

Board Office Use: Legislative File Info.	
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Introduction Date	9-24-2025
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education

From Denise G. Saddler, EdD, Interim Superintendent
Preston Thomas, Chief Systems & Services Officer

Board Meeting Date September 24, 2025

Subject Agreement Between Owner and Contractor – Mar Con Builders Inc. – Paul Robeson Building Project - Division of Facilities Planning and Management

Action Requested Ratification by the Board of Education of the Agreement Between Owner and Contractor by and between the District and **Mar Con Builders Inc., Oakland, California**, for the latter to provide continued related construction services which include, installing plywood and stucco window openings, temporary fencing, portable restroom, and power generator, for the **Paul Robeson Building Project**, pursuant to the Resolution No. 2425-0132.1B, in the not-to-exceed amount of \$225,000.00, the emergency work will commence on **August 26, 2025**, and expected to last until **October 15, 2025**.

Discussion Contractor was selected under an Emergency Contract, which no competitive bidding is required, in addition, this contract is authorized by the District's resolution to approve certain Emergency Contracts (Public Contract Code §§22035 and 22050.).

LBP (Local Business Participation Percentage) 50.0%

Recommendation Ratification by the Board of Education of the Agreement Between Owner and Contractor by and between the District and **Mar Con Builders Inc., Oakland, California**, for the latter to provide continued related construction services which include, installing plywood and stucco window openings, temporary fencing, portable restroom, and power generator, for the **Paul Robeson Building Project**, pursuant to the Resolution No. 2425-0132.1B, in the not-to-exceed amount of \$225,000.00, the emergency work will commence on **August 26, 2025**, and expected to last until **October 15, 2025**.

Fiscal Impact Fund 21-Building – Measure B

Attachments

- Contract Justification Form
- Board Resolution No. 2425-0132.1B & 2415-01321.A
- Agreement, including Exhibits
- Certificate of Insurance
- Routing Form



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every
Agenda Contract.

Legislative File ID No. 25-2142

Department: Facilities Planning and Management

Vendor Name: Mar Con Builders, Inc.

Project Name: Paul Robeson Building

Project No.: 25054

Contract Term: Intended Start: August 26, 2025

Intended End: October 15, 2025

Total Cost Over Contract Term: \$225,000.00

Approved by: Preston Thomas

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

The contractor was selected directly by the District.

Summarize the services or supplies this contractor or vendor will be providing.

The contractor will provide construction services, which includes, continued related construction services which include, installing plywood and stucco window openings, temporary fencing, portable restroom, and power generator, for the Paul Robeson Building Project, Per Resolution (2425-0132.1) approved by the BOE on June 25, 2025, declares an emergency and authorizes contracts for emergency construction services to secure, assess and evaluate the Paul Robeson Building.

Was this contract competitively bid? ☐ Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The contractor was selected directly based on their relevant experience and proven expertise. Their pricing was the most reasonable and cost-effective option for the district. Resolution (2425-0132.1) approved by BOE on 6/25/2025 which declares an emergency and allows procurement of emergency services.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☒ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Completion contract – *contact legal counsel to discuss if applicable*
- ☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- ☐ Energy service contract – *contact legal counsel to discuss if applicable*
- ☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- ☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- ☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- ☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Other: _____

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- Emergency contract (Public Contract Code §§22035 and 22050)

Memorandum:

Date: Aug 18, 2025

To: Mary Ledezma

CC: Preston Thomas, David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Memo - Various Sites - Emergency Construction Services

Greetings Ms. Ledezma -

Please see the LBU Memo below regarding the following project:

Project Name: Emergency Construction Services

Various Sites: Hillside Academy, Ralph Bunche Academy, Ethel Moore Memorial Building, Paul Robeson Building

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115, and in congruence with Public Contract Code section 22050 - The District staff may enter into one or more contracts for demolition and related construction services without competitive bidding in order to abate hazardous conditions at several vacant District-owned sites. In such cases deemed "Emergency Projects" - which pose imminent danger (e.g. fires, floods, earthquakes) or immediate threat to the health, safety, and welfare of Oakland residents, normal bidding procedures may be waived, and LBU modified from 50% - 0%.

Based on the implementation of BP7115 and Public Code 22050, it is recommended that the LBU requirements for the above referenced project be modified.

