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Enactment Date	5/28/14

# Memo

**To** Board of Education

**From** Dr. Gary Yee, Ed.D., Acting Superintendent and Secretary, Board of Education  
 By: Vernon Hal, Deputy Superintendent, Business Operations ~~NEA~~  
 Timothy White, Associate Superintendent, Facilities Planning and Management

**Board Meeting Date** May 28, 2014

**Subject** Award of Bid - Mar Con Co. - Madison Middle School Interim Housing Portables Project

**Action Requested** Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1314-1116, Award of Bid and Construction Contract on behalf of the District for the Madison Middle School Interim Housing Portables Project to Mar Con Co., 8135 Capwell Drive, Oakland, CA 94621 in the amount of \$291,580.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any, and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: Seventy-two days (72) days Calendar Days, commencing May 29, 2014, and ending on August 8, 2014.

**Background** The new portables are interim housing for the Madison Expansion high school students.

**Local Business Participation Percentage** 63.80%

**Strategic Alignment** Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

## Recommendation

Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1314-1116, Award of Bid and Construction Contract on behalf of the District for the Madison Middle School Interim Housing Portables Project to Mar Con Co., 8135 Capwell Drive, Oakland, CA 94621 in the amount of \$291,580.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any, and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: Seventy-two days (72) days Calendar Days, commencing May 29, 2014, and ending on August 8, 2014.

## Fiscal Impact

County School Facilities Fund

## Attachments

- Award of Bid and Construction Contract including scope of work
- Payment and Performance Bonds
- Certificate of Insurance

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

**RESOLUTION NO. 1314-1116**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE  
MADISON MIDDLE SCHOOL INTERIM HOUSING PORTABLES PROJECT**

**WHEREAS the DISTRICT** has heretofore requested bids includes the connection of utilities to three modular classroom buildings including chain link fencing, carpentry, painting, plumbing, electrical, fire alarm, intrusion alarm and asphaltic ramps, for the Madison Middle School Interim Housing Portables Project for the Oakland Unified School District of Alameda County, California; and;

**WHEREAS** one (1) bid was provided via Division of Facilities Planning and Management in response to the said request as follows:

<b>Contractor:</b>	<b>Location</b>	<b>Bid Amount</b>
Mar Con Co.	Oakland, CA	\$291,580.00

and,

**WHEREAS** the responsive bidder has either met the goals for the participation of minority, women and disabled veteran businesses or documented a “good-faith” effort to do so as required by the District Policy for such participation;

RESOLUTION OF THE  
BOARD OF EDUCATION  
OAKLAND UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 1314-1116

AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE  
MADISON MIDDLE SCHOOL INTERIM HOUSING PORTABLES PROJECT  
PROJECT

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, MAR CON CO. , for the performance of the bid work, in the amount of TWO HUNDRED NINETY-ONE THOUSAND, FIVE HUNDRED EIGHTY DOLLAR AND NO CENTS (\$291,580.00) be and is hereby accepted; all other bids are rejected, if any; and

BE IT FURTHER RESOLVED that the President and Secretary of this Board be and they are hereby authorized to enter into a contract, subject to form and content approval by the General Counsel, with MAR CON CO. for the performance of bid work.

Passed by the following vote:

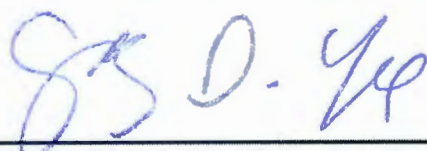
AYES: Jody London, Jumoke Hinton Hodge, Roseann Torres,  
Christopher Dobbins, Vice President James Harris, President  
David Kakishiba

NOES: None

ABSTAINED: None

ABSENT: Anne Washington

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on May 28, 2014.

  
\_\_\_\_\_  
Dr. Gary Yee, Acting Superintendent and  
Secretary, Board of Education

**DOCUMENT 00 52 13**  
(FORMERLY DOCUMENT 00530)

**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 29<sup>th</sup> day of April, 2014, by and between the Oakland Unified School District ("District" or "Owner") and Mar Con Co. ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **Madison Middle School Interim Housing Portables**  
PROJECT NO.: **13121**  
RESOLUTION NUMBER: **1314-1116**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

**2. The Contract Documents:**

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents:** Should any question arise concerning the intent, precedence, or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, the following order of precedence shall prevail:
- (i) District-approved modifications, beginning with the most recent (if any);
  - (ii) The Agreement;
  - (iii) The Special Conditions (if any);
  - (iv) Any Supplemental Conditions (if any);
  - (v) The General Conditions;
  - (vi) The remaining Division 0 documents;
  - (vii) The Division 1 Documents (Specifications – General Conditions);
  - (viii) The Division 2 through Division 32 documents (Technical Specifications);
  - (ix) Figured dimensions;
  - (x) Large-scale drawings;
  - (xi) Small-scale drawings.

