

Board Office Use: Legislative File Info.	
File ID Number	24-2853
Introduction Date	01-08-2025
Enactment Number	24-2378
Enactment Date	1/8/2025 CJH



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer
Kenya Chatman, Executive Director, Facilities

Board Meeting Date January 8, 2025

Subject Change Order No. 1 to Agreement Between Owner and Contractor – Mar Con Builders, Inc. – Bella Vista Child Development Center Fire & Intrusion Alarm Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Change Order No. 1 to Agreement Between Owner and Contractor by and between the District and Mar Con Builders, Inc., Oakland, CA, for a deductive change order for credit for fire alarm parts ordered and paid by OUSD to Johnson Controls Fire Protection, LP in the amount of \$64,150.00, reducing the contract price from \$811,391.00 to \$747,241.00. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Change Order is a deductive credit for fire alarm parts ordered and paid by OUSD to Johnson Controls Fire Protection, LP

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Change Order No. 1 to Agreement Between Owner and Contractor by and between the District and Mar Con Builders, Inc., Oakland, CA, for a deductive change order for credit for fire alarm parts ordered and paid by OUSD to Johnson Controls Fire Protection, LP in the amount of \$64,150.00, reducing the contract price from \$811,391.00 to \$747,241.00. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund, Measure Y; Fund 25 Capital Facilities Fund

Attachments


- Change Order No. 1 and Other Documents
- Routing Form
- File ID 24-1483

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728

CHANGE ORDER

For Design-Bid-Build Contract

Owner:  Oakland Unified School District
Project: Fire & Intrusion Alarm Replacement
School: Bella Vista CDC
Contractor: Mar Con Builders Inc.

Change Order No.: 01

Date: October 30th, 2024

DSA File No.: 1-129

DSA Application No.: 01-120536

OUSD Project #: 21104

Project Manager: William Newby

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):

Credit for Fire Alarm parts ordered and paid by OUSD to JCI for this project.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: **(\$ 64,150.00)**

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: 0 calendar days

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SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	<u>\$ 811,391.00</u>
Prior Change Orders:	+ \$ <u>0.00</u>
Total Contract Price Prior to this Change Order	= <u>\$ 811,391.00</u>
This Change Order's Adjustment:	+ <u>(\$ 64,150.00)</u>
Adjusted Contract Price (include all special and contingency allowances):	= <u>\$ 747,241.00</u>

Current Change Order's Percentage of Original Contract Price:	<u>- 7.9 %</u>
Total Change Orders' Percentage of Original Contract Price:	<u>- 7.9 %</u>

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 TIME FOR COMPLETION:

Original contract time:	<u>308</u>	Calendar Days
Prior change order adjustments to contract time:	+ <u>0</u>	Calendar Days
This change order's adjustment to contract time:	+ <u>0</u>	Calendar Days
Adjusted contract time:	= <u>308</u>	Calendar Days

Start Date per Notice to Proceed:	<u>August 26, 2024</u>
Completion Deadline Based on Adjusted Contract Time:	<u>June 30, 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 approval of Owner's governing

OAKLAND UNIFIED SCHOOL DISTRICT

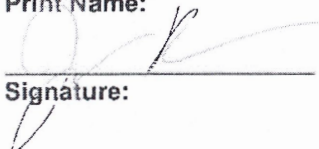
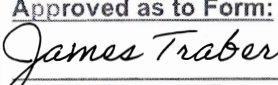
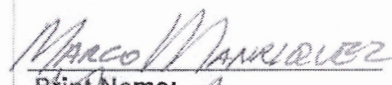
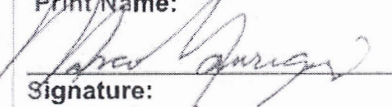
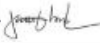
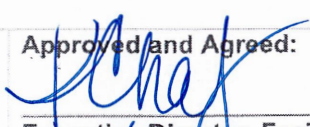

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body. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.

AS TO THE SCOPE OF THIS CHANGE ORDER, CONTRACTOR EXPRESSLY UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES IN FULL AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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.

<p>Approved: Architect of Record</p> <p>Jasun Boles Print Name:</p> <p> Signature:</p> <p>November 01, 2024 Date:</p> <p>Approved as to Form:  OUSD Facilities Counsel</p> <p>Date: 11/22/2024</p>	<p>Approved and Agreed: General Contractor</p> <p> Print Name:</p> <p> Signature:</p> <p>11/1/24 Date:</p> <p>Name: Jennifer Brouhard Title: President, Board of Education</p> <p>Sign:  Date: 1/9/2025</p>	<p>Approved and Agreed:</p> <p> Executive Director, Facilities</p> <p>11/8/2024 Date:</p> <p> Chief Systems & Services Officer,</p> <p>11/8/24 Date:</p>
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MARCON, CO.
 8108A Capwell Drive
 Oakland, CA 94621
 License #829636
 Phone (510) 639-1914
 Fax (510) 639-1915

**MATERIAL AND LABOR COST BREAKDOWN
 DETAIL SHEET**

PROJECT NAME: BellaVista CDC Fire Instrusion
 PROJECT NUMBER: 485
 CHANGE ORDER DATE.: 10/28/2024
 CHANGE ORDER NO.: PCO #008
 CHANGE ORDER DESCRIPTION: Credit for fire alarm parts ordered and payed by OUSD to JCI for this project.

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
LABOR DIRECT COSTS				
		0	\$ 110.69	\$ -
		0	\$ 110.69	\$ -
		0	\$ 110.69	\$ -
TOTAL LABOR DIRECT COSTS				\$ -
LABOR BURDEN COSTS				
				\$ -
				\$ -
				\$ -
TOTAL LABOR BURDEN COSTS				\$ -
LABOR MARKUP 15%				\$0.00
LABOR GRAND TOTAL INCLUDING DIRECT, BURDEN & MARKUP COSTS				\$0.00

MATERIALS			
DESCRIPTION	UNIT PRICE	QUANTITY	COSTS
			\$ -
SUBTOTAL MATERIAL (w/o Sales Tax)			\$ -
Sales Tax on Material - Ala. 10% + (Lumber 1.0%)			\$ -
TOTAL MATERIAL COSTS			\$ -
MATERIAL MARKUP 15%			\$0.00
MATERIAL GRAND TOTAL INCLUDING SALES TAX & MARKUP			\$0.00