LBU Recommendation:

LBU Modification - Cumulative 50% - No SLBE Requirement

The LBU Requirement may be met with a modified **50% Cumulative Local Business Participation** - inclusive of Small Local Business Enterprise (SLBE) and/or Local Business Enterprise (LBE) Participation.

If you have any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **August 26, 2025**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **MAR CON BUILDERS, INC.** hereinafter called the “Contractor.”

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK.

The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the “Work”) described as: construction services, to provide labor, materials and equipment to install plywood and stucco window openings. Includes temporary fencing, power generator, portables restroom, site supervision, water truck and crane lift. Secure the lower floor and first floor window openings at the Paul Robeson Building, as further described in the Proposal, which is attached as Exhibit A to this Agreement, in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in the Paul Robeson Building Project all in strict compliance with Exhibit A and all other Contract Documents relating thereto.

This contract is subject to the District’s Project Labor Agreement, dated June 30, 2021, which is available to upload found by going to the OUSD home page: ousd.org > Offices and Departs > Facilities Planning & Management Department > Click Opportunities drop-down > Project Labor Agreement(PLA) is at the bottom.

ARTICLE II. CONTRACT DOCUMENTS.

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the “Contract Documents” which form the “Contract.” The Contractor and its subcontractors must use the Owner’s program software KAHUA, INC., for projects.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be fifty (50) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **August 26, 2025**, in which case the deadline for Completion would be **October 15, 2025**.

The site for the Contract will not be available to the Contractor for construction on the following dates: N/A. The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that \$500.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that \$500.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies

provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS NO/100 (\$225,000.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **FIFTY THOUSAND DOLLARS NO/100 (\$50,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other

consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

ARTICLE V. CHANGES.

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION.

The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES.

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE VIII. WORKING HOURS.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES.

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and

1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS.

The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000 per occurrence for bodily injury, personal injury and

property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT.

The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XV. BINDING EFFECT.

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS.

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order, signed by the parties

and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XIX. WRITTEN NOTICE.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION

The Owner requires Contractor to comply with the Governor’s March 4, 2022, Executive Order N-6-22 (“Order”) relating to any existing sanctions imposed by the United States government and the State of California in response to Russia’s actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

CONTRACTOR:
MARCON BUILDERS, INC.

DocuSigned by:
Signature: Marco Manriquez
DD2EF6D31860422...

Name: Marco Manriquez **Date:** 08/22/2025

(Chairman, Pres., or Vice-Pres. President _____
DocuSigned by:

Signature Marco Manriquez
DD2EF6D31860422...
Name: Marco Manriquez **Date:** 8/22/2025

(Secretary, Asst. Secretary, CFO, or Asst. Treasure) _____

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education **Date** _____

**Denise G. Saddler EdD, Interim Superintendent
and Interim Secretary, Board of Education**

Date

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Aug 29, 2025

Preston Thomas (Aug 29, 2025 11:48:41 PDT)

Preston Thomas, Chief Systems & Services Officer

Date

Approved As To Form:



8/28/2025

OUSD Facilities Legal Counsel

Date

829636
CALIFORNIA CONTRACTOR'S
LICENSE NO.

03/31/2027
LICENSE EXPIRATION DATE

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

Exhibit A

Agreement Between Owner and Contractor Over \$75,000 – Marcon Builders, Inc. – Paul Robeson Building Project - \$225,000.00
{SR799843}

COST PROPOSAL REQUEST

REV 1.7.2017 8/19/2025

ETHEL MOORE BUILDING DEMOLITION PROJECT # 25056

price #1	window lower level only	size	Qty	scope	additional scope
price #1	exterior metal stair case	5' x 5'	12	2-coat stucco over existing plywood	self furring 3.4 lath; 1-layer felt
price #1	window 3rd level; east elevation	3'-6"X5'-6"	1	remove. Cut flush to existing stucco	lift required; no scaffolding
price #1	window 3rd level; east elevation	3'-6"X5'-6"	1	install 5/8" plywood over 2x backing	plywood is missing; lift required
TOTAL COST #1 / Phase 1:				\$Excluded	

