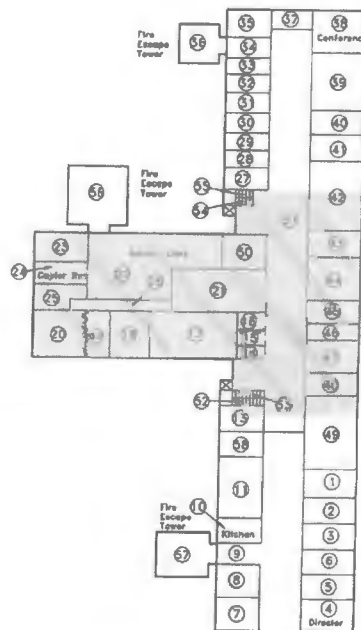


ADMIN BLDG (FOURTH FLOOR)



### 3rd Floor

- 1) Remove floorings, ceilings and full height walls in Admin Area West of Main hallway, Offices East of Main hallway and central hallway from stairwell (55) to Stairwell South (52) – approximately 5,200sqft
- 2) Scrape loose and peeling paints
- 3) Allow approximately 10 days for completion - \$54,400.00



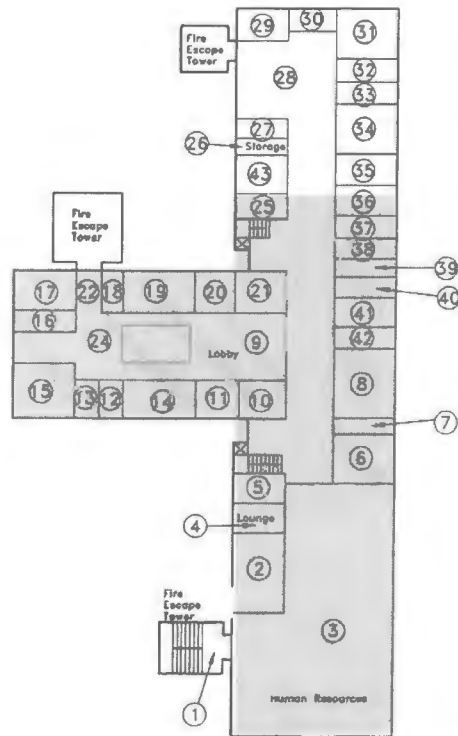
ADMIN BLDG (THIRD FLOOR)





## 2nd Floor

- 1) Remove floorings, ceilings and full height walls in Lobby Area and associated offices West of Main hallway, Offices East of Main hallway, Lounge, Human Resources and central hallway – approximately 7,300sqft
- 2) Scrape loose and peeling paints
- 3) Allow approximately 15 days for completion - \$97,800.00



ADMIN BLDG (SECOND FLOOR)



## 1st Floor

- 1) Remove floorings, ceilings and full height walls as showing wet by Infrared Camera in Public Areas, Administration, Offices, Accounting and associated offices West of Main hallway, Offices East of Main hallway, Lounge, and central hallway – approximately 7,300sqft
- 2) Scrape loose and peeling paints
- 3) Allow approximately 10 days for completion - \$68,000.00



ADMIN BLDG (FIRST FLOOR)



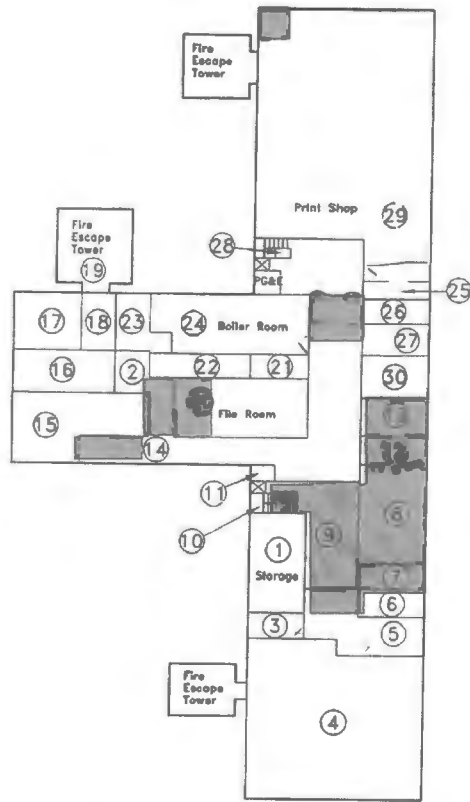
### Basement

- 1) Remove floorings in stairway landing area and East office - North to Haz-material and records room.
- 2) Remove East wall in file room and west wall in next office. Remove walls in records room – approximately 1,500sqft
- 3) Scrape loose and peeling paints
- 4) Allow approximately 5 days for completion - \$27,000.00

