

Board Office Use: Legislative File Info.	
File ID Number	25-2435
Introduction Date	11-12-2025
Enactment Number	
Enactment Date	



Memo (Bid Award)

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Office, Division of Risk Management Department

Board Meeting Date November 12, 2025

Subject Change Order No. 1 Agreement Between Owner and Contractor – Asbestos Management Group – Ralph Bunche and Hillside School Sites Demolition Projects -Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor for Change Order No. 1 by and between the District and **Asbestos Management Group, San Leandro, CA**, for the latter of a deductive Change Order for work scope deletions in the amount of \$38,000.00, reducing the contract price from \$650,000.00 to \$612,000.00, and extending the term of the agreement from October 11, 2025, to December 31, 2025 (an additional 81 calendar days). All other terms and conditions of the Agreement remain in full force and effect.

Discussion This is a deductive Change Order.

LBP (Local Business Participation Percentage) 90.00%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor for Change Order No. 1 by and between the District and Asbestos Management Group, San Leandro, CA, for the latter of a deductive Change Order for work scope deletions in the amount of \$38,000.00, reducing the contract price from \$650,000.00 to \$612,000.00, and extending the term of the agreement from October 11, 2025, to December 31, 2025 (an additional 81 calendar days). All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21- Measure Y

Attachments

- Change Order
- Routing Form
- File ID – 25-1735

CHANGE ORDER 1

Owner: Oakland Unified School District
Project: Ralph Bunche & Hillside Building Demolition Project
School: Ralph Bunche & Hillside (at Castlemont)
Contractor: Asbestos Management Group
3438 Helen Street, Oakland, CA 94608

Change Order No.: 1

Date: September 15, 2025

DSA File No.: N/A

DSA Application No.: N/A

OUSD Project #: 25058 & 25059

Project Manager: Mary Ledezma

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORs OR PCOs, AND THE BACKUP DOCUMENTATION FOR THE CORs AND PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary):

This Change Order is for contract time-extension and deletion of scope of Work. Due to an arson fire at Ralph Bunche on 8/23/25, three portables were burned, one of which contained PCB sealants potentially causing release of PCBs. As a safety precaution & no fault of AMG, OUSD directed AMG to demobilize on 8/29/25.

PCB remediation will be performed by another contractor in compliance with Environmental Protection Agency (EPA) requirements. After PCB remediation and remaining asbestos abatement work is completed by another contractor, AMG will remobilize to complete contract scope including demolition of seven remaining portables, utility work and misc. site cleanup.

Scope Deletions (Total: **\$38,000**) are as follows:

Delete demo and disposal of one burned portable: (\$15,000)

Delete asbestos-containing floor tile in three portables: (\$12,000)

Delete demo and disposal of Gym concrete floor slab and footings: (\$8,000)

Delete demo and disposal of three cargo containers: (\$3,000)

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: (\$38,000.00)

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: 81 calendar days

Director Initials _____

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	<u>\$650,000</u>
Prior Change Orders:	\$0
Total Contract Price Prior to this Change Order	<u>\$650,000</u>
This Change Order's Adjustment:	<u>(\$38,000)</u>
Adjusted Contract Price (include all special and contingency allowances):	<u>\$612,000</u>

Current Change Order's Percentage of Original Contract Price: 5.85%

Total Change Orders' Percentage of Original Contract Price: 5.85%

NOTE: Any unspent allowance amounts (including any contingency allowance) shall be retained by the Owner at the end of the Contract. To process an allowance expenditure, use the Allowance Expenditure Directive form, which requires signatures of Contractor and Owner, but does not require Board approval.

SUMMARY OF ADJUSTMENTS TO COMPLETION DEADLINE:

Original contract completion deadline:	<u>October 11, 2025</u>
Time extensions granted in prior change orders:	+ <u>0</u> Calendar Days
Time extension granted in this change order:	+ <u>81</u> Calendar Days
Adjusted contract completion deadline:	= <u>December 31, 2025</u>

The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the written and signed approval of the Owner. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon signature by Contractor and approval by the Owner's governing body.