EQUIPMENT RENTAL				
SIZE and TYPE	I.D. #	Days	RATE	COSTS
	0		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
				\$ -
TOTAL EQUIPMENT RENTAL COSTS				\$ -
EQUIPMENT RENTAL MARKUP 15%				\$ -
EQUIPMENT GRAND TOTAL INCLUDING MARKUP				\$0.00

Subcontractor		TOTAL
DDC		\$ (64,150.00)
		\$ -
TOTAL SUBCONTRACTOR RENTAL COSTS		\$ (64,150.00)
SUBCONTRACTOR MARKUP 5%		\$ -
TOTAL SUBCONTRACTOR DIRECT COSTS		\$ (64,150.00)
BOND COSTS @ 2%		\$ -
GRAND TOTAL INCLUDING LABOR, MATERIAL, EQUIPMENT AND MARKUPS		\$ (64,150)

SHEET S1 OF S2

CONTRACTOR: Digital Design Communications

PROJECT NAME: Bella Vista CDC Fire and Intrusion Alarm Replacement

OUSD PROJECT NUMBER: 21104

DDC C.O. NUMBER: CO #06 **DATE:** 10/25/24

PROJECT DESCRIPTION: Credit for fire alarm parts ordered and payed by OUSD to JCI for this project.

SUMMARY OF TOTAL COSTS			
1. TOTAL LABOR COSTS	\$	-	
2. Markup. Ten percent (10%) of Line 1	\$	-	
3. Sum of Lines 1 & 2		\$	-
4. TOTAL MATERIAL COSTS	\$	-	
5. Markup. Ten percent (10%) of Line 4	\$	-	
6. Sum of Lines 4 & 5		\$	-
7. Tax. 10.25% from Sheet S2		\$	-
8. TOTAL EQUIPMENT RENTAL COSTS	\$	-	
9. Markup. Ten percent (10%) of Line 8	\$	-	
10. Sum of Lines 8 & 9		\$	-
11. TOTAL OF LOWER TIER SUBCONTRACTED COST			
12. Markup. Five percent (5%) of line 11	\$	-	
13. Sum of Lines 11 & 12		\$	-
SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ (64,150.00)
COST OF BONDS			
TOTAL CHANGE ORDER			\$ (64,150.00)

SHEET S2 OF S2

CONTRACTOR: Digital Design Communications

PROJECT NAME: Bella Vista CDC Fire and Intrusion Alarm Replacement

OUSD PROJECT NUMBER: 21104

DDC C.O. NUMBER: CO #06 **DATE:** 10/25/24

PROJECT DESCRIPTION: Credit for fire alarm parts ordered and paid by OUSD to JCI for this project.

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
LABOR COSTS				\$ -
				\$ -
TOTAL LABOR COSTS (Transfers to Line 1 of Sheet S1)				\$ -

MATERIALS				
DESCRIPTION		QTY.	UNIT COST	EXT'D COST
				\$ -
				\$ -
SUBTOTAL MATERIAL COSTS				\$ -
SALES TAX ON MATERIAL (10.25%) - Line 7 of Sheet S1				\$ -
TOTAL MATERIAL COSTS - Line 4 of Sheet S1				\$ -

EQUIPMENT				
SIZE AND TYPE	I.D. #	HOURS	RATE	TOTAL
				\$ -
TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 8 of Sheet S1)				\$ -

OAKLAND UNIFIED SCHOOL DISTRICT
PURCHASE AGREEMENT

This Agreement is made this 2nd day of December, 2023, by and between **Oakland Unified School District**, “District,” and **JOHNSON CONTROLS FIRE PROTECTION, LP**, “Vendor,” with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California.

B. Vendor was selected as the supplier for the purchase and delivery of the items of equipment, materials, and supplies detailed in the proposal provided by Vendor, dated **October 23, 2023**, attached hereto as **Exhibit A** (“Items”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Delivery of Items. Vendor agrees to deliver the Items, as specified in **Exhibit A**, to District at the following address: Attn: John Esposito, Facilities Department, 955 High Street, Oakland, CA.
2. Time of Commencement and Completion. Vendor shall satisfactorily deliver the Items in full to the District no later than **February 28, 2024** (“Delivery Deadline”). Time is of the essence in this Contract.
3. Contract Price. District agrees to pay Vendor the price of Sixty-four thousand one hundred fifty Dollars (\$64,150.00) within thirty (30) calendar days following receipt of Vendor’s invoice for the satisfactory delivery of the Items.
4. [Not Used]
5. [Not Used]
6. Indemnity. Vendor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all third-party claims, demands, liabilities, damages to tangible property, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, (collectively, the “Claims”) arising out of, any negligent act, willful misconduct of Vendor, or Vendor’s employees, agents, or volunteers (collectively, the “Vendor Parties”), under this Contract.
7. Transportation Charges. Vendor agrees to deliver all Items prepaid unless otherwise specified. All costs for delivery and packaging of Items are the responsibility of Vendor unless

otherwise stated in the Contract Documents, as defined below.

8. Inspection. All Items furnished must be in conformity with the Contract Documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Vendor any portion of the Items which may be defective or which fails to comply with the specifications in Contract Documents.

9. [Not Used]

10. Insurance. Without in any way limiting Vendor's liability, or indemnification obligations set forth in Paragraph 6 above, Vendor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Vendor nor any of the Vendor Parties shall commence performing any portion of the Contract until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties.

11. Independent Contractor Status. Vendor is engaged in an independently established trade, occupation, or business to provide the Items required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Vendor is free from the control and direction of District in connection with the manner in which it provides the Items to District. Vendor understands and agrees that Vendor and the Vendor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

12. Taxes. All payments made by District to Vendor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Vendor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor and the Vendor Parties and otherwise in connection with this Agreement.

13. Fingerprinting Notice and Acknowledgement. Vendor and the Vendor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the

California Education Code (“Education Code”) section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form.

14. Tuberculosis Certification. Vendor and the Vendor Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Vendor hereby represents and warrants to District the following:

A. Vendor and Vendor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Contract.

B. The following Vendor and Vendor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Vendor shall maintain on file the certificates showing that the Seller and Seller Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Seller and shall be available to District upon request or audit.