In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

- 3. Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **Seventy-two (72)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All work must be completed by August 8, 2014.**

- 4. Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
- 5. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
- **Project Completion:** One thousand dollars and no cents (\$1,000.00) per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.
- a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
  - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
  - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
  - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
  - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
  - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
  - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
- 6. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
- 7. Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

- 8. Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 9. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 10. Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 11. Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type Class A-829636, Class B: C-6 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 12. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 13. Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

**14. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Two hundred sixty-seven thousand, five hundred eighty dollars**

**(\$267,580.00), (Base Contract Amount)**

+ **Twenty-four thousand dollars**

**(\$24,000.00), (Contingency Allowance Amount)**

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= **Two hundred ninety-one thousand, five hundred eighty dollars**

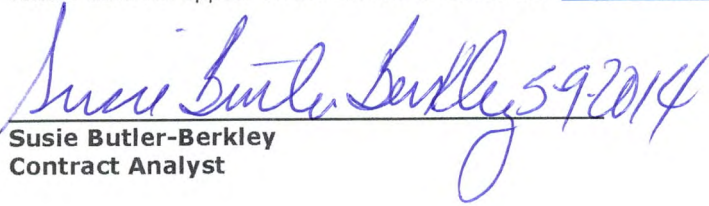
**(\$291,580.00), ("Contract Price")**

- a. The above Allowances are within the Contract Price only to the extent Contractor has performed Work encompassed by the Allowance description, Contractor has appropriately invoiced for that Work, and the District has approved that invoice. The Contractor is permitted to invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of the each Allowance shall be retained by the District at the end of the Project.
- b. The Contract Price shall be paid in lawful money of the United States.
- c. The Contract Price shall be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

**15. Authority of Contractor's Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.

**16. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

  
**Susie Butler-Berkley**  
**Contract Analyst**



IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: 5/29, 2014

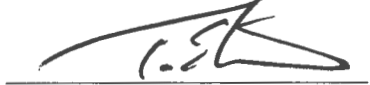
**OAKLAND UNIFIED SCHOOL DISTRICT**

By: 

Print Name: David Kakashiba  
Print Title: President, Board of Education

By: 

Print Name: Dr. Gary Yee, Acting Superintendent  
Print Title: Secretary, Board of Education

By: 

Print Name: Timothy E. White  
Print Title: Associate Superintendent  
Facilities, Planning and Management

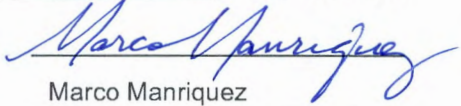
**Approved as to Form:**

By: 

Print Name: Catherine Boskoff  
Print Title: Special Facilities Counsel

Dated: April 29, 2014

**MAR CON, CO. CONTRACTOR**

By: 

Print Name: Marco Manriquez  
Print Title: Owner

**NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.**

END OF DOCUMENT

**DOCUMENT 00 41 13**  
(FORMERLY DOCUMENT 00140)

**BID FORM**

To: Board of Education / Oakland Unified School District ("District" or "Owner")

From: MAR CON, CO.

(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 35-14

PROJECT: Madison Middle School Interim Housing Portables

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

<b>Base Bid Amount:</b>	\$ <u>267,580.00</u>
<b>Contingency Allowance Amount:</b>	\$ <u>24,000.00</u>
<b>Total Bid Amount:</b>	\$ <u>291,580.00</u>

\*\*Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

**NOT APPLICABLE.**

2. **Contingency Allowance(s).** The Bidder's Base Bid shall **NOT** include the Contingency Allowance in Contract Document 00 42 00. The District will add any Contingency Allowance amount to the successful bidder's Contract, at the District's discretion.
3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
  - The Bid Bond on the District's form or other security
  - The Designated Subcontractors List
  - The Site-Visit Certification, if a site visit was required.
  - The Noncollusion Affidavit
  - Iran Contracting Act Certification
9. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>April 17, 2014</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

10. **License.**

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
  - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
  12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
  13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.
  14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
  15. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 22 day of April 20 14

Name of Bidder MAR CON, CO.