Approved: Architect of Record N/A Signature: Date:	Approved and Agreed: General Contractor <i>Brent Bates, Pres.</i> Print Name: <i>[Signature]</i> Signature: <i>9/22/25</i> Date:	Approved and Agreed: <i>[Signature] for Preston Thomas</i> Chief of Systems & Services Officer <i>9/29/25</i> Date:
Approved as to Form: OUSD Facilities Counsel <i>James Traber</i> Date: 10/13/2025		

319-661/7106499.1

CHANGE ORDER REQUEST

No. 1

PROJECT: Ralph Bunche Building Demolition Project
Ralph Bunche School

DATE: OCTOBER 8, 2025

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

DSA FILE NO.: N/A

CONTRACTOR: ASBESTOS MANAGEMENT GROUP

DSA APP NO.: N/A

3438 Helen Street, Oakland, CA 94608

OUSD PROJECT #: 25058

PROJECT MANAGER: Mary Ledezma

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): This COR (1) is for contract time-extension and deletion of scope of Work. Due to an arson fire at Ralph Bunche on 8/23/25, three portables were burned, one of which contained PCB sealants potentially causing release of PCBs. As a safety precaution & no fault of AMG, OUSD directed AMG to demobilize on 8/29/25. PCB remediation will be performed by another contractor in compliance with Environmental Protection Agency (EPA) requirements. After PCB remediation and remaining asbestos abatement work is completed by another contractor, AMG will remobilize to complete contract scope including demolition of seven remaining portables, utility work and misc. site cleanup.

Scope Deletions (Total: \$38,000) as follows:

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Delete demo and disposal of Gym concrete floor slab and footings: (\$8,000)

Delete demo and disposal of three cargo containers: (\$3,000)

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT TIME: 81 calendar days

PROPOSED ADJUSTMENT TO CONTRACT PRICE: (\$38,000)

REASON FOR REQUEST (check one or more):

- ☒ Unforeseen Conditions
☐ Direction by Government Agency
☐ Owner Requested
☐ Design Omission
☐ Design Error
☐ Other: _____

CERTIFICATION

I, Andres Arce, declare the following:

Asbestos Management Group has contracted with Oakland Unified School District for the Ralph Bunche Building Demolition Contract. Asbestos Management Group authorized me to prepare the attached Change Order Request ("COR") time extension for Oakland Unified School District regarding this Contract (such COR or AER being dated October 8, 2025 and entitled Change Order Request 1 and requesting (\$38,000) and 81 additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at Asbestos Management Group regarding this COR or AER.

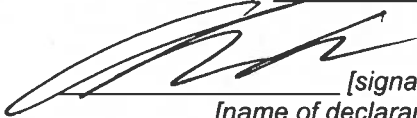
The attached COR or AER complies with all laws applicable to submission of a COR or AER, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or Asbestos Management Group.

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that Oakland Unified School District is responsible under its Contract with Asbestos Management Group.

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for Asbestos Management Group) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR or AER submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR or AER on that basis; and that unless Contractor properly and timely files the COR or AER with the certification, Contractor cannot further pursue the COR or AER in any forum and all rights to additional money or time for the issues covered by the COR or AER are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed October 8, 2025, at Oakland, California.



[signature]

[name of declarant]

Andres Arce

319-661/7106498.1

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Ralph Bunche Site & Hillside School Site Demolition Project	Site	306
Basic Directions			
Services cannot be provided until the contract is awarded by the Board <u>or</u> 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		

Contractor Information

Contractor Name	Asbestos Management Group	Agency's Contact	Jon Engquist			
OUSD Vendor ID #	008462	Title	President			
Street Address	2161 Adams Ave	City	San Leandro	State	CA	Zip 94577
Telephone	510-777-1100	Policy Expires				
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No		Worked as an OUSD employee? ☐ Yes ☒ No			
OUSD Project #	25058 & 25059					

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	7-14-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-31-2025

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ -38,000.00
Other Expenses		Requisition Number	

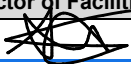
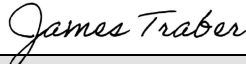
Budget Information

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	210-9658-0-9000-8200-5830-223-9180-9906-9999-25058	5830	\$-38,000.00

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 of Facilities				
	Signature 		Date Approved		
	Sele Nadel-Hayes (Oct 17, 2025 10:40:13 PDT)				
2.	OUSD Counsel, Facilities				
	Signature 		Date Approved	10/13/2025	
3.	Chief Systems & Services Officer,				
	Signature 		Date Approved	10/14/2025	
	Preston Thomas (Oct 14, 2025 09:54:20 PDT)				
4.	Chief Financial Officer				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature		Date Approved		

