SAN LEANDRO UNIFIED SCHOOL DISTRICT
Bond Department

To: Facilities and Technology Committee
From: Bond Department
F&T Meeting Date: 01/06/2021
Project Description: Washington ES Modular Classrooms

Bond Measure: J1
Site location: Washington ES (008)
Funding Source: Portable Replacement (803)

Fiscal Impact: $103,160.22

Rationale: Additional costs associated with the work outlined in PCO #19 Phase 2 Portable Demo (see attached for backup).

Contractor/Company on the project: JL Construction
Phone: 707-527-5788
Full Name of person responsible to sign contract: Paul Gilles
Email to send contract to for DocuSign: paulg@jlcbuild.com
License #: paulg@jlcbuild.com

Is this a new Company being used?: No
Do we have a W9 on file?: Yes

Change Order

Project: **Washington Modular Classrooms**
250 Dutton Ave.
San Leandro, CA 94577

CO #: 5
Date: 12/15/2020
Contract Date: 04/16/2020
DSA Application #: 01-118104
DSA File #: 01-35

Owner: **San Leandro Unified School District**
1145 Aladdin Ave
San Leandro, CA 94577

Contractor: **Jeff Luchetti Construction, Inc.**
70 Stony Point Road, Suite D
Santa Rosa, CA 95401

You are directed to make the following change(s) in this Contract:

Work Based Upon: 1 Proposed Change Order (See attached for backup)

PCO #19 Phase 2 Portable Demo

Proposed Adjustments

1. The proposed basis of adjustment to the Contract Amount:
   - ☒ Lump Sum increase of: $103,160.22
   - ☐ Unit Price of $_____ per_____
   - ☐ Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation of cost, but Not To Exceed: $
   - ☐ As follows:

2. The Contract Time is proposed to remain unchanged / changed.

The work covered by this order shall be performed under the same terms and conditions as that of the original contract.

When signed by the Owner, Architect, and Construction Manager and received by the Contractor, this document becomes effective IMMEDIATELY as a Change Order (CO), and the Contractor shall proceed with the change(s) described above.
Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CO.

Architect	Construction Manager	Owner	Contractor
PBK-WLC Architects **2600 Tenth Street, Suite #500** **Berkeley, CA 94710**	**RGM Kramer** **3230 Monument Way** **Concord, CA 94518**	**San Leandro USD** **1145 Aladdin Ave.** **San Leandro, CA 94577**	**Jeff Luchetti Construction, Inc.** **70 Stony Point Road, Suite D** **Santa Rosa, CA 95401**
Name:_____	Name:_____	Name:_____	Name:_____
By:_____	By:_____	By:_____	By:_____
Date:_____	Date:_____	Date:_____	Date:_____

JL CONSTRUCTION

70 Stony Point Road, Suite D
Santa Rosa, CA 95401
Ph : (707) 527-5788
Fax: (707) 542-7718
Contractors License No.761270

Change Proposal

To: RGM Kramer, Inc.
1145 Aladdin Ave.
San Leandro, CA 94577

Number: 019
Date: 12/3/20
Job: 1-19-1915 SL Washington (JLC)
Phone:

Description: Phase 2 Portable Demo

Reason: Change in Scope

Source: Budget

We are pleased to offer the following specifications and pricing to make the following changes:

Costs associated with the following scope of work:

1. Demo & removal six (6) portables along Breed Ave.
2. Pricing includes an allowance for additional foundation demo should the foundations be more extensive than what was encountered on the other sites.
3. Safe off of electrical. Electrical will be disconnected from power poles. Power pole removal by the District.
4. Safe off of plumbing. All plumbing lines are to be cut back and abandoned in place.
5. Removal and disposal of all flourescent lights and ballasts. Lights and ballasts are to be taken to Waste Management and disposal will charged under the School District's account.
6. Removal and disposal of all refrigerant from HVAC units prior to demo.
7. Provide a temp water feed to the portables that are to remain through the Phase 2 work.
8. Modify the existing ramp to one (1) of the portables remaining through Phase 2 to allow access into the portable.
9. Modify temp power, low voltage, and fire alarm to the existing portables that are remaining through Phase 2. Pricing is based on raising the current power, low voltage, and fire alarm wires on the existing temp power poles to allow better overhead clearance during the Phase 2 work.