PAUL ROBESON BUILDING DEMOLITION PROJECT #25054

price #2	window on 1st floor	4' x 7'	10	2 coat stucco over existing plywood	self furring 3.4 lath; 1-layer felt
price #2	window on 1st floor	4' x 7'	20	2 coat stucco over new 5/8" plywood	2x backing; self furring 3.4 lath; 1-layer felt
price #2	window bottom level	3'-4" x 4' & misc	30	2 coat stucco over existing plywood	self furring 3.4 lath; 1-layer felt
price #2	window 1st floor	8' x 8'	8	2 coat stucco over existing plywood	self furring 3.4 lath; 1-layer felt
price #2	windows inside arched opening	see detail #2	6	install 5/8" plywood over 2x backing	
ASSUME REMOBILIZATION					see detail #2
TOTAL COST #2 / Phase 2:				\$175,000	

PAUL ROBESON BUILDING DEMOLITION PROJECT #25054

price #3	arched opening 2nd & 3rd floors (2 windows)	two 4' x 7'	80	install 5/8" plywood only	concrete anchors 24" oc; 3" depth min
ASSUME REMOBILIZATION					See detail #1
TOTAL COST #3 / Phase 3:				Excluded	

Price #4 OWNER CONTINGENCY

TOTAL COST #4	\$50,000
GRAND TOTAL	\$225,000

Notes

- 2-coat stucco (scratch and brown coats (3/4" thick); finish coat not required
- Concrete anchors are acceptable
- Owner will provide power from 120V outlet located across the street in the courtyard Dewey High School. Provide protective rubber traffic cover. Alternatively include cost of emergency generator.
- Owner will provide water from existing hose bib located across the street in courtyard of existing Dewey High School.
- Owner will provide use of existing restroom located across the street in the courtyard of Dewey High School. Security guard will provide access & supervise. Alternatively include the cost of portable restroom.
- Use lift equipment; Scaffolding is allowed as long as it's removed daily.
- Contractor is required to comply with the Project Labor Agreement. Letter of assent will be required. A meeting with the Alameda Trades Council will be scheduled
- Certified payroll must be submitted in ELATIONS. OUSD will coordinate access for upload.
- DIR # required. Prevailing wages apply.
- Provide temp fencing as necessary.
- Assume contractor will need to re-mobilized after phase 1.
- OUSD will post 2 security gvuard 24/7 during contruction work.



August 25, 2025

Jeanette Garcia
MAR CON BUILDERS, INC.
8108 A Capwell Drive
Oakland, CA 94621

RE: TYPE OF BOND: Performance and Payment Bond
BOND NO.: 070227273
OBLIGEE: Oakland Unified School District
DESCRIPTION: 1025 Paul Robeson Building Project
BOND AMT: \$225,000.00

Dear Jeanette,

We are pleased to enclose the bond you requested. The bond issued was based on the information provided. We suggest you check all the documents enclosed, including the Power of Attorney, signatures, dates, amounts, description, and any other attachments. Be sure to execute the bond with the proper signature and seal prior to filing it.

Any questions, please feel free to contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Natalie K. Trofimoff", written over a horizontal line.

Natalie K. Trofimoff
Account Manager

Enclosures

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 070227273

Premium: \$3,240.00

KNOW ALL MEN BY THESE PRESENTS that we, Mar Con Builders, Inc., as Principal, and The Ohio Casualty Insurance Company as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of two Hundred Twenty Five Thousand Only Dollars (\$ 225,000.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated August 26, 2025, for construction of

the 1025 Paul Robeson Building Project, located at 1025 Second Avenue, Oakland, (the "Contract"), Scope of work includes: to labor, materials and equipment to install plywood and stucco window openings. Includes temporary fencing, power generator, portables restroom, site supervision, water truck and crane lift. Secure the lower floor and first floor window openings at the Paul Robeson Building to help deter entry by trespassers. Per Resolution (2425-0132.1) approved by the BOE on June 25, 2025, declares an emergency and authorizes contracts for emergency construction services to secure, assess and evaluate the Paul Robeson Building.

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by

{SR798942} 1

Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 25th day of August, 2025, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

(Affix Corporate Seal)

Mar Con Builders, Inc.

(Corporate Principal)

8108A Capwell Drive
Oakland, CA 94621

(Business Address)

(Affix Corporate Seal)

The Ohio Casualty Insurance Company

(Corporate Surety)

175 Berkeley Street
Boston, MA 02116

(Business Address)

By: 

Natalie K. Trofimoff
Attorney-in-Fact

The rate of premium on this bond is \$14.40 per thousand.