Agreement
File ID No.25-1735

Board Office Use: Legislative File Info.	
File ID Number	25-1735
Introduction Date	8-13-2025
Enactment Number	25-1369
Enactment Date	8/13/2025 CJH



Memo (Bid Award)

To Board of Education

From Denise Saddler, EdD, Interim Superintendent
Preston Thomas, Office, Division of Risk Management Department

Board Meeting Date August 13, 2025

Subject Ratification of the Agreement Between Owner and Contractor – Asbestos Management Group – Ralph Bunche and Hillside School Sites Demolition Projects -Division of Facilities Planning and Management

Action Requested Ratification by the Board of Education to the Agreement Between Owner and Contractor by and between the District and **Asbestos Management Group, San Leandro, CA.**, for the latter to provide demolition of portables including abatement of hazardous materials for the **Ralph Bunche School Site and Hillside School Site**. This agreement is authorized under the Emergency Construction Services Resolution No. 2425-0132.1, in the not-to-exceed amount of **\$650,000.00**, with the work scheduled to commence on **July 14, 2025**, and expected to last until **October 11, 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) 90.15%

Recommendation Ratification by the Board of Education to the Agreement Between Owner and Contractor by and between the District and Asbestos Management Group, San Leandro, CA., for the latter to provide demolition of portables including abatement of hazardous materials for the Ralph Bunche School Site and Hillside School Site. This agreement is authorized under the Emergency Construction Services Resolution No. 2425-0132.1, in the not-to-exceed amount of \$650,000.00, with the work scheduled to commence on July 14, 2025, and expected to last until October 11, 2025.

Fiscal Impact Fund 67, Self-Insurance Fund From

Attachments

- Contract Justification Form
- Board Resolution No. 2425-0132
- Agreement, Bonds, and Scope
- Certificate of Insurance
- Routing Form



CONTRACT JUSTIFICATION FORM
**This Form Shall Be Submitted to the Board Office With Every
Agenda Contract.**

9Legislative File ID No. 25-1735

Department: Facilities Planning & Management

Vendor Name: ASBESTOS MANAGEMENT GROUP OF CALIFORNIA INC.

Project Name: Ralph Bunche School **Project No.:** 25058
Hillside Site at Castlemont **Project No.:** 25059
Emergency Demolition Repairs

Contract Term: Intended Start: July 14, 2025

Intended End: October 11, 2025

Total Cost Over Contract Term: \$650,000.00

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 District received quotes from three contractors and selected Asbestos Management Group as the lowest responsive and most cost-effective option.

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

This vendor will provide Demolition services including abatement of hazardous materials.

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 District received quotes from three contractors and selected Asbestos Management Group as the lowest responsive and most cost effective option

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:

- The Fire damage happened 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. (Public Contract Code [“PCC”]§ 1102.)
- The emergency did not permit a delay that would have resulted from competitive bidding. (PCC§22050(a)(2).)
- The contract is necessary to respond to the emergency. (PCC§22050(a)(2).)



Oakland Unified School District
L/SL/RBE Verification
Calculations & Analysis Worksheet

Site: Various Sites
Project Name: Emergency Demo Project
Project Number: 25058 & 25059

Submittal From		Prime/Sub	Proposed S/LBE Status	LBP Credit Given	Proposed L/SL/RBE Contract Amount	Proposed Contract %	Minimum LBU Requirement Met	LBU Bid Discount (% and Dollar Amount)	Notes					
Asbestos Management Group (AMG)	AMG		LBE	LBE	\$550,000.00	83.33%	NO		City of Oakland - LBE Confirmed LBE Credit Given					
	CPM		SLBE	n/a	\$65,000.00	0.00%			No LBU Credit - Firm Outside of Geographic Location (Oakland)					
	A-1 Trucking		SLBE	LBE	\$45,000.00	6.82%			Alameda County - SLBE Confirmed LBE Credit Given					
						0.00%								
						0.00%								
	Total Proposed Contract Amount:					\$660,000.00								
	Total Proposed LBU Participation:					\$660,000.00		90.15%	0.00%	SLRBE %	0.00%	SLBE %	0.00%	LBE %
Base Bid (With Discount)					\$660,000.00		\$0.00	This firm does not meet the minimum OUSD LBU requirements.						
Bayview Environmental	Bayview Environmental		LBE	LBE	\$1,932,366.00	100.00%	NO	0.00%	City of Oakland - LBE Confirmed LBE Credit Given					
						0.00%								
						0.00%								
						0.00%								
						0.00%								
	Total Proposed Contract Amount:					\$1,932,366.00		0.00%						
	Total Proposed LBU Participation:					\$1,932,366.00		100.00%	\$0.00	SLRBE %	0.00%	SLBE %	0.00%	LBE %
Base Bid (With Discount)					\$1,932,366.00			This firm does not meet the minimum OUSD LBU requirements.						