Pricing excludes any additional work or demo not listed above, removal and/or relocation of temp power poles, patching of holes from temp power poles after they are removed, any unforeseen conditions that may arise, removal or moving of any furniture, any premium time, damage to existing AC paving for concrete as a result of the demolition operation, and demo of the three (3) other portables that are remaining through Phase 2.

Pricing is based on one (1) mobilization. There will be additional costs if any of the work is to be performed as a separate mobilization. All furniture, material, and equipment are to be removed by the District prior to the start of work. Work is to be performed during normal business hours.

JL CONSTRUCTION

70 Stony Point Road, Suite D
Santa Rosa, CA 95401
Ph : (707) 527-5788
Fax: (707) 542-7718
Contractors License No.761270

Change Proposal

To: RGM Kramer, Inc.
1145 Aladdin Ave.
San Leandro, CA 94577

Number: 019
Date: 12/3/20
Job: 1-19-1915 SL Washington (JLC)
Phone:

.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Added Supervision				$9,000.00		$9,000.00
Stomper - Proposal 11/11/2020				$37,489.00		$37,489.00
HVAC Refrigerant Removal				$4,816.00		$4,816.00
Plumbing Safe Off				$5,768.00		$5,768.00
Electrical Safe Off				$5,216.00		$5,216.00
Ballast & Bulb Removal				$3,200.00		$3,200.00
Temp Water to Portables				$7,250.00		$7,250.00
Modify Ramp				$4,250.00		$4,250.00
Modify Temp Power, LV, & FA				$9,500.00		$9,500.00
Additional Foundation Demo Allowance				$6,700.00		$6,700.00
					Subtotal:	$93,189.00
		Fee for Labor, Material, Equipment				$0.00
			Fee for Subcontractors	$93,189.00	8.00%	$7,455.12
			Bond & Insurance	$100,644.12	2.50%	$2,516.10
					Total:	**$103,160.22**

The schedule will be TBD.

If you have any questions, please contact me at .

Submitted by:

Approved by: _____

Date: _____

Cc: Frank Scalercio (JL Construction, Inc.), Stan Stehlik (Jeff Luchetti Construction, Inc)

JL CONSTRUCTION

Washington ES
Phase 2 Portable Demo

12/2/2020

Scope	Stomper	D&V	BCPG
Demo of Ph 2 Portables	$37,489.00	$47,500.00	$57,185.00
Footing Demo	$13,400.00	NA	NA

BUDGET PROPOSAL

BID 1

Stomper Company, Inc 3135 Diablo Ave Hayward, CA 94545	Stomper	(510) 574 0570 Phone (510)574 0550 Fax Contractor's License No. 313376

Submitted To:	Frank	***Job Name:***	Washington Elementary	***Date:***	11.6.20/12.1.20
Company:	JL Construction	***Address:***	250 Dotton Ave	***City:***	Newark, Ca

SCOPE OF WORK: Provide Complete Building Demolition per WLC Architects dated 7.23.19 and Stomper Company Proposal dated 11.6.20

Base Demo Bid:
Demo and remove six (6) portable units along Breed Avenue as indicated in plans provided
Demo based on wood structure sitting on directly AC – NO Concrete Foundations under Units
ALL safe-off to be performed by others prior to our arrival – Based on 1 move on

Demolition and removal per above referenced documents LS$ 37,489.00

Alt 1: Demo and remove 1 Portable Unit sitting on top of AC per plan provided Alt 1 = $12,950.00

Alt 2: Demo and remove 2 additional Portable Units sitting on AC per plans provided Alt 2 = $18,600.00