Vendor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Vendor and Vendor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

15. Confidential Information. Vendor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Vendor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Vendor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

16. Assignment/Successors and Assigns. Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

17. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Modification of Contract. Delivery sites may be changed, deleted or added as deemed necessary by the District's Purchasing Department. The District's Purchasing Department will inform the Vendor of the changes by telephone call followed up with a written notice.

19. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the District's governing board.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. 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 the District.

21. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Vendor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

22. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Vendor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Vendor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

23. Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

24. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

25. Time. Time is of the essence to this Agreement.

26. Waiver. No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

27. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive

statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

28. 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 this Agreement.

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

30. Warranty of Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

31. Forms. The following documents are incorporated into the Contract as the “Contract Documents”:

- Fingerprinting Notice and Acknowledgement.
- Workers’ Compensation Certification.
- Drug-Free Workplace Certification.
- September 21, 2023, Proposal.

32. Mediation. A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third-party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator’s fees. Each party shall bear its own attorney’s fees related to the mediation.

33. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.


34. Warranty. Vendor warrants that the equipment (as opposed to any software) furnished by Vendor is free from defects in materials and workmanship for a period of one year from the date of substantial completion of Vendors’ work or, if no date of substantial completion from the completion of the installation by Vendor; provided, however, that if the equipment is not manufactured by Vendor and is covered under a manufacturer’s warranty for a shorter time period, Vendors’ warranty will be limited to the term of the manufacturer’s warranty (the “Warranty Period”). If during the Warranty Period, any part of the equipment does not function as warranted and provided, as a condition precedent, that the District notifies Vendor during the Warranty Period, Vendor will determine, at its sole discretion, to either i) repair the equipment; or ii) replace it with a new or functionally operative part. THESE WARRANTIES ARE IN LIEU

OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. All other warranties are expressly waived. THE CUSTOMER’S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING VENDORS’ NEGLIGENCE, IS REPAIR OR REPLACEMENT OR AS SPECIFIED ABOVE.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR: JOHNSON CONTROLS
FIRE PROTECTION, LP


Preston Thomas (Dec 13, 2023 09:17 PST)

Dec 13, 2023

Stacey Marchuk

12/12/2023 | 12:23 PM PST


Preston Thomas,

Date

Print Name

Date

Chief Systems & Services Officer
[TITLE]


Signature

Fire Install Mgr

[TITLE]

EXHIBIT A

[attach proposal]



Johnson Controls Fire Protection LP
6952 Preston Avenue, Suite A
Livermore, CA 94551-9545

Johnson Controls Fire Protection LP Quotation

To:
Oakland Unified School Dist
955 High Street
Oakland, CA 94601

Project: OUSD Bella Vista CDC FA Material - CPQ-466910
Johnson Controls Reference: 650466910
Proposal #: 1
Date: 09/21/2023
Page: 1 of 10

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Johnson Controls Fire Protection (JCFP) shall furnish the material listed below.

Johnson Controls Fire Protection qualifies the following:

1. Listed material only.

**Should these criteria not be met, this proposal will not be accurate and additional cost will result.

Exclusions:

1. Any labor or shop drawings
2. Permitting and testing

JCFP's "General Terms & Conditions" (attached) shall be made a part of this proposal. Payment for materials/engineering (i.e. service to date) must be received prior to programming/testing.

Delays, Costs and Extensions of Time:

JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts, or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

**4100ES FACU**

QTY	MODEL NUMBER	DESCRIPTION
1	4100-9706	ES-PS MSTRCNTLR TSD
1	41002153	3Bay Glass Dr Pkg Factory Only
1	41007905	FACTORY BUILT-MAIN CONFIGURED
1	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
1	4100-2504	CS GATEWAY W/IP COM 4100 SIDE
1	4100-1291	REMOTE UNIT INTERFACE (RUI)
1	4100-5451	IDNAC CARD
1	4100-3117	MSTR CTLR IDNET2, FACTORY ONLY
1	4100-3112	4 LOOP EPS MSTR CNTLR OPTION
3	4100-0644	120V ES-PS PDM HARNESS
1	4100-0634	POWER DISTRIBUTION MODULE 120V
1	4100-1294	LED/SWITCH SLIDE-IN LABEL KIT
1	4100-5131	ES-PS FAN MODULE
2	4100-5401	ES-PS POWER SUPPLY
1	4100-9621	BASIC AUDIO W/MIKE-DIGITAL
1	4100-1255	AUDIO IF 3-8 CHANNEL
1	4100-1241	MESSAGE EXPANSION, 8 MINUTES
1	4100-1327	FLEX 50W AMP W/3 NACS - 70V
1	4100-1282	8 SW, 16RED/YEL LED MOUDLE
2	4100-3206	8 POINT 3 AMP AUX RELAY MODULE
1	4100-1288	64/64 LED/SWITCH CONTROLLER
2	4100-0011	FACTORY USE ONLY-AUDIO SHIPKIT
12	4100-1279	2 BLANK DISPLAY MODULE

Annunciator

QTY	MODEL NUMBER	DESCRIPTION
1	4100-9611	REMOTE ANNUN EXTERNAL POWER
1	41002152	2Bay Glass Dr Pkg Factory Only
1	41007905	FACTORY BUILT-MAIN CONFIGURED



1	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
1	4100-1292	REMOTE PANEL MOUNT LCD AUUNU
1	4100-1294	LED/SWITCH SLIDE-IN LABEL KIT
1	4100-1244	REMOTE AUDIO INTERFACE W/MIC
1	4100-1255	AUDIO IF 3-8 CHANNEL
1	4100-1282	8 SW, 16RED/YEL LED MOUDLE
2	4100-0011	FACTORY USE ONLY-AUDIO SHIPKIT
1	4100-1288	64/64 LED/SWITCH CONTROLLER
4	4100-1279	2 BLANK DISPLAY MODULE