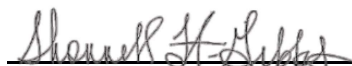
LBU Justification

- ☒ **Full LBU Requirement:** The minimum local business utilization requirement of 50% is applicable for this contract. Firms must meet the entire 25% SLBE/SLRBE or more requirement and can utilize up to 25% LBE participation.
- ☐ **LBU Modification** - Based on the availability analysis conducted for this specific RFP/Q, the District is waiving the entire 25% SLBE/SLRBE requirement. The minimum local business utilization requirement of 50% is applicable for this RFP/Q and can be met with 50% cumulative local business participation utilization (inclusive of SLBE and/or LBE participation.)
- ☐ **LBU Reduction** - Based on the availability analysis, the LBU Requirement may be met with a modified 25% Cumulative Local Business Participation - inclusive of Small Local Business Enterprise (SLBE) and/or Local Business Enterprise (LBE) Participation.
- ☐ **LBU Complete Waiver** - The District is waiving the entire 50% LBU participation requirement. Firms are not required to meet the 25% SLBE/SLRBE or 25% LBE requirement for this contract.

Responsive:
Based on the LBU Participation Worksheet, the Compliance Team finds the following firms responsive and eligible for contract award.

Non Responsive:
Based on the LBU Participation Worksheet, the Compliance Team finds the following firms nonresponsive and ineligible for contract award.

Asbestos Management Group (AMG)
Bayview Environmental


Approval - LBU Compliance Officer


Prepared by 360 Total Concept
LBU Calculations - Ralph Bunche & Hillside - Emergency Demo Project - [07.2025]
Construction Services
(18)

7/7/2025

Prepared by 360 Total Concept

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **July 14, 2025**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **ASBESTOS MANAGEMENT GROUP OF CALIFORNIA INC. DBA AMG** 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”) 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 Ralph Bunche School Site, Hillside at Castlemont High School Demolition Projects, located at, 1240 18th Street Oakland, CA 94607 & 8601 MacArthur Blvd., Oakland, CA 94605,

all in strict compliance with the plans, drawings and specifications therefore prepared by

OUSD, 955 High Street, Oakland, California, 94601, 510-535-7044,

and 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 eighty-nine (89) 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 **July 14, 2025**, in which case the deadline for Completion would be **October 11, 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 \$1,000.00 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 \$1,000.00 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 **SIX HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 (\$650,000.00)** 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 **ONE HUNDRED THOUSAND DOLLARS AND NO/100 (\$100,000.00)** 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:

ASBESTOS MANAGEMENT GROUP INC. dba AMG

Signature: _____

Name: Armen Arak

Date: _____

(Chairman, Pres., or Vice-Pres. _____)

Signature _____

Name: _____

Date: _____

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

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard
Jennifer Brouhard, President, Board of Education

8/14/2025

Date

Saddler

Denise Gail Saddler

8/14/2025

Denise ~~Sadler~~, EdD, Interim Superintendent
and Interim Secretary, Board of Education

Date

Preston Thomas
Preston Thomas (Jul 11, 2025 16:00 PDT)

07/11/2025

Preston Thomas, Chief Systems & Services Officer

Date

Approved As To Form:

James Traber

07/11/2025

OUSD Facilities Legal Counsel

Date

586844

CALIFORNIA CONTRACTOR'S
LICENSE NO.

01/31/2026

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.