Alt 3: Demo and remove 18" w x 24"-30" deep perimeter foundation with 30" x 30" Pier footings at first 2 portables left of Driveway Approach (from Breed Ave) Alt 3 = $13,400.00

NOTE* Alternates based on being performed during same mobilization as base bid

SPECIFIC CLARIFICATIONS / EXCLUSIONS:

- ***Due to Shelter In Place Ordinances, Stomper cannot confirm resource availability at this time. Projected start dates, durations and completion dates may be impacted***

- Price Based on **1 mobilization**. Additional mobilizations will be charged at **$5,000** each
- Access for multiple recycle boxes and or high side trailers needed near load out doors/ window bays
- All lay out and safe offs to be done by others **PRIOR** to Stomper arrival
- All asbestos abatement to be performed by others
- Cutting and or capping of utilities is excluded. If utilities are to be removed under this proposal, a 2" air gap shall be created by others. NO utility will be removed without a visible air gap on both ends of the pipe(s).
- Based on regular work hours. No Weekends or holiday time included
- Any required site-specific training and/or drug testing that has not been included above, will be provided on a T&M basis once the requirement is clarified.
- SWPPP shall be installed and maintained by others.
- If required, flaggers will be provided for our work only.
- Please advise **10 working days** prior to Stomper mobilization

EXCLUSIONS:

- **Any work with Asbestos Lead or PCB's**
- **Office furniture/ supplies**
- **Salvage of door frames or door hardware**
- **Salvage of light fixtures to be reused or relocated**
- **Surface prep / Floor prep**

- **Cleaning dirt or grease from floors, walls or columns**
- **Leveling compounds**
- **Grinding concrete**
- **Epoxy or painted flooring**
- **Fire caulking on beams, joists or underside of decks and roof**
- **Fire proofing**
- **Wall coverings on walls that remain**
- **J-boxes and cover plates on walls that remain**
- **Exterior site demolition, landscape demo, concrete sidewalks, planters and walls**
- **See Standard Exclusions and Clarifications below**

STANDARD CLARIFICATION & EXCLUSIONS: (unless specifically included above):

Clarifications: All identification, layout and safe off of existing above & below ground MEPF utilities, including concrete scanning, by others prior to the start of work. Safe off to comply with Stomper Co Safe-Off Protocol (follow link for access). A CLEAN hazmat report or clearance letter must be produced by others prior to the start of demolition. GC assumes all responsibility & liability for guardrails & hole covers after initial installation, if included in this contract. Price based on work expressly shown on drawings or detailed in contractor's bid scope, subject to the inclusions / exclusions listed herein. Project recycling goals may not be attainable - soft debris to be commingled during demolition and are subject to facility bulk C&D diversion rates, unless specifically noted otherwise (see recycling information below).

Exclusions: Permits, utility cut-offs, safe off, layout, engineering, shoring, bracing, weather protection, pedestrian barricades, dust partitions, safety railings, wall prep, floor prep, cost impacts from project delays, bonds, glue or mastic under any finish flooring, finish cuts, any work with hazardous or contaminated materials, early payment discounts, SWPP design, installation or maintenance, petromat in asphalt, wire mesh in concrete. Removal of or cost implications from damage to unknown or buried structures / utilities / building features. X-ray / scanning forced account work if not mutually agreed upon, contractual recycling minimum requirements if deemed unachievable per the schedule below. Doweling / roughening / prepping concrete unless specifically included above.

RECYCLING INFORMATION:

LEED v4 has compromised the ability to provide high recycling percentages for projects involving soft demolition. Historically, non-recyclable items have been used as "Alternative Daily Cover" (ADC) in landfills and have been able to count towards a recycling goal. The new guidelines have determined that ADC no longer counts as recycling. As a result, total recycling rates have fallen sharply for soft demolition debris. **Ultimately, only recyclable materials can be recycled**, **and stated goals may or may not be achievable based on the materials that exist on the project.**