The total amount of premium charged is \$3,240.00.

The above must be filled in by Corporate Surety.

{SR798942}2

OAKLAND UNIFIED SCHOOL DISTRICT
PAUL ROBESON BUILDING
PROJECT NO.:25054

PERFORMANCE BOND
DOCUMENT 00 61 00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

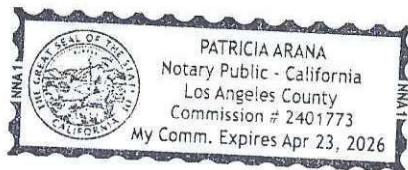
AUG 25 2025

On _____, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)



Signature: _____

Patricia Arana, Notary Public

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 070227273

Premium: Incl. w/Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Mar Con Builders, Inc., hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

the 1025 Paul Robeson Building Project, located at 1025 Second Avenue, Oakland, (the "Contract"), Scope of work includes: to labor, materials and equipment to install plywood and stucco window openings. Includes temporary fencing, power generator, portables restroom, site supervision, water truck and crane lift. Secure the lower floor and first floor window openings at the Paul Robeson Building to help deter entry by trespassers. Per Resolution (2425-0132.1) approved by the BOE on June 25, 2025, declares an emergency and authorizes contracts for emergency construction services to secure, assess and evaluate the Paul Robeson Building.

which said agreement dated August 26, 2025, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned The Ohio Casualty Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Two Hundred Twenty Five Thousand Only Dollars (\$ 225,000.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be

{SR798938} 1

OAKLAND UNIFIED SCHOOL DISTRICT
PAUL ROBESON BUILDING
PROJECT. NO.:25054

PAYMENT BOND
DOCUMENT 00 61 01

awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

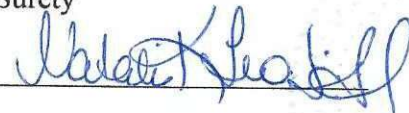
And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 25th day of August, 2025.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

Mar Con Builders, Inc.
Principal

The Ohio Casualty Insurance Company
Surety



By: Natalie K. Trofimoff
Attorney-in-Fact

The above bond is accepted and approved this ____ day of _____.

{SR798938}2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

On AUG 25 2025, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

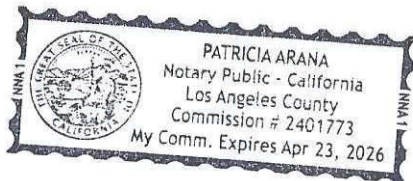
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature: _____

Patricia Arana, Notary Public





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213811-977459**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Autumn Stockton; C. K. Nakamura; Carlos A. Albelo; E. S. Albrecht, Jr.; Elizabeth Perison; Jessica Rosser; Lisa L. Thornton; Maria Pena; Natalie K. Trofimoff; Noemi Quiroz; Patricia S. Arana; S. Nicole Evans; Tim M. Tomko

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of April, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 14th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this AUG 25 2025 day of AUGUST.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Board Office Use: Legislative File Info.	
File ID Number	25-1314B
Introduction Date	8-27-2025
Enactment Number	25-1463
Enactment Date	8/27/2025 er



Memo (Bid Award)

To Board of Education

From Denise G. Saddler, EdD, Interim Superintendent
Preston Thomas, Chief Systems & Services Officer

Board Meeting Date August 27, 2025

Subject Resolution No. 2425-0132.1B, Declaring That The Need For Emergency Construction Services For The Repair of Dangerous Conditions At Various Sites Via Demolition of Existing Structures Continues to Exist

Action Requested Adoption by the Board of Education of **Resolution No. 2425-0132.1B** - Declaring an Ongoing emergency and authorizing District staff to enter into and continue existing contracts for emergency demolition, assessment and abatement services to remove dangerous conditions at Ralph J. Bunche Academy and Hillside Academy, and securing and evaluating the Paul Robeson Administration Building and Ethel Moore Memorial Building, for as long as these emergency conditions continue to exist.

Discussion An emergency exists that permits the District not to use competitive bidding. (Public Contract Code §§22035 and 22050.) To expedite the start of the repair work, District staff entered into various agreements as described into the resolution. The need to provide the emergency work until the next Board meeting remains, and conditions do not currently allow use of competitive bidding to complete the remaining repair work. (Public Contract Code §22050(c)(1) and (3).)