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

Project **Ralph Bunche Demolition Project #25058**
Project: **Hillside (at Castlemont) Demolition Project #25059**

Date: Thursday, July 3rd 2025

Time: _____

Project Mgr: Mary Ledezma

Architect: _____

Signature of Witness to Bid

Signature of Bid Opener *Myken*

Company:	Bayview Environmental	Base Bid:	\$1,832,366.00	Required Day of Bid:		
Address:	6925 San Leandro Street	Allowance:	\$100,000.00	Signed Bid Form	X	
City/State:	Oakland, Ca 94621	TOTAL:	<u>\$1,932,366.00</u>	Addendum Acknow.	X	
Phone:	510.504.0445	Alternates:		Bid Bond	X	
Fax:				Non-Collusion	X	
				Iran Contracting Certification	X	
				Site Visit Certification		
			<u>Time Submitted</u> 2pm	<u>Date Submitted</u> 7/3/2025	Contractor's Sub List	X
					Debarment Suspension & Schd Z	
					Local Business Participation Form	X
			<u>Time Opened</u> 2pm	<u>Date Opened</u> 7/3/2025	DVBE Forms	X

Company:	D-Line	Base Bid:		Required Day of Bid:	
Address:	2744 East 11th Street	Allowance:		Signed Bid Form	
City/State:	Oakland, Ca 94601	TOTAL:		Addendum Acknow.	
Phone:	510.947.7172	Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
			<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
	NO BID			7/3/2025	Contractor's Sub List
					Debarment Suspension & Schd Z
			<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form
			2pm	7/3/2025	DVBE Forms

Company:	AMG	Base Bid:	\$550,000.00	Required Day of Bid:		
Address:	3438 Helen Street	Allowance:	\$100,000.00	Signed Bid Form	X	
City/State:	Oakland, Ca 94608	TOTAL:	\$650,000.00	Addendum Acknow.	X	
Phone:	510.715.0061	Alternates:		Bid Bond	X	
Fax:				Non-Collusion	X	
				Iran Contracting Certification		
			<u>Time Submitted</u> 5pm	<u>Date Submitted</u> 7/2/2025	Site Visit Certification	X
					Contractor's Sub List	X
					Debarment Suspension & Schd Z	
			<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	X
			2pm	7/3/2025	DVBE Forms	

Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:		Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
			<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
					Contractor's Sub List
					Debarment Suspension & Schd Z
			<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form
					DVBE Forms

BID FORM
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT

Facilities Planning and Management
955 High Street, Oakland, CA 94601

Dear Board Members:

The undersigned, doing business under the firm name of Asbestos Management Group hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Ralph Bunche Demolition Project #25058 and Hillside Demolition Project #25059**

The Contract Documents were prepared by OUSD Facilities Department

Bid Amount (Base Bid):

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment and services for the amount of:

One hundred twenty thousand	Dollars	\$ 120,000.00
<i>Bid Amount for Ralph Bunche Demolition Project</i> <i>90 calendar days</i>		
Four hundred thirty Thousand	Dollars	\$ 430,000.00
<i>Bid Amount for Hillside Demolition Project</i>		
One Hundred Thousand Dollars <i>Owner Contingency Allowance</i> <i>60 calendar days</i>		\$100,000
Six Hundred Fifty Thousand	Dollars	\$ 650,000.00
<i>Total Base Bid Amount</i> <i>150 calendar days</i>		
<i>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</i>		

OAKLAND UNIFIED SCHOOL
DISTRICT
RALPH BUNCH DEMOLITION
PROJECT NO. 25058
HILLSIDE DEMOLITION PROJECT
NO. 25059

ADDENDUM#1 6-9-2025

BID FORM
DOCUMENT 00 J1 01-1

Miscellaneous:

The low bid shall be determined as described in the Notice to Bidders.

The undersigned certifies to the best of its knowledge and belief that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract certifies that this vendor does not appear on the Excluded Parties List.