Non-Exhaustive List of Non-Recyclable Materials	Non-Exhaustive List of Recyclable Materials*
• Non-approved carpet • Non-approved ceiling Tiles • Sheetrock assemblies (including studs & insulation) • Some painted sheetrock • VCT / vinyl flooring • Laminates (doors, desks, casework) • Compressed wood products • Flex Duct • Insulation • Light weight concrete • Concrete with wire mesh • Asphalt with petromat • Misc. tenant debris • Furniture • Any item with hazardous materials • Roofing material • Some plasters	• Metals • 100% source separated sheetrock** • Some carpets • Some ceiling tiles • Solid wood products • Concrete • Asphalt • Some plasters *****Pending review & approval by recycling facility. Subject to additional testing requirements / affidavits by building owner* ***Material would have to be source separated from wall assemblies by hand. Additional costs may apply.*

PRE-DEMOLITION HAZMAT TESTING REQUIREMENTS

- In general, hazardous materials surveys are required for debris recycling purposes.
- Asbestos Surveys are required regardless of bldg age per Cal OSHA Title 8 CCR 5208 & BAAQMD Rule 11.2.303.8
- Lead Surveys are required on every job regardless of building age per Cal OSHA Title 8 CCR 1532.1
- PCB sampling will likely be a condition of a demolition permit to satisfy BASMAA compliance and EPA's TSCA 40 CFR761. The extent of removal will be by strict prescription of the project hygienist. Note residual PCB's may exist in adjacent substrates due to leaching. BASMAA does not require substrate remediation (removal), though it may be required by the EPA. Project owner to decide if substrate remediation will be required.

STANDARD QUALIFICATIONS:

1. Work stoppage due to layout, dewatering, noise vibration, engine fumes, dust inherent in the type of work and equipment involved, or other reason will be billed at our hourly rate plus markup over and above the contract price.
2. If trace asbestos is to be removed under this contract, it must be characterized via point count method.
3. Glue Scraping is defined as razor-scraping adhesives from the floor. This process will remove tackiness and contour, but will not remove discoloration or adhesives that have been absorbed by a porous surface, such as concrete.
4. Should a BAAQMD permit be required, the project is subject to a 10-day waiting period after filing. No exceptions.
5. Recycling certificates will be available approximately 30 days after the month in which work is complete
6. Unless for reasons specifically agreed to, a clean hazardous materials assessment is required prior to project start.
7. In the event of default in any of the terms of this contract, or in the event of any action to enforce any of the terms thereof, the prevailing party shall be entitled to reasonable attorney fees and cost of suit.
8. **RETENTION IS DUE AND PAYABLE WITHIN 30 DAYS AFTER COMPLETION OF OUR WORK.** Interest will be charged @ 1.5% per month on past due accounts.
9. If any dispute arises regarding the performance under this contract, the parties hereby agree to arbitrating this dispute pursuant to the construction industry rules of the American Arbitration Association then in effect. This provision does not affect the right of Stomper Company, Inc. to pursue legal remedies for stop notices, mechanics' liens and recovery against bonding companies.
10. **Stomper Company, Inc. reserves the salvage rights on items not scheduled to be returned to owner per bid documents. Unauthorized removal of salvageable items not in bid documents will result in a Change Order.**
11. The above scope of work and exclusions are expressly the scope of the work for any subsequent subcontract except as agreed in writing.
12. Owner/General Contractor to provide access to power, water to the work area, toilet facilities and sanitary sewer
13. Stomper Company will not accept back charges unless notified in advance and mutually agreed upon.
14. **Unless mutually agreed upon in writing, this proposal will be incorporated as an addendum to any contract**
15. Work is scheduled on a first-come, first-served basis, only after a contract has been received. Any Job rescheduling within 72 hours of scheduled start date may result in additional delays.
16. Significant delays in the start of Stomper's work could result in staffing / equipment issues, therefore creating a potential delay to completion of this contractor's scope.
17. Stomper Company is signatory to the Laborers & Operating Engineers Unions. We agree to be bound to the terms and conditions of the UCON Laborers Master Agreement & CMCA Operating Engineers Master Agreement only. Any contract language binding us to another agreement must be accompanied by said agreement for our review.
18. Any indemnity provision will be limited by the law as if the prime and subcontract were entered into after January 1, 2013. Stomper excludes indemnification of any person other than the prime contractor and those persons which the prime contract requires the subcontractor to indemnify
19. All insurance premiums have been paid for in advance; no credits will be provided for CCIP / OCIP participation
20. Should any persons require use of Stomper Company's owned or rented equipment, a signed release of liability letter fully indemnifying Stomper Company will be required. Any operator must provide certification proving ability to operate such a machine or tool. Said party must agree to maintain and fuel the equipment.
21. Stomper Co is compliant with new silica regulations. For special requests / demands above and beyond Cal OSHA regs, additional costs may apply