Material List

QTY	MODEL NUMBER	DESCRIPTION
1	2975-9446	3 BAY BB/GDOOR/DRESS PNL PLAT
1	2975-9445	2 BAY BB/GDOOR/DRESS PNL PLAT
2	2081-9296	BATTERY 50AH
1	SSU00625	CAB DOC STORAGE AS BUILT RED
1	4099-9021	STATION-LED, SA ADDR, NO GRIP
1	2975-9022	BACKBOX MANUAL STATION
1	STI-1230	STOPPER II
24	4098-9714	PHOTO SENSOR
23	4098-9733	HEAT SENSOR
43	4098-9792	SENSOR BASE
4	4098-9770	CO SENSOR BASE EXTENDED LIFE
14	49SV-APPLW	SPKR/VIS APPL ONLY WALL
14	49MP-SVWR	SV MOUNTING PLATE WALL RED
14	49WPBB-SVWR	WEATHERPF BB SPKR/VIS WALL RED
14	49WGBB-SVWR-O	WIREGUARD BACKBOX,SV,WM,RED,WP
13	49VO-WRS	VO, WALL RED LOGOS ONLY
13	4905-9941	SKIRT, HORN/STROBE RED
13	4905-9961	WIRE GUARD, RED, NA & TA
2	49SO-APPLW-O	SPEAKER APPLIANCE ONLY WALL WP
2	49SOC-WRFIRE-O	SO COVER,WALL,RED,FIRE WP
2	49MP-SOWR	MTG PLATE SPEAKER WALL RED
2	49WPBB-SOWR	WEATHERPROOF BB SPKR WALL RED



2	49WGBB-SOWR-O	WIREGUARD BACKBOX,SO,WM,RED,WP
5	4090-9116	ADDRESS MODULE-ISOLATOR
5	4090-9813	"4 11/16"" BOX ADAPTER PLATE"
5	4090-9802	COVER-ADDRESS MODULE SURFACE
20	252-019	KEY, B LOCK

Internal Labor

QTY	MODEL NUMBER	DESCRIPTION
	PM LAB	PROJECT/CONSTRUCTION MGMT
	PREP LAB	PRE-SITE PREPARATION LABOR

Spare Parts

QTY	MODEL NUMBER	DESCRIPTION
1	4099-9021	STATION-LED, SA ADDR, NO GRIP
5	4098-9714	PHOTO SENSOR
5	4098-9733	HEAT SENSOR
10	4098-9792	SENSOR BASE
5	4090-9001	SUPERVISED IAM
5	4090-9810	BRACKET, IAM
5	4090-9807	COVER-ADDRESS MODULE SURFACE
5	49SO-APPLW	SPEAKER APPLIANCE ONLY WALL MT
5	49VO-WRS	VO, WALL RED LOGOS ONLY
5	49SV-APPLW	SPKR/VIS APPL ONLY WALL

DP1

QTY	MODEL NUMBER	DESCRIPTION
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Total net selling price, FOB shipping point, \$58,449.68

Sales tax :\$5,700.32

Total Price with Sales Tax \$64,150.00



Project: OUSD Bella Vista CDC FA Material - CPQ-466910
Johnson Controls Reference: 650466910
Proposal #: 1
Date: 09/21/2023
Page: 5 of 10

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

Payment Options:

Johnson Controls Capital Funding Solutions

Equipment Finance Agreement: Allows for payment over time for products and installation costs, while maintaining ownership of assets. No down payment required.

As a Service Subscription: Covers costs of installation and services over time without ownership of assets. No upfront costs.

Final pricing subject to change based on credit approval, any applicable state/local taxes

For more information on Johnson Controls Capital funding solutions, please forward this proposal along with any questions to your sales representative and JCCapitalNA@jci.com.

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

[attach form]

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as Fire Install Mgr [*insert "owner" or officer title*] of Johnson Controls Fire Protection, LP [*insert name of business entity*], have read the foregoing and agree that Johnson Controls Fire Protection, LP [*insert name of business entity*] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 12/12/2023 | 12:23 PM PST

Name: Stacey Marchuk

Signature: Stacey Marchuk

Title: Fire Install Mgr

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: Johnson Controls Fire Protection, LP
Date of Entity’s Contract with District: December 2, 2023
Scope of Entity’s Contract with District: Materials Only

I, Stacey Marchuk *[insert name]*, am the Fire Install Mgr *[insert “owner” or officer title]* for Johnson Controls Fire Protection, LP *[insert name of business entity]* (“Entity”), which entered a contract on December 2, 2023, with the District for \$64,150.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil’s parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

12/12/2023 | 12:23 PM PST
Date: _____, 20____ Signature: Stacey Marchuk
Typed Name: Stacey Marchuk
Title: Fire Install Mgr
Entity: Johnson Controls Fire Protection, LP

WORKERS' COMPENSATION CERTIFICATE

[attach form]

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I 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.

Johnson Controls Fire Protection, LP
Name of Contractor

Stacey Marchuk
Signature

Stacey Marchuk
Print Name

12/12/2023 | 12:23 PM PST
Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

[attach form]

DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or organization's policy of maintaining a drug-free workplace;
 - (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - (4) The penalties that may be imposed upon employees for drug abuse Violations;
- (c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Johnson Controls Fire Protection, LP
Name of Contractor

Stacey Marchuk
Signature

Stacey Marchuk
Print Name

12/12/2023 | 12:23 PM PST
Date



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Bella Vista Child Development Center Fire & Intrusion Alarm	Site	805
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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	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
-----------------------------	---

Contractor Information

Contractor Name	Mar Con Builders, Inc.	Agency's Contact	Marco Manriquez				
OUSD Vendor ID #	002712	Title	President				
Street Address	8108-A Capwell Drive	City	Oakland	State	CA	Zip	94621
Telephone	510-639-1914	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	21104						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-27-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06/30/2025
		New Date of Contract End (If Any)	

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	-\$64,150.00
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
9655/9850	Fund 21, Measure Y	210-9655-0 9850- 8500-6274-805- 9180-9906-9999-21104	6274	-\$64,150.00

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				
	<i>Preston Thomas</i> Signature <small>Preston Thomas (Nov 26, 2024 12:37 PST)</small>	Date Approved	Nov 26, 2024		
2.	General Counsel, Facilities				
	<i>James Traber</i> Signature	Date Approved	11/22/2024		
3.	Chief Business Officer, Facilities Planning and Management				
	<i>Preston Thomas</i> Signature <small>Preston Thomas (Nov 26, 2024 12:37 PST)</small>	Date Approved	Nov 26, 2024		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

AGREEMENT

[24-1483- File Id No.]