Type of Organization Sole Proprietor

Signed by *Marco Manriquez* Marco Manriquez

Title of Signer Owner

Address of Bidder 8135 Capwell Drive, Oakland, CA 94621

Taxpayer's Identification No. of Bidder 45-5166744

Telephone Number 510-205-4924 510-205-4925 (c) 510-875-8070 (office)

Fax Number 510-664-4364 510-632-6999

E-mail Marco@marconcompany.com Web page marconcompany.com

Contractor's License No(s):  
No.: 829636 Class: B, C-6 Expiration Date: 12/31/2015  
No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If Bidder is a corporation, provide the following:

Name of Corporation: \_\_\_\_\_  
President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_  
Manager: \_\_\_\_\_

END OF DOCUMENT



# Interoffice Memo

Date: April 24, 2014  
 To: Tadashi Nakadegawa, Director of Facilities  
 From: Eric Scheuermann-  
 Project Name: Madison Interim Housing Portables  
 Project No.: 13121  
**RE: Acceptance of Bid**

REQUEST FOR REVIEW OF BID TO ENABLE AWARD:

### BID TALLY

	1 <sup>st</sup> Low Bidder	2 <sup>nd</sup> Low Bidder	3rd Low Bidder	4 <sup>th</sup> Bidder
<b>Contractor</b>	Mar Con Co	N/A	N/A	N/A
<b>Base Bid Amount</b>	\$267,580	N/A	N/A	N/A
<b>Contingency Allowance</b>	\$24,000	N/A	N/A	N/A
<b>Total Bid Amount</b>	\$291,580	N/A	N/A	N/A
<b>Local Business Participation</b>	63.86%	N/A	N/A	N/A

SGI/RGM recommends the award of the bid to Mar Con Co., for a total contract amount of \$291,580.00.

TOTAL PROJECT BUDGET: \$650,000.00 REMAINING PROJECT BUDGET \$183,473.00

RECOMMENDATION: Eric Scheuermann  
 Eric Scheuermann – Project Manager

4/24/14  
 Date

ACCEPTANCE: [Signature]  
 Tadashi Nakadegawa – Director of Facilities

4/25/14  
 Date

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: **MAR CON Co.**  
 Project: Madison MS Interim Housing  
 Project #:13121  
 Estimate: \$240,000

Date: Tuesday, April 22, 2014  
 Time: 2:00 pm  
 Project Mgr: Eric Scheuermann  
 Architect: Byrens Kim Design Works

**Based Bid** \$ **267,580.00**  
**Verified Local Business Participation** 3.0% \$ **8,027.40**  
**Based Bid W/ LBP Discount** \$ **259,552.60**

	LBE	SLB	SLBR	COMMENTS:
<b>Company: MAR CON Co.</b>				1
Address: 8135 Capwell Drive				2
City/State: Oakland, CA 94621				3
Phone:(510) 205-4924				4
<b>Company: Digital Design Communications</b>				1
Address: 8135 Capwell Drive		63.86%		2
City/State: Oakland, CA 94621				3
Phone:(510)632-0650				4
<b>Company:</b>				1
Address:				2
City/State:				3
Phone:				4
<b>TOTAL PARTICIPATION</b>	0.0%	63.86%	0.00%	<b>63.86%</b>

APPROVAL- LBU Compliance Officer

EXECUTED IN DUPLICATE

Bond No: 1000902629

Premium: \$6,832.00

DOCUMENT 00 61 14

**PERFORMANCE BOND (100% of Contract Price)**

(Note: Bidders must use this form, NOT a surety company form.)