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Labor Rates – Base rates for manpower, inclusive of 15% OH&P, are as follows, valid through **June 2021** for the proposed project only. Does not include equipment, disposal, subs, non-field time, etc. Full rate sheet available.

	Per Hour	***Overtime***	***Double-time***
Laborer	*$102.26*	*$130.57*	*$158.88*
Laborer Foreman / Super	*$117.11*	*$152.01*	*$186.91*
Operating Engineer	*$131.68*	*$169.82*	*$207.95*
OE Foreman / Super	*$139.60*	*$181.25*	*$222.89*
ADDS			
Lead or Silica - $8.50 / MH	*Special Single Shift - $6 / MH*		
SF Payroll Tax - $1 / MH	*For Public Works, Laborers Billed as OEs when on bobcats*		

Authorized Signature: Michael Dugan | ***Note: This proposal is valid for 30 days***

BID 2

Frank Scalercio

From: John Vogel <john@dvpave.com>
Sent: Monday, November 9, 2020 11:09 AM
To: Frank Scalercio
Subject: RE: [External]RE: [External]RE: [External]Washington ES - Bid Request

Frank,

Please see below for bid item and costs.

Base Bid Demo - $47,500.00

Add Alt 1 - $10,500.00 (added mob price)
Add Alt 2 - $20,100.00 (added mob price)

Add Alt 1 - $7,500.00 (If done with initial base bid mobilization)
Add Alt 2 - $14,000.00 (If done with initial base bid mobilization)

Let me know what you think.

Best,

John Vogel
Estimator | Project Manager

D&V 40
GENERAL ENGINEERING CONTRACTORS

748 S. Hillview Drive, Milpitas, CA 95035
T 408-934-7300 | F 408-934-7310
CA License 375068A | www.duran-venables.com

From: Frank Scalercio <FrankS@jlcbuild.com>
Sent: Thursday, November 5, 2020 1:25 PM
To: John Vogel <john@dvpave.com>
Subject: [External]RE: [External]RE: [External]Washington ES - Bid Request

It looked good but I need to analyze when our last bid comes in. District wanted three bids. I'll send you results as soon as I get the last bid.

Frank Scalercio | FrankS@jlcbuild.com

JL CONSTRUCTION
JL MODULAR

BID 3

Frank Scalercio

From: Kevin Barker <kbarker@baycities.us>
Sent: Thursday, November 19, 2020 9:07 AM
To: Frank Scalercio
Subject: Washington ES, BC Job 4061

Frank,

Cost to Demo Portables @ Washington is as follows.

Demo Portables (Base Bid) = $55,000.00
Demo Add Alt # 1 = $9,200.00
Demo Add Alt # 2 = $16,100.00

Working around Power Poles and Lines = $2,185.00

Let me know how you want to proceed for both jobs, one job, or not at all. There's qualifications/exclusions that will be sent with formal COR request if you want to move forward.

Thanks,



KEVIN BARKER
Project Manager
Office: (925) 687-6666 Fax: (925) 687-2122
kbarker@baycities.us
43195 MISSION BLVD, STE. B-1,
FREMONT, CA 94539
925-446-6008 (Direct Line)