Board Office Use: Legislative File Info.	
File ID Number	24-1483
Introduction Date	6-26-2024
Enactment Number	24-1349
Enactment Date	6/26/2024



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management- Kenya Chatman, Executive Director, Facilities

Board Meeting Date June 26, 2024

Subject Agreement Between Owner and Contractor – Mar Con Builders, Inc. – Bella Vista Child Development Center Fire & Intrusion Alarm Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Mar Con Builders, Inc., Oakland, CA., for the latter to provide construction services which include furnishing and installing new fire and intrusion alarm systems, test and removal of the existing system for the Bella Vista Child Development Center Fire & Intrusion Alarm Project, in the total amount of \$811,391.00, which includes a contingency allowance of \$30,000.00, as the lowest responsive bidder, with the work anticipated to commence on June 27, 2024, and scheduled to last for seventy-four days (74), with an anticipated ending of September 9, 2024.

Discussion Contractor was selected through competitive bidding. (Public Contract Code §22037)

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Mar Con Builders, Inc., Oakland, CA., for the latter to provide construction services which include furnishing and installing new fire and intrusion alarm systems, test and removal of the existing system for the Bella Vista Child Development Center Fire & Intrusion Alarm Project, in the total amount of \$811,391.00, which includes a contingency allowance of \$30,000.00, as the lowest responsive bidder, with the work anticipated to commence on June 27, 2024, and scheduled to last for seventy-four days (74), with an anticipated ending of September 9, 2024.

Fiscal Impact Fund 21 Building Fund, Measure Y; Fund 25 Capital Facilities Fund

Attachments

- Contract Justification Form
- Agreement, Bonds, and Other Contract Documents
- 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. 24-1483

Department: Facilities Planning and Management

Vendor Name: Mar Con Builders, Inc.

Project Name: Bella Vista ES Fire & Intrusion Alarm

Project No.: 21104

Contract Term: Intended Start: June 27, 2024

Intended End: September 9, 2024

Total Cost Over Contract Term: \$811,391.00

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?

Mar Con Builders, Inc. was selected by the District as the lowest responsible and responsive bid.

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

Mar Con Builders, Inc. will provide construction services which include furnishing and installing new fire and intrusion alarm systems, test and removal of the existing system for the Bella Vista Child Development Center Fire & Intrusion Alarm Project.

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?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- 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: _____

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 \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- 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 \$109,300 (as of 1/1/23)
- 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:

•



Oakland Unified School District
Local Business Utilization



LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime **Mar Con Builders.**

Project Name **Bella Vista Child Development Center Fire & Intrusion Alarm**

Project Number **21104**

Proposed Total Contract Amount **\$ 841,391**

BASE BID AMOUNT **\$ 811,391**

Proposed Total LBU Amount (%) **0 %**

Bid Opening Date **2/20/2024**

Time: **2:00 PM**

Project Manager: **John Esposito**

Architect: **Jensen Hughes**

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)	Total Amount of Contract (as a \$ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)
Company Name: Mar Con Builders Certifying Agency: Alameda/ Auditor-Contractor Address, City/State: 8108A Capwell Drive, Oakland, CA 94621 Certification No. (if available): 12-00024		%	35 %	%
Company Name: Digital Design Communications Certifying Agency: Address, City/State: 8128 Capwell Drive, Oakland Certification No. (if available): 		%	65 %	%
Company Name: Certifying Agency: Address, City/State: Certification No. (if available): 		%	%	%
Company Name: Certifying Agency: Address, City/State: Certification No. (if available): 		%	%	%
Company Name: Certifying Agency: Address, City/State: Certification No. (if available): 		%	%	%
Company Name: Certifying Agency: Address, City/State: Certification No. (if available): 		%	%	%
TOTAL PARTICIPATION	\$ 0.00	0.00 %	0.00 %	0.00 %

100%

APPROVAL - LBU Compliance Officer

NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **June 27, 2024**, 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”) 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 Bella Vista CDC Fire & Intrusion Alarm Project No. 21104, located at 2410 10th Avenue, Oakland,

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

Jensen Hughes, Inc. 1220 Concord Ave, Concord, CA. 94520, PH 925-938-3818

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only as specified in the bid form.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to COVID-19 and other public health emergencies, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents. In addition, the Contractor and its Subcontractors shall refer to specification section 01 35 13.23 (Site Standards and Covid Vaccination Requirements).

This contract is subject to the District’s Project Labor Agreement. The full version of OUSD’s latest Project Labor Agreement can be 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 COLBI DOCS 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 seventy-four (74) 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 June 27, 2024, in which case the deadline for Completion would be September 9, 2024.

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 \$1,500.00 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 \$1,500.00 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 **EIGHT HUNDRED ELEVEN THOUSAND THREE HUNDRED NINETY-ONE DOLLARS No/100 (\$811,391.00)** 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 includes a general contingency allowance of **THIRTY THOUSAND DOLLARS NO/100 (\$30,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Contract Documents other than special allowances. Any payment from an 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.

The Owner has made a finding that this Project is substantially complex and requires a retention amount greater than 5%. (Public Contract Code section 7201.)

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 One Million \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be Two Million \$2,000,000 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.

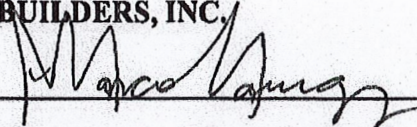
ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

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.

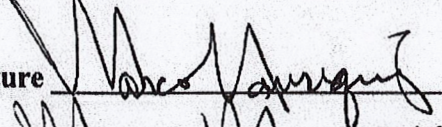
Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person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

**CONTRACTOR:
MAR CON BUILDERS, INC.**

Signature: 

Name: Marco Manriquez Date: 5/29/24


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

Signature 

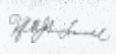
Name: Marco Manriquez Date: 5/29/24

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

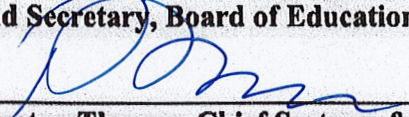
OAKLAND UNIFIED SCHOOL DISTRICT

 6/27/2024

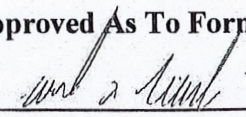
Benjamin Davis, President, Board of Education **Date**

 6/27/2024

Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education **Date**

 5.30.24

Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management **Date**

Approved As To Form:
 5/29/24

OUSD Facilities Legal Counsel **Date**

Agreement Between Owner & Contractor – Mar Con Builders, Inc. – Bella Vista Child Development Center Fire & Intrusion Alarm Project - \$811,391.00

829636
CALIFORNIA CONTRACTOR'S
LICENSE NO.

03/31/2025
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.