LBP (Local Business Participation Percentage) Waiver

Recommendation Adoption by the Board of Education of Resolution No. 2425-0132.1B - Declaring an Ongoing emergency and authorizing District staff to enter into and continue existing contracts for emergency demolition, assessment and abatement services to remove dangerous conditions at Ralph J. Bunche Academy and Hillside Academy, and securing and evaluating the Paul Robeson Administration Building and Ethel Moore Memorial Building, for as long as these emergency conditions continue to exist.

Fiscal Impact Fund 21 Building Fund, Measure B

Attachments

- Contract Justification Form
- Board Resolution No. 2425-0132.1B
- Agreement, and Scope
- Certificate of Insurance
- Routing Form

**RESOLUTION OF THE BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 2425-0132.1B

**DECLARING THAT THE NEED FOR EMERGENCY CONSTRUCTION SERVICES FOR THE
REPAIR OF DANGEROUS CONDITIONS AT VARIOUS SITES VIA DEMOLITION OF
EXISTING STRUCTURES CONTINUES TO EXIST**

WHEREAS, pursuant to Public Contract Code Section 22035(a), in cases of emergency when repair or replacements are necessary, the Oakland Unified School District's ("District") Board of Education ("Board") may proceed 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; and

WHEREAS, Public Contract Code Section 22050(a)(1) provides that in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, 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; and

WHEREAS, the District is the owner of several abandoned and unoccupied sites located within the District's boundaries, specifically the Paul Robeson Administration Building, Ethel Moore Memorial Building, Ralph J. Bunche Academy, and Hillside Academy (collectively referred to herein as the "Sites"); and

WHEREAS, on June 25, 2025, pursuant to Resolution No. 2425-0132.1, the District's Board of Education delegated to the District's Superintendent, and to the Chief Systems and Services Officer or their respective designees, the authority to take such action as necessary to procure the necessary equipment, services, and supplies to perform the Work without giving notice for bids to let contracts up to \$11,233,327 from Bond Measure Y. With respect to Ethel Moore and Paul Robeson only, the authorization only extended to contracting to secure the building, assessing and evaluating the building; and

WHEREAS, pursuant to the authority granted under Resolution No. 2425-0132, District staff entered into five separate contracts to address the emergency conditions at the Sites (collectively, the "Work"), including: (1) a contract with ACC Environmental Consultants ("ACC"; 25-1682) for supplemental asbestos and lead survey sampling in connection with the Ethel Moore Building Project, in the amount of \$30,287.50; (2) a second contract with ACC (25-1684) for supplemental asbestos and lead survey sampling in connection with the planned demolition of the Hillside at Castlemont Demolition Project in the amount of \$30,943.00; (3) a third contract with ACC (25-1686) for supplemental asbestos and lead paint survey with PCB sampling in connection with the Paul Robeson Project, in the amount of \$32,318.00; (4) a fourth contract with ACC (25-1687) for supplemental asbestos and lead paint survey with PCB sampling in connection with the planned demolition of the Ralph Bunche in the amount of \$53,319.20; (5) a contract with Asbestos Management Group (25-1735) for demolition of portables and buildings at Ralph J. Bunche Academy, and Hillside Academy, and related construction services, including abatement of hazardous materials in the amount of \$650,000.00; (6) a contract with Mar Con Builders to provide continued demolition and related construction services which includes, securing the lower floor window openings, temporary fencing and power generator in the amount of \$101,025; (7) a contract with Salas Obrien Engineers for preparation of a structural soundness report and cost estimations in the amount of \$24,790; (8) a contract with Deco Tech Systems, Inc. to provide installation of security cameras to monitor

the Paul Robeson and Ethel Moore buildings; (9) and a contract to amend the aforementioned contract with ACC (25-1687) to increase the contract amount from \$53,319.20 to \$133,304.20 to provide additional project management, site monitoring, sampling and air testing during contractor abatement activities for the Ralph J. Bunche Demolition Project.