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the Oakland Unified School District, ("District") and MarCon Co. ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Madison Middle School Interim Housing Portables (Project Name)  
("Project" or "Contract")

which Contract dated April 29, 20 14, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

**NOW, THEREFORE**, the Principal and American Contractors Indemnity Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Two Hundred Ninety One Thousand Eight Hundred Fifty and no/ 100 \*\*\*\*\* DOLLARS

(\$ 291,850.00\*\*\*\*\*), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The 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 shall in any way affect its obligation on this

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Madison Middle School**  
**Interim Housing**  
**Project No. 13121**  
**March 11, 2014**

**PERFORMANCE BOND**  
**DOCUMENT 00 61 14-1**



EXECUTED IN DUPLICATE

bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

American Contractors Indemnity Company

Attention: Nhung Saephan

Telephone No.: ( 916 ) 568 - 7818

Fax No.: ( ) -

E-mail Address: NNguyen@hccsurety.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 5th day of May, 2014.

**Principal**

MarCon Co.

(Name of Principal)

*Marco Marinquez*  
(Signature of Person with Authority)

Marco Marinquez  
(Print Name)

**Surety**

American Contractors Indemnity Company

(Name of Surety)

*Kathleen Beck*  
(Signature of Person with Authority)

Kathleen Beck, Attorney-In-Fact  
(Print Name)

James C. Jenkins Insurance Services  
(Name of California Agent of Surety)

1390 Willow Pass Rd #800, Concord, CA 94520  
(Address of California Agent of Surety)

800-234-6363  
(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Madison Middle School  
Interim Housing  
Project No. 13121  
March 11, 2014

**PERFORMANCE BOND**  
**DOCUMENT 00 61 14-2**

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

*American Contractors Indemnity Company*

*of Los Angeles, California, organized under the laws of California, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Surety**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

*THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 23rd day of May, 1994, I have hereunto set my hand and caused my official seal to be affixed this 24th day of December, 2005.*

Fee \$2,361.00

John Garamendi  
Insurance Commissioner

Rec. No. 578370

Filed 10/04/90

By

Victoria S. Sidbury  
Deputy

Certification

*I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.*

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 13th day of December, 2006.*

John Garamendi  
Insurance Commissioner

By

Pauline D'Andrea  
Pauline D'Andrea

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Kathleen Beck of Concord, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*3,000,000.00\*\* ).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



[Signature] Daniel P. Aguilar, Vice President

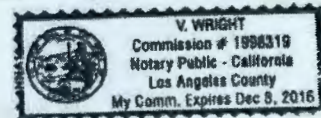
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature 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.

Signature [Signature] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 5th day of May, 2014.

Corporate Seals

Bond No. 1000902629 Agency No. 11115



[Signature] Jeannie Lee, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California  
County of Contra Costa

On May 5, 2014, before me, Robin Rasmussen, Notary Public personally appeared Kathleen Beck

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 following paragraph is true and correct

WITNESS my hand and official seal.

*[Handwritten Signature]*  
\_\_\_\_\_  
Robin Rasmussen                      Signature of Notary Public

**Optional**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of attached Document**

Title or Type of Document: Performance Bond

Document Date May 5, 2014

Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) claimed by Signer(s)**

Signer's Name: Kathleen Beck

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner-  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other : \_\_\_\_\_

- Partner-  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other : \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER
Top of Thumb Here

RIGHT THUMBPRINT OF SIGNER
Top of Thumb Here

Signer is Representing:  
American Construction Indemnity Company

Signer's Name:  
 Individual  
 Corporate Officer  
Title(s): \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

EXECUTED IN DUPLICATE

Bond No: 1000902629

Premium: Included in Performance Bond

DOCUMENT 00 61 15

**PAYMENT BOND – Contractor's Labor & Material Bond (100% of Contract Price)**  
**(Note: Bidders must use this form, NOT a surety company form.)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the Oakland Unified School District, (or "District") and MarCon Co., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Madison Middle School Interim Housing Portables (Project Name)  
("Project" or "Contract")

which Contract dated April 29, 2014, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in division 4, part 6 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

**NOW, THEREFORE**, the Principal and American Contractors Indemnity Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

Two Hundred Ninety One Thousand Eight Hundred Fifty and no/ 100\*\*\*\*\* DOLLARS

(\$ 291,850\*\*\*\*\*), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee 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 under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

The 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 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 Contract Documents or to the Work.

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Madison Middle School**  
**Interim Housing**  
**Project No. 13121**  
**March 11, 2014**

**PAYMENT BOND**  
**DOCUMENT 00 61 15-1**

EXECUTED IN DUPLICATE

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 5th day of May, 2014.