### Drain Elevator Pit

- 1) Remove hydraulic oil contaminated water and barrel for disposal – assumes 4' depth of water – 144cuft
- 2) Have barrels picked up and properly disposed - \$6,500.00

***\*Other areas may require additional work based on Infrared Readings by Project Manager during final inspections. This budget covers work that could be determined during the initial assessment phase – as water continues to travel – other areas may have become wet and materials delaminated – requiring additional removals not shown in this budget.***



ADMIN BLDG (BASEMENT)



- \*This is a budget – hours will be billed based on T&M rates for labor and equipment at Prevailing Wage
- \*Testing will be coordinated by RMC if requested and billed direct to District by Industrial Hygienist
- \*No reconstruction included in this estimate.

**Pricing**

Budget:

**\$292,200.00 Two Hundred Ninety Two Thousand Two Hundred Dollars & 00/100**

Payment Terms: Net 15 – In the event that amounts due Restoration Management Company (RMC) are not paid within thirty (30) days of the receipt by Owner of the invoice from RMC, a service charge may be due and owing on the unpaid balance.



### Terms and Conditions

- Owner shall provide all electricity, water and final air sampling at no additional cost to Restoration Management Company.
- Due to the nature of the abatement process, some residual tape damage may occur to walls and other surfaces. RMC shall not be held responsible for any damages to substrate, paint, wallpaper or moldings.
- Abatement areas will be considered off limits to all persons other than the abatement crew and their authorized agents. Proper signage will be posted around all areas.
- Work will be performed in accordance with all standards set forth by the EPA, OSHA, NIOSH and the AQMD.

### Exclusions

- Alterations and deviations must be confirmed in writing and shall be subject to the provisions of this estimate/contract. It is understood by all parties that alterations and deviations may require additional time and monies to complete the project.
- Performance shall be contingent upon delays due to fire, strike, weather, labor disputes, material availability, civil disturbances, and any other conditions beyond control of Restoration Management Company.
- In the event the project site is not freely and readily accessible to RMC personnel and equipment because of obstructions or circumstances beyond the control of RMC, we may withdraw from this estimate/contract and be released from all further obligations. In such an event that work has already commenced, RMC shall be entitled to payment of reasonable value of labor and/or materials supplied or purchased for the project to date of withdrawal. Contractor maintains salvage rights unless otherwise stated.

### Notice and Conditions

*Notice:* Failure by Contractor, without lawful excuse, to substantially commence work within twenty (20) days from the approximate date specified in this estimate/contract when work will begin is a violation of the Contractors' State License Law. You have the right to require the Contractor to have a performance and payment bond. If the acceptance of this estimate/contract is made at other than the premises at which Contractor or Owner normally operates the business, than you, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. This right to cancellation does not apply to emergency repair work if Owner, in writing, waives said right due to emergency.

Contractors are required by law to be licensed and regulated by the Contractors State License Board (CSLB) that has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board PO Box 26000 Sacramento, CA 95826.

State Law requires anyone who contracts to do construction work to be licensed by the Contractors State License Board in the License category in which the contractor is going to be working, if the total price of the job is \$500 or more including labor and materials.

**Contract Acceptance**

The aforementioned prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the work as specified. Payments will be made as outlined above.

By: \_\_\_\_\_ Generator ID#: \_\_\_\_\_

Date: \_\_\_\_\_ Tax ID#: \_\_\_\_\_

Sincerely,  
Restoration Management Company



David A. Sailer  
Division Manager

**Charlie Coiner**  
Account Executive  
Charlie Coiner  
Corovan  
650 Lenfest Rd.  
San Jose, CA 95133  
408-678-3200 x 1629  
ccoiner@corovan.com

Scope of Work and Hourly Billing Rate for Relocation due to the flooding of the Administration building at 1025 2<sup>nd</sup> Ave., Oakland CA 94606 to various locations within the district.

Provide manpower, trucks, equipment, and Supervision to assist Oakland Unified School District's efforts, in an emergency capacity, to remove all furnishings and employee contents due to the flooding of the Administration building at 1025 2<sup>nd</sup> Ave., Oakland CA 94606 to various locations within the district.

Corovan rates used as per past OUSD contracts:

Mover - \$25.00  
Driver/Truck - \$32.00  
Supervisor - \$32.00  
Project Manager - \$40.00  
Installer - \$27.50