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 070223190

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 Eight Hundred Sixty Seven Thousand Two Hundred Sixty Two Dollars (\$ 867,262.00) 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 June 27, 2024, for construction of

The Bella Vista Child Development Center Fire & Intrusion Project No 21104 – located at 2410 10th Avenue, Oakland, CA 94606, which include to furnish and install a new fire and intrusion alarm system, test and removal of the existing system all in accordance with the project plans and specifications. (the "Contract").

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 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 24th day of May, 2024

{SR798942} I

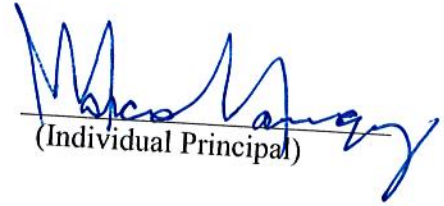
OAKLAND UNIFIED SCHOOL DISTRICT
BELLA VISTA CDC
FIRE & INTRUSION ALARM
PROJECT NO.:21104 & 21105

PERFORMANCE BOND
DOCUMENT 00 61 00

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)

MAR CON Builders, Inc.

(Affix Corporate Seal)

(Corporate Principal)

8108 A Capwell Drive
Oakland, CA 94621

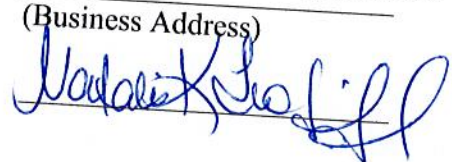
(Business Address)

(Affix Corporate Seal)

The Ohio Casualty Insurance Company
(Corporate Surety)

175 Berkeley St., Boston, MA 02116

(Business Address)



By: Natalie K. Trofimoff

Attorney-in-Fact

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

The total amount of premium charged is \$10,395.00.

The above must be filled in by Corporate Surety.

OAKLAND UNIFIED SCHOOL DISTRICT
BELLA VISTA CDC
FIRE & INTRUSION ALARM
PROJECT NO.:21104 & 21105

{SR798942}2

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)

On MAY 24 2024, 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*
Patricia Arana, Notary Public

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 070223190

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 Bella Vista CDC Fire & Intrusion Alarm Project located at 2410 10th Avenue, Oakland, which include to furnish and install a new fire and intrusion alarm system, test and removal of the existing system all in accordance with the project plans and specifications. (the "Contract").

which said agreement dated **June 27, 2024**, 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 Eight Hundred Sixty Seven Thousand Two Hundred* Dollars (\$ 867,262.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

*Sixty Two and no/100ths

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 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.

{SR798938} 1

OAKLAND UNIFIED SCHOOL DISTRICT
BELLA VISTA CHILD DEVELOPMENT CENTER
FIRE & INTRUSION ALARM
PROJECT. NO.:21104

PAYMENT BOND
DOCUMENT 00 61 01

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 24th day of May, 2024.

(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
Attorney-in-Fact

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

{SR798938}2

OAKLAND UNIFIED SCHOOL DISTRICT
BELLA VISTA CHILD DEVELOPMENT CENTER
FIRE & INTRUSION ALARM
PROJECT. NO.:21104

PAYMENT BOND
DOCUMENT 00 61 01

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 MAY 24 2024, 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*
Patricia Arana, Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8204962-977459

POWER OF ATTORNEY

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, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, 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 4th day of March, 2021.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of March, 2021 before me personally appeared David M. Carey, 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 King of Prussia, 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, 2025
Commission number 1126044
Member, Pennsylvania's Association of Notaries

By: 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 David M. Carey, 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 MAY 24 2021 day of



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Bella Vista Child Development Center
 Project: Fire & Intrusion Alarm
 Project #: 21104
 Estimate: \$464,000

Date: Tuesday, February 20, 2024
 Time: 2:00 P.M.
 Project Mgr: John Esposito
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

Company:	Mar Con Builders, Inc.	Base Bid:	\$781,391.00	Required Day of Bid:	
Address:	8108A Capwell Dr	Allowance:	\$30,000.00	Signed Bid Form	X
City/State:	Oakland, CA 94621	TOTAL:	\$811,391.00	Addendum Acknow.	X
Phone:	510-639-1914	Alternates:		Bid Bond	X
Fax:	510-639-1915			Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:59 P.M.	2/20/2024	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:10 P.M.	2/20/2024		

Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$30,000.00	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	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$30,000.00	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	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

Company:		Base Bid:		Required Day of Bid:	
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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	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

BID FORM
DOCUMENT 00 31 01

The Bella Vista CDC Fire & Intrusion Alarm & Hintil Kuu CDC Fire & Intrusion Alarm
at Two Sites for the
Oakland Unified School District

OAKLAND UNIFIED SCHOOL DISTRICT
955 High Street, Front Office desk
Oakland, CALIFORNIA 94601

Dear Board Members:

The undersigned, doing business under the firm name of Mar Con Builders, Inc., 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 for the following contracts on which the undersigned submits bids:

- **Bella Vista CDC Fire & Intrusion Alarm Project No 21104 –located at 2410 10th Avenue, Oakland, CA 94606 (the Contract”)**. The Scope of work to include to furnish and install new fire and intrusion alarm systems, test and removal of the existing system all in accordance with the project plans and specifications.
- **Hintil Kuu CDC Fire & Intrusion Alarm Project No 21105, located at 11850 Campus Dr., Oakland, CA, 94619 (“the Contract”)**. The Scope of work to include to furnish and install new fire and intrusion alarm systems, test and removal of the existing system all in accordance with the project plans and specifications.

The Contract Documents for the Contracts were prepared by Oakland Unified School District, Oakland, California.