WHEREAS, work for these contracts is anticipated to be completed on or before October 31, 2025 and the continuation of these contracts is necessary to fully abate the emergency conditions at the Sites; and

WHEREAS, the presence of hazardous, deteriorated, and unsecured structures at the Sites, coupled with ongoing vandalism, environmental hazards, and illegal activity, and the current state of these Sites continues to constitute an emergency as defined in Public Contract Code section 1102, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, and essential public services; and

WHEREAS, the Board is required by Public Contract Code section 22050(c) to 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; and

WHEREAS, in light of the continuing urgency to complete the demolition and removal work necessary to eliminate hazardous conditions and prevent further threats to the health and safety of the community, there is a need to continue the emergency action at the Sites;

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 the Board hereby finds and declares that the ongoing hazardous and unsecured conditions at the Sites, including deteriorated structures, environmental hazards, and illegal activity, continue to constitute an emergency as defined in Public Contract Code section 1102, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, and essential public services;
3. That, pursuant to Public Contract Code section 22050(c)(1), the Board has reviewed the emergency action authorized under Resolution No. 2425-0132 and determines that there continues to be a need to take immediate action to abate the emergency conditions at these Sites as described in that Resolution;
4. That the Board reaffirms its authorization for District staff to continue to procure the necessary equipment, services, and supplies for the demolition and removal of structures and improvements at the Sites, without giving notice for bids to let contracts, as permitted by Public Contract Code section 22050;
5. That District staff shall continue to report back at each regularly scheduled Board meeting on the status of the emergency and the progress of the Work until the emergency has been terminated and no further emergency action is necessary.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 27th day of August, 2025; by the following vote, to wit:

AYES: Rachel Latta, VanCedric Williams, Patrice Berry, Clifford Thompson, Vice President
Valarie Bachelor, President Jennifer Brouhard

NOES: None

ABSTENTIONS: None

ABSENT: Mike Hutchinson, Maximus Simmons (Student Director), Marianna Smith (Student Director)

RECUSED: None

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District, held on August 27, 2025.

Legislative File Info.	
File ID Number:	25-1314B
Introduction Date:	8/27/2025
Enactment Number:	25-1463
Enactment Date:	8/27/2025 er

OAKLAND UNIFIED SCHOOL DISTRICT



Jennifer Brouhard
President, Board of Education



Denise G. Saddler, Ed.D.
Interim Superintendent and Secretary, Board of Education

Board Office Use: Legislative File Info.	
File ID Number	25-1314A
Introduction Date	8-13-2025
Enactment Number	25-1237A
Enactment Date	8/13/2025 er



Memo (Non-Bid Award)

To	Board of Education
From	Denise Saddler, EdD, Interim Superintendent Preston Thomas, Chief Systems & Services Officer
Board Meeting Date	August 13, 2025
Subject	Resolution for the Declaration of An Ongoing Emergency Construction Services for the repair of dangerous conditions at various sites via demolition of existing structures continues to exist.
Action Requested	Adoption by the Board of Education of Resolution No. 2425-0132.1 – Declaring That The Need For Emergency Construction Services For The Repair Of Dangerous Conditions At Various Sites Via Demolition Of Existing Structures Continues To Exis, at the Paul Robeson Administration Building, Ethel Moore Memorial Building, Ralph J. Bunche Academy, and Hillside Academy (collectively referred to herein as the “Sites”).
Discussion	An emergency exists that permits the District not to use competitive bidding. (Public Contract Code §§22035 and 22050.) To expedite the start of the repair work, District staff entered the agreement effective July 10, 2025, thus requiring ratification by the Board. (Education Code §17604.) The need to provide the emergency repair work until the next Board meeting remains, and conditions do not currently allow use of competitive bidding to complete the remaining repair work. (Public Contract Code §22050(c)(1) and (3).)
LBP (Local Business Participation Percentage)	00.00%
Recommendation	Adoption by the Board of Education of Resolution No. 2425-0132.1 – Declaring That The Need For Emergency Construction Services For The Repair Of Dangerous Conditions At Various Sites Via Demolition Of Existing Structures Continues To Exis, at the Paul Robeson Administration Building, Ethel Moore Memorial Building, Ralph J. Bunche Academy, and Hillside Academy (collectively referred to herein as the “Sites”).
Fiscal Impact	Not To Exceed \$11,233,327.00
Attachments	- Contract Justification Form - Board Resolution No. 2425-0132.1 - Exhibit A