<https://www.sam.gov/portal/public/SAM>

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned declares that it has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

AMG 3438 Helen Street Oakland

Our Public Liability and Property Damage Insurance is placed with:

Woodruff Sawyer

Our Workers' Compensation Insurance is placed with:

Woodruff Sawyer

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. 1 Date Addendum No. 6/9/25 _Date

Addendum No. 2 Date Addendum No. 6/27/25 _Date

OAKLAND UNIFIED SCHOOL
DISTRICT
RALPH BUNCH DEMOLITION
PROJECT NO. 25058
HILLSIDE DEMOLITION PROJECT
NO. 25059

ADDENDUM# 1 6-9-2025

BID FORM
DOCUMENT 00 31 01-2

Addendum No. 3 Date June 30 2025 Addendum No. _ Date ____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and 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. Bids by corporations must be signed 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 officers signing on behalf of a corporation shall be furnished with the bid.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name: Asbestos Management Group_____

Title: ~~Project Manager~~_____

Signature: _____

Name of Company as Licensed in California: _____

Business Address: 3438 Helen Street Oakland, CA 94608_____

Telephone Number: 510-715-0061_____

California Contractor License No.: 586844_____

Class and Expiration Date: 1/30/26_____

Public Works Contractor Registration No.: 1 0 0 0 0 3 6 6 _____

OAKLAND UNIFIED SCHOOL
DISTRICT
RALPH BUNCH DEMOLITION
PROJECT NO. 25058
HILLSIDE DEMOLITION PROJECT
NO. 25059

ADDENDUM# 1 6-9-2025

BID FORM
DOCUMENT 00 31 01-3

Scope of Work – Bid Drawings

**RALPH BUNCHE DEMOLITION PROJECT N0. 25058
1240 18th Street, Oakland, Ca.**

June 5, 2025

**Facilities Planning & Management
Oakland Unified School District
955 High Street, Oakland Ca.**

General Notes:**Refer to 11 x 17 bid drawing sheet A-13 (1 sheet) for reference to these notes:**

1. Contractor shall contract with a professional utility locator to survey & mark underground utilities: power, gas, water, sanitary sewer and storm pipes prior to demolition.
2. Refer to 1962 (portables) and 1975 (gymnasium) asbuilt drawings.
3. Unless otherwise noted, remove & dispose of all exposed piping and conduits running above ground includes (electrical conduits, gas, water, sewer). Cut & abandon 6" below ground and backfill with soil.
4. Remove all utility boxes visible from the ground (electrical, gas, water, sanitary sewer, sanitary sewer cleanouts, etc). Cut pipes and abandon 12" below grade and backfill with soil.
5. There are two (2) 5-foot-wide utility easements for sanitary sewer and storm drainage. Protect from running over with heavy equipment.
6. Asbestos & lead abatement and other haz mat removal per ACC survey and specs to be issued in Addendum #1.
7. Dispose of all loose trash, debris, planters and furnishings scattered inside and outside of buildings.
8. Buildings contain gas furnaces to be remove and disposed. Contractor shall vent pipes to release any residual gas prior to removal
9. Remove overgrown grasses and weeds throughout site.
10. All trees are to remain including two palm trees.
11. Remove fixed benches 2-3 total. Cut posts to ground level; concrete footings to remain.
12. BLANK
13. Water pollution control: During the rainy season (October 1st thru May 1st) use best practices to implement erosion and sediment controls prior to construction activity that may produce run-off.
14. Cover all stockpiled construction debris with tarp and soil to prevent air borne dust and run-off.

Sheet Notes:**Refer to 11 x 17 bid drawing sheet A-13 (1 sheet) for reference to these notes:**

1. Demolish portable buildings (28 total) supported by wood sleepers & concrete supports.
2. Demolish gymnasium building and concrete foundation.
3. Demolish raised walkways and roof canopies: remove associated concrete ramps, concrete steps, pipe railings, chainlink guard railing, steel pipe columns, misc. concrete, etc.
4. Dispose of three (3) cargo containers.
5. Dispose of existing trash containers
6. Remove and dispose of trash compaction equipment and chainlink fence enclosure
7. Protect two (2) palm trees to remain