Bid Amounts (Base Bids):

The undersigned submits one or more bids on the Contracts, as follows:

For the Bella Vista CDC Fire & Intrusion Alarm Contract:

<p>SEVEN HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED ^{NINETY-ONE} Dollars <i>Bid Amount Without Contingency Allowance</i></p>	<p><u>\$ 781,391</u></p>
<p>Thirty Thousand Dollars <i>Total of Allowances (see Section IV of Agreement)</i></p>	<p>\$30,000.00</p>
<p>EIGHT HUNDRED ELEVEN THOUSAND THREE HUNDRED ^{NINETY-ONE} Dollars <i>Total Base Bid Amount</i></p>	<p><u>\$ 811,391</u></p>
<p>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</p>	

For the Hintil Kuu CDC Fire & Intrusion Alarm Contract:

<p>EIGHT HUNDRED THIRTY SEVEN THOUSAND TWO HUNDRED SIXTY TWO Dollars <i>Bid Amount Without Contingency Allowance</i></p>	<p><u>\$ 837,262</u></p>
<p>Thirty Thousand Dollars <i>Total of Allowances (see Section IV of Agreement)</i></p>	<p>\$30,000.00</p>
<p>EIGHT HUNDRED SIXTY SEVEN THOUSAND TWO HUNDRED SIXTY TWO Dollars <i>Total Base Bid Amount</i></p>	<p><u>\$ 867,262</u></p>
<p>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</p>	

Miscellaneous:

OAKLAND UNIFIED SCHOOL DISTRICT
 BELLA VISTA CDC & HINTIL KUU CDC
 FIRE & INTRUSION ALARM
 PROJECT NO 21104 & 21105

BID FORM
 DOCUMENT 00 31 01

The low bid shall be determined as described in the Notice to Bidders. For each Contract awarded to the undersigned, the undersigned shall, within ten (10) days after mailing, faxing, or delivering of the Notice of Award or prior to the commencement of the Work, whichever is earlier, 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 for each Contract on which it has submitted a bid, 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 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 any Notice of Award of a Contract may be mailed, faxed, or delivered:

8108A Capwell Drive, Oakland, CA 94621, Fax: 510-639-1915, marco@marconcompany.com

Our Public Liability and Property Damage Insurance is placed with:

Our Workers' Compensation Insurance is placed with:

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the undersigned's bid for each Contract, 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 2/13/2024 Addendum No. _____ Date _____
Addendum No. _____ Date _____ Addendum No. _____ Date _____
Addendum No. _____ Date _____ Addendum No. _____ Date _____

A bid for any Contract above may be withdrawn in writing at any time prior to the scheduled time for the opening of bids, including any authorized postponement thereof.

A bidder shall not submit this bid form unless the bidder's California contractor's license number appears clearly on it, the license expiration date and class are stated, and the bid form 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: This bid form must give the full business address of the bidder and be signed by bidder with bidder's usual signature. 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. 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 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.

Name of Company as Licensed in California: MAR CON BUILDERS, INC.
Business Address: 8108A, Capwell Drive, Oakland, CA 94621
Telephone Number: 510-639-1914
California Contractor License No.: 829636
Class and Expiration Date: B, C15, C6, C9
Public Works Contractor Registration No.: 1000946787
State of Incorporation, if Applicable: California

INDIVIDUAL:

Dated: _____, 20__

(Name)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: _____, 20__

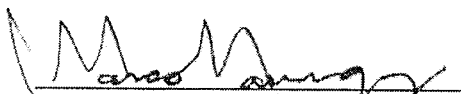
(Name)

General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: Feb 20, 2024



Marco Manriquez (Name)

President/CEO (Chairman, Pres., or Vice-Pres.)



Marco Manriquez (Name)

Secretary (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

BID BOND
DOCUMENT 00 40 00

Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
Mar Con Builders, Inc. as Principal and
The Ohio Casualty Insurance Company as Surety, are hereby held and firmly bound
unto the Oakland Unified School District ("Owner") in the sum of Ten Percent of
Total Bid Amount Submitted Dollars (10% of Total Bid) for payment of which sum, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to
enter into a Contract in writing for the construction of Bella Vista Child Development Center
Fire & Intrusion Alarm - Project No. 21104 in
strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a
contract in the form of agreement attached hereto and shall execute and deliver
Performance and Payment Bonds in the forms attached hereto (all properly completed in
accordance with said bid), and shall in all other respects perform the agreement created
by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force
and effect, it being expressly understood and agreed that the liability of the Surety for any
and all default of the Principal hereunder shall be the amount of this obligation as herein
stated.

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

{SR798944} 1

OAKLAND UNIFIED SCHOOL DISTRICT
BELLA VISTA CDC & HINTIL KUU CDC
FIRE & INTRUSION ALARM
PROJECT NO 21104 & 21105

BID BOND
DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 16th day of February, 2024, the name and corporate party being hereto affixed and these presents duly signed by its

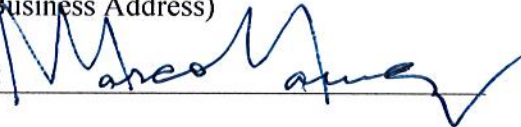
undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Mar Con Builders, Inc.
(Principal)

8108A Capwell Drive
Oakland, CA 94621

(Business Address)

By: 

The Ohio Casualty Insurance Company
(Corporate Surety)

175 Berkeley Street
Boston, MA 02116

(Business Address)

By: 

Patricia S. Arana, Attorney-In-Fact

The rate or premium of this bond is 0.00 per thousand, the total amount of premium charged, \$ 0.00.

(The above must be filled in by Corporate Surety).

{SR798944}2

OAKLAND UNIFIED SCHOOL DISTRICT
BELLA VISTA CDC & HINTIL KUU CDC
FIRE & INTRUSION ALARM
PROJECT NO 21104 & 21105

BID BOND
DOCUMENT 00 40 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)

On Feb. 16, 2024, before me, C.L. Hernandez, Notary Public, personally appeared Patricia S. Arana, 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 C. L. Hernandez
C.L. Hernandez, Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8204962-977459

POWER OF ATTORNEY

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, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, 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 4th day of March, 2021.



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

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of March, 2021 before me personally appeared David M. Carey, 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 King of Prussia, 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, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
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 David M. Carey, 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 16th day of February, 2024.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: Bella Vista CDC & Hintil Kuu CDC Fire & Intrusion Alarm

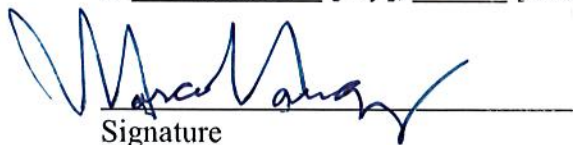
The undersigned declares:

I am the President/CEO of Mar Con Builders, Inc., the party making the foregoing bid or proposal ("Bid").