**RESOLUTION OF THE BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 2425-0132.1

**DECLARING THAT THE NEED FOR EMERGENCY CONSTRUCTION SERVICES FOR THE
REPAIR OF DANGEROUS CONDITIONS AT VARIOUS SITES VIA DEMOLITION OF
EXISTING STRUCTURES CONTINUES TO EXIST**

WHEREAS, pursuant to Public Contract Code Section 22035(a), in cases of emergency when repair or replacements are necessary, the Oakland Unified School District's ("District") Board of Education ("Board") may proceed 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; and

WHEREAS, Public Contract Code Section 22050(a)(1) provides that in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, 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; and

WHEREAS, the District is the owner of several abandoned and unoccupied sites located within the District's boundaries, specifically the Paul Robeson Administration Building, Ethel Moore Memorial Building, Ralph J. Bunche Academy, and Hillside Academy (collectively referred to herein as the "Sites"); and

WHEREAS, on June 25, 2025, pursuant to Resolution No. 2425-0132.1, the District's Board of Education delegated to the District's Superintendent, and to the Chief Systems and Services Officer or their respective designees, the authority to take such action as necessary to procure the necessary equipment, services, and supplies to perform the Work without giving notice for bids to let contracts up to \$11,233,327 from Bond Measure Y. With respect to Ethel Moore and Paul Robeson only, the authorization only extended to contracting to secure the building, assessing and evaluating the building; and

WHEREAS, pursuant to the authority granted under Resolution No. 2425-0132, District staff entered into five separate contracts to address the emergency conditions at the Sites (collectively, the "Work"), including: (1) a contract with ACC Environmental Consultants ("ACC"; 25-1682) for supplemental asbestos and lead survey sampling in connection with the planned demolition of the Ethel Moore Building Demolition Project in the amount of \$30,287.50; (2) a second contract with ACC (25-1684) for supplemental asbestos and lead survey sampling in connection with the planned demolition of the Hillside at Castlemont Demolition Project in the amount of \$30,943.00; (3) a third contract with ACC (25-1686) for supplemental asbestos and lead paint survey with PCB sampling in connection with the planned demolition of the Paul Robeson in the amount of \$32,318.00; (4) a fourth contract with ACC (25-1687) for supplemental asbestos and lead paint survey with PCB sampling in connection with the planned demolition of the Ralph Bunche in the amount of \$53,319.20; (5) a contract with Asbestos Management Group (25-1735) for demolition of portables and buildings at Ralph J. Bunche Academy, and Hillside Academy, and related construction services, including abatement of hazardous materials in the amount of \$650,000.00; (6) a contract with Mar Con Builders to provide continued demolition and related construction services which includes, securing the lower floor window openings, temporary fencing and power generator in the amount of \$101,025; (7) a contract with Salas Obrien Engineers for preparation of a structural soundness

report and cost estimations in the amount of \$24,790; and (8) a contract with Deco Tech Systems, Inc. to provide installation of security cameras to monitor the Paul Robeson and Ethel Moore buildings.

WHEREAS, work for these contracts is anticipated to be completed on or before October 31, 2025. The continuation of these contracts is necessary to fully abate the emergency conditions at the Sites.

WHEREAS, the presence of hazardous, deteriorated, and unsecured structures at the Sites, coupled with ongoing vandalism, environmental hazards, and illegal activity, and the current state of these Sites continues to constitute an emergency as defined in Public Contract Code section 1102, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, and essential public services; and

WHEREAS, the Board is required by Public Contract Code section 22050(c) to 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; and

WHEREAS, in light of the continuing urgency to complete the demolition and removal work necessary to eliminate hazardous conditions and prevent further threats to the health and safety of the community, there is a need to continue the emergency action at the Sites;

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 the Board hereby finds and declares that the ongoing hazardous and unsecured conditions at the Sites, including deteriorated structures, environmental hazards, and illegal activity, continue to constitute an emergency as defined in Public Contract Code section 1102, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, and essential public services;
3. That, pursuant to Public Contract Code section 22050(c)(1), the Board has reviewed the emergency action authorized under Resolution No. 2425-0132 and determines that there continues to be a need to take immediate action to abate the emergency conditions at these Sites as described in that Resolution;
4. That the Board reaffirms its authorization for District staff to continue to procure the necessary equipment, services, and supplies for the demolition and removal of structures and improvements at the Sites, without giving notice for bids to let contracts, as permitted by Public Contract Code section 22050;
5. That District staff shall continue to report back at each regularly scheduled Board meeting on the status of the emergency and the progress of the Work until the emergency has been terminated and no further emergency action is necessary.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 13th day of August, 2025; by the following vote, to wit:

AYES: Rachel Latta, VanCedric Williams, Patrice Berry, Clifford Thompson, Vice President

Valarie Bachelor, President Jennifer Brouhard

NOES: None

ABSTENTIONS: Mike Hutchinson

ABSENT: Maximus Simmons (Student Director), Marianna Smith (Student Director)

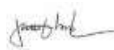
RECUSED: None

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District, held on August 13, 2025.

Legislative File Info.	
File ID Number:	25-1314A
Introduction Date:	8/13/2025
Enactment Number:	25-1237A
Enactment Date:	8/13/2025 er

OAKLAND UNIFIED SCHOOL DISTRICT



Jennifer Brouhard
President, Board of Education



Denise G. Saddler, EdD
Interim Superintendent and Secretary, Board of Education

EXHIBIT A

1. All structures and improvements within the yellow box in Figure 1 below located at 1025 2nd Ave, Oakland, CA 94606.
 - Alternate Name(s): Paul Robeson Building and Ethel Moore Annex
 - Area: 65,484 SF (1.5 acres)
 - General Plan (Zoning): Urban Residential



Figure 1

2. All structures and improvements within the yellow box in Figure 2 below located at 1240 18th St, Oakland, CA 94607.
 - Alternate Name(s): Ralph Bunche Academy
 - Area: 135,424 SF (3.11 acres)
 - General Plan (Zoning): Institutional



Figure 2

3. All structures and improvements as indicated within the yellow box in Figure 3 below located at 2369 84th Ave (marked in yellow in the Figure 3)
 - Alternate name: Hillside at Castlemont
 - Area: 116,290 SF (1.9 acres)
 - General Plan: Institutional



Figure 3



MARCON0003

MAXU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 10 Almaden Boulevard, Suite 650 San Jose, CA 95113	CONTACT NAME: Certificate Requests	
	PHONE (A/C, No, Ext): (408) 352-6700	FAX (A/C, No):
	E-MAIL ADDRESS: sjcertificates@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Company	19682
INSURED MAR CON Builders, Inc. DBA MAR CON Company 8108A Capwell Drive Oakland, CA 94621	INSURER B : Hartford Accident and Indemnity Company	22357
	INSURER C : Sentinel Insurance Company Ltd	11000
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	57 UEA BS9FJN	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			57 UEA BF4308 S5	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	57 WEA BS9FHZ	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Paul Robeson Building Project, 1111 Second Ave, Oakland, CA 94607

This cancels and replaces certificate issued on 08/22/25. Oakland Unified School District in Alameda County, Owner, its governing board, officers, agents, trustee, employees, and any other person or entity are included as Additional Insured as respects Liability arising out of operations (work) performed by or on behalf of the Named Insured in accordance with the policy provisions of the General Liability policy. The General Liability evidenced herein is Primary and Non-Contributory to other insurance available to the Additional Insured, but only in accordance with the policy provisions. Waiver of Subrogation applies as required by contract in accordance with the policy provisions of the General Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
955 High St
Oakland, CA 94604

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Paul Robeson Building Demolition	Site	001
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	☒ Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 ☒ Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	Mar Con Builders, Inc.	Agency's Contact		Marco Manriquez				
OUSD Vendor ID #	002712	Title		President				
Street Address	8108A Capwell Drive	City	Oakland	State	CA	Zip	94621	
Telephone	510-639-1914	Policy Expires						
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No			Worked as an OUSD employee? ☐ Yes ☒ No				
OUSD Project #	25054							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	8-26-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	10-15-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$225,000.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

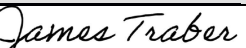
Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9658/9000	Fund 21, Measure Y	210-9658-0 9000- 8200-5830-001- 9180-9906-9999-25054	5830	\$225,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature	Date Approved			
2.	General Counsel, Facilities				
	Signature 	Date Approved	8/28/2025		
	Chief Systems & Services Officer, Facilities				
3.	Signature  Preston Thomas (Aug 29, 2025 11:48:41 PDT)	Date Approved	Aug 29, 2025		
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			