8. Protect live PG&E's high voltage transformer
9. Remove and dispose of main distribution electrical panels and switchgear cabinet. Breakers, wires, meters have already been removed by others. The panels and cabinets are empty. Remove concrete pad. Note: There are two 4" dia. empty conduits routed (approx. 36" underground) from the PG&E transformer and stubbed up to the switchgear cabinet. Pothole, cut and cap both conduits below grade inside a new electrical utility box. Wires have already been pulled by others.
10. Protect PG&E power pole. This pole is not providing any services to project site.
- 10a. Protect PG&E pole. This pole has overhead low voltage cabling running to portable building. Contractor shall cut and wrap cabling and secure to pole.
11. Remove flagpole. Concrete footing to remain.
12. Existing mature plants this side are to remain (8 total). Protect as necessary during demolition.
13. BLANK
14. BLANK
15. Remove and dispose of two basketball poles. Concrete footings to remain.
16. Existing asphalt paving to remain.
17. Cut and remove irrigation backflow units in the lawn area facing 19th street.
18. PG&E's 4" gas main pipe is routed underground approx. 10 feet from gas shutoff in sidewalk to the exposed upright pipe inside fenced enclosure. This portion is pressurized. Protect exposed upright during demolition. Gas Meter Equipment has been removed.
19. Existing 4" gas meter box in sidewalk.
20. Existing 3" domestic water meter box in sidewalk.
21. Pothole and cap domestic water pipe inside new utility box 12" inside property line. Shown with a red dot.
22. Pothole and cap sanitary sewer pipe serving the gymnasium building at least 12" to 24" at connection to existing main sewer pipe that's located in the easement. Approx. location shown is per asbuilts dwgs. Shown with a solid red dot.
23. Pothole and cap sanitary sewer pipe serving the portables at least 12" to 24" at connection to existing main sewer pipe that's located in the 5-foot-wide easement. Approx. location shown is per asbuilt dwgs. Shown with a solid red dot.
24. Pothole and cap storm drainpipes 12" to 24" at connection to existing main storm pipe that's located in the 5 foot wide easement serving the gymnasium building. Several points of connections are shown in the asbuilt dwgs. Shown with a solid red dot.
25. Protect existing chainlink fencing and gates to remain around perimeter of site.
26. Provide new 8-foot high chainlink fencing on 19th Street to secure site. Set posts in 4 foot deep concrete footings. Total of 170 LF.

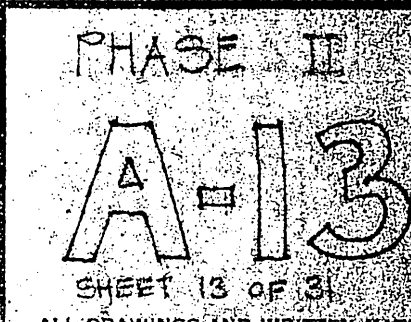
26a. Provide new 6-foot high chainlink fencing on 18th Street to secure site (106 LF). Set posts in 3 foot deep concrete footings.

27. Storm catch drains and underground piping to remain serving site (except for the gymnasium see sheet note #24). Protect all catch drain inlets with hay rolls and filter fabric. Cover with plywood during demolition to prevent debris from falling inside. Two (2) catch drains are located inside the 5-foot utility easement. Note: A few pipe downspouts (facing 19th Street) run below grade and connect to the storm system under the lawn area along 19th street.

APPENDIX

- RALPE BUNCHE BID DRAWING (ONE SHEET A-13) 6/5/2025
- HAZARDOUS MATERIAL ABATEMENT SURVEY & SPECS BY ACC ENVIRONMENTAL TO BE ISSUED IN ADDENDUM #1
- RALPH BUNCHE 1962 PORTABLE ASBUILT DRAWINGS
- RALPH BUNCHE 1975 GYMNASIUM BUILDING ASBUILT DRAWINGS

END OF DOCUMENT



INFORMATION FOR REVISION OF 3-77 WAS TAKEN FROM FD 192 PAGES 36-42 ; F.D. 193 PAGE 34 AND CITY SURVEY 1780.

Scope of Work – Bid Drawing

**HILLSIDE DEMOLITION PROJECT NO. 25059
2369 84th Avenue, Oakland, Ca.**

June 5, 2025

**Facilities Planning & Management
Oakland Unified School District
955 High Street, Oakland Ca.**

General Notes:**Refer to 11 x 17 bid drawing sheet A-11 for reference to these notes:**