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The bidder or proposer ("Bidder") has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding or proposing ("Bidding"). The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on Feb 20, 2024 at Oakland [city], California [state].


Signature

Marco Manriquez
Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
BELLA VISTA CDC & HINTIL KUU CDC
FIRE & INTRUSION ALARM
PROJECT NO 21104 & 21105

NON-COLLUSION
DOCUMENT 00 40 03

SUFFICIENT FUNDS DECLARATION
DOCUMENT 00 11 13
(Labor Code section 2810)


To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District
Contract: Bella Vista CDC & Hintil Kuu CDC Fire & Intrusion Alarm Project

I, Marco Manriquez, declare that I am the President/CEO
[insert title] of Mar Con Builders, Inc., the entity making and submitting the bid for
the above Project that accompanies this Declaration, and that such bid includes sufficient
funds to permit Mar Con Builders, Inc. *[insert name of entity]* to comply with all local,
state or federal labor laws or regulations during the Project, including payment of
prevailing wage, and that Mar Con Builders, Inc. *[insert name of entity]* will comply with
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on Feb 20 2024, at Oakland *[city]*,
California *[state]*.

Date: 2/20/2024



Signature
Print Name: Marco Manriquez
Print Title: President/CEO

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS**
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code section 45125.2, and if such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see *Attachment A* to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
 - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see *Attachment B* to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)
3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

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Dated: 2/20/2024


Signature

Name: Marco Manriquez

Title: President/CEO

ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.

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- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury,

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great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

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ATTACHMENT B

**INDEPENDENT CONTRACTOR STUDENT CONTACT FORM
FOR CONSTRUCTION CONTRACTS**

Note: This form must be submitted by Contractor before it may commence any work.

Contractor Firm Name: Mar Con Builders, Inc.
Supervisor/Foreman Name: TBD
Start Date: April 11, 2024
Completion Date: TBD
Location of Work: 2410 10th Ave, Oakland, 94606
Hours of Work: _____
Length of Time on Grounds: 74 calendar days
Number of Employees on the Job: 4-6

The Owner has determined that my employees, or that I as a sole proprietor, will have more than limited contact with students. Therefore, pursuant to Education Code section 45125.2, my firm will use the following methods to ensure student safety (check at least one):

- A physical barrier will be installed at the worksite to limit contact with pupils.
- I am not a sole proprietorship, and my employees will be continually monitored and supervised by one of my employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

Name of employee who is the custodian of the Department of Justice verification information:

- The Owner has agreed that my employees or sole proprietor will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: 2/20/2024

Signature: _____

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Typed Name: Marco Manriquez
Title: President/CEO
Contractor: Mar Con Builders, Inc.

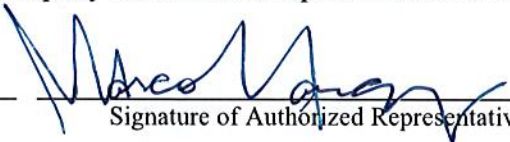
SCHEDULE Z
DOCUMENT 00 52 00

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION**

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.			
<u>Mar Con Builders, Inc.</u> Company Name		 Signature of Authorized Representative	
<u>8108A Capwell Drive, Oakland, CA 94621</u> Address		<u>Maro Manriquez</u> Type or Print Name	
<u>94621</u> Area Code	<u>510-639-1914</u> Phone	<u>2/20/2024</u> Date	<u>Marco Manriquez</u> Type or Print Name

END OF DOCUMENT

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: Bella Vista CDC & Hintil Kuu CDC Fire & Intrusion Alarm

Check option that applies:

I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

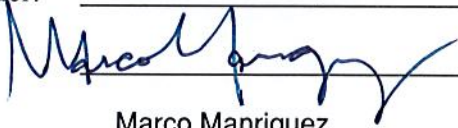
I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Oakland Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 2/20/2024

Proper Name of Bidder: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President/CEO

END OF DOCUMENT

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: **Bella Vista CDC & Hintil Kuu CDC Fire & Intrusion Alarm**

Check option that applies:

I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

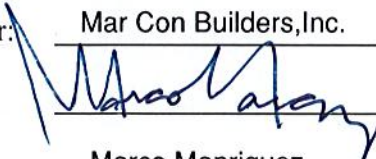
I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Oakland Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 2/20/2024

Proper Name of Bidder: Mar Con Builders, Inc.

Signature:  _____

Print Name: Marco Manriquez

Title: President/CEO

END OF DOCUMENT



MAR CON BUILDERS, INC.

8108A Capwell Dr, Oakland, CA 94621

RE:

Date: 2/20/2024

OUSD Bella Vista Child Development Center Fire & Intrusion Alarm, Project No. 21104

To:

Oakland Unified School District

Mar Con Builders has demonstrated a good faith effort to reach out to subcontractors & suppliers for Bella Vista Child Development Center Fire & Intrusion Alarm Project No. 21104. Mar Con Builders used the Bay Area Builders Exchange to Locate subcontractors & suppliers for this project, NO DVBE Subcontractors/Suppliers were listed (please see attachments).

Thank you,

Marco Manriquez

President/CEO



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
Project Name	Bella Vista Child Development Center Fire & Intrusion Alarm		Site 805
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	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	21104		

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	6-27-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	9-9-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$811,391.00	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 <u>before</u> completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9655/9850	Fund 21, Measure Y & Fund 25 Cap Fac. Fund	210-9655-0 9850- 8500-6274-805- 9180-9906-9999-21104	6274	\$393,765.00
9021/9850		250-9021-0-9850-8500-6274-805- 9180-9000-9999-21104	6274	\$417,626.00

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	Kenya Chatman (PO) Date Approved 5.30.24	
2.	General Counsel, Facilities	Signature	Date Approved 5/29/24	
3.	Chief Systems & Services Officer, Facilities Planning and Management	Signature	Date Approved 5.30.24	
4.	Chief Financial Officer	Signature	Date Approved	
5.	President, Board of Education	Signature	Date Approved	