1. Contractor shall contract with a professional utility locator to survey & mark underground utilities: power, water, sanitary sewer and storm pipes prior to demolition.
2. Refer to 2003 modular building asbuilt drawings.
3. Unless otherwise noted, remove & dispose of all exposed piping and conduits running above ground (includes water and electrical conduits). Cut & abandon 6" below ground and backfill with soil.
4. Remove all utility boxes visible from the ground (electrical, gas, water, sanitary sewer, cleanouts) Cut pipes and abandon below grade and backfill with soil.
3. Asbestos & lead abatement and other haz mat removal per ACC survey & specs to be issued in Addendum #1.
4. Dispose of all loose trash, debris and furnishings scattered inside and outside of buildings.
5. All fencing and gates to remain
6. All trees and planting to remain.
7. Remove weeds and overgrown dried grasses inside courtyard and on all sides of buildings.
8. Existing fire and maintenance road shall remain unobstructed.
9. Remove fixed benches in courtyard 4 total. Cut posts at ground level. Footings to remain.
10. Cargo container located inside the playground is to remain.
11. Water pollution control: During the rainy season (October 1st thru May 1st) use best practices to implement erosion and sediment controls prior to construction activity that may produce run-off.
12. Cover all stockpiled construction debris with tarp and soil to prevent airborne dust and run-off.
13. Water spray during demolition to control airborne dust.

Sheet Notes**Refer to 11 x 17 bid drawing sheet A-11 for reference to these notes:**

1. Demolish six (6) modular buildings, portable ramps and concrete foundations.
Four (4) classroom modulares 24' x 60'; One 24' x 40'; One 12' x 40' boys & girls restroom
2. Remove and dispose of main electrical panel, switchgear cabinet and concrete pad located behind the restroom building. Meters and breakers have already been removed. The panels are de-energized. There are two 4" dia. conduits stubbed thru the pad inside the switchgear cabinet. Cut and cap below grade inside a new utility box.
3. Asphalt paving to remain
4. BLANK

5. The main domestic water service pipe (3" dia) is coming from football field. This lateral feeds the water to the shutoff gate valve located behind the restroom building per sheet note #5. The gate valve is not currently inside a utility box. Shown as a red dot. Cut and cap the 2" branch pipe 12" after the gate valve. Install new utility box to conceal and protect gate valve.

6. Storm catch drain inlets (two located in playground) and underground piping to remain. Protect catch drain inlets with hay rolls and filter fabric. Cover with plywood during demolition to prevent debris from falling inside.

7. The PG&E pole across the street has overhead low voltage cabling running to portable building. Contractor shall cut and wrap cabling and secure to pole.

8. The main 4" cast iron sanitary sewer underground piping system is to remain. There are 3" cast iron sanitary sewer pipes stubbed 12" above grade under modular buildings (under 3 of the buildings). Cut and install threaded plugs at least 12" below grade. Provide new utility box labeled "sewer". Locations shown with a red dot. Note: All sanitary sewer cleanouts are to remain. Confirm cleanout locations.

APPENDIX

- HILLSIDE BID DRAWING A-11
- HAZARDOUS MATERIAL ABATEMENT SURVEY & SPECS BY ACC ENVIRONMENTAL TO BE ISSUED IN ADDENDUM #1.
- HILLSIDE 2003 ASBUILT DRAWINGS (TITLED SCHOOL OF JUSTICE).

END OF DOCUMENT



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Ralph Bunche Site & Hillside School Site Demolition Project	Site	306
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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	Asbestos Management Group	Agency's Contact	Jon Engquist				
OUSD Vendor ID #	008462	Title	President				
Street Address	2161 Adams Ave	City	San Leandro	State	CA	Zip	94577
Telephone	510-777-1100	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes ☐ No		Worked as an OUSD employee? ☐ Yes X No				
OUSD Project #	25058 & 25059						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	7-14-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	10-11-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$650,000.00	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	210-9658-0-9000-8200-5830-223-9180-9906-9999-25058	5830	\$520,000.00
9658/9000	Fund 21 Measure Y	210-9658-0-9000-8200-5830-300-9180-9906-9999-25059	5830	\$130,000.00

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.	OUSD Counsel, Facilities				
	Signature <i>James Traber</i>	Date Approved		07/11/2025	
3.	Chief Systems & Services Officer,				
	Signature <i>Preston Thomas</i> Preston Thomas (Jul 11, 2025 16:00 PDT)	Date Approved		07/11/2025	
4.	Chief Financial Officer				
	Signature	Date Approved			

5.	President, Board of Education		
	Signature	Date Approved	