**Principal**

MarCon Co  
(Name of Principal)

*Marco Munoz*  
(Signature of Person with Authority)

Marco Munoz  
(Print Name)

**Surety**

American Contractors Indemnity Company  
(Name of Surety)

\_\_\_\_\_  
(Signature of Person with Authority)

Kathleen Beck, Attorney-In-Fact  
(Print Name)

James C. Jenkins Insurance Services  
(Name of California Agent of Surety)

1390 Willow Pass Rd #800, Concord, CA 94520  
(Address of California Agent of Surety)

800-234-6363  
(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Madison Middle School  
Interim Housing  
Project No. 13121  
March 11, 2014

**PAYMENT BOND**  
**DOCUMENT 00 61 15-2**

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

*American Contractors Indemnity Company*

*of Los Angeles, California, organized under the laws of California, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Surety**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

*THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, effective as of the 23rd day of May, 1994, I have hereunto set my hand and caused my official seal to be affixed this 24th day of December, 2005.

Fee \$2,361.00

Rec. No. 578370

Filed 10/04/90

John Garamendi  
Insurance Commissioner

By  
Certification

Victoria S. Sidbury  
Deputy

*I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 13th day of December, 2006.

John Garamendi  
Insurance Commissioner

By  
Pauline D'Andrea  
Pauline D'Andrea

**POWER OF ATTORNEY**

**AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Kathleen Beck of Concord, California**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*3,000,000.00\*\*).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

**AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



[Signature]  
Daniel P. Aguilar, Vice President

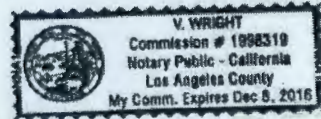
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature 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.

Signature [Signature] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 5th day of May, 2014.

Corporate Seals



[Signature]  
Jeannie Lee, Assistant Secretary

Bond No. 1000902629  
Agency No. 11115



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California  
County of Contra Costa

On May 5, 2014, before me, Robin Rasmussen, Notary Public personally appeared Kathleen Beck

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 following paragraph is true and correct

WITNESS my hand and official seal.

\_\_\_\_\_  
Robin Rasmussen                      Signature of Notary Public

**Optional**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of attached Document**

Title or Type of Document: Payment Bond

Document Date May 5, 2014

Number of Pages: 2

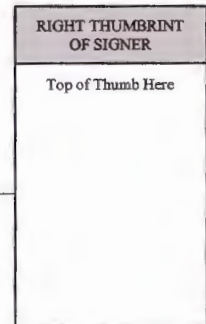
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) claimed by Signer(s)**

Signer's Name: Kathleen Beck

- Individual
- Corporate Officer
- Title(s):
- Partner-  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other : \_\_\_\_\_

- Partner-  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other : \_\_\_\_\_



Signer is Representing:  
American Contractors Indemnity Company

Signer's Name:  
 Individual  
 Corporate Officer  
Title(s):

Signer is Representing: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/30/2014

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

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

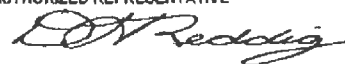
<b>PRODUCER</b> Associated Insurance Services, 600 Hampshire Rd., #150 Westlake Village, CA 91361 Tim McClain	Phone: 805-495-4634 Fax: 805-494-0781	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Developers Surety &amp;</td> <td></td> <td>12718</td> </tr> <tr> <td>INSURER B : Indemnity Co.</td> <td></td> <td></td> </tr> <tr> <td>INSURER C : The State Comp. Ins. Fund</td> <td></td> <td>35076</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Developers Surety &		12718	INSURER B : Indemnity Co.			INSURER C : The State Comp. Ins. Fund		35076	INSURER D :			INSURER E :			INSURER F :	
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INSURER E :																						
INSURER F :																						
<b>INSURED</b> Mar Con Co. 8135 Capwell Dr. Oakland, CA 94621																						

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDD SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	BIS00015312-02	04/02/2014	04/02/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	9054061-2014	05/05/2014	05/05/2015	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Job: Madison Interim Housing Portables. OUSD #13121. Certificate holder & SGI Construction Management are included as additional insureds in regards to the general liability.

<b>CERTIFICATE HOLDER</b>  <p style="text-align: center;">OAKLAND</p> Oakland Unified School District Facilities Planning & Mgmt 955 High Street Oakland, CA 94601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured, but only to the extent that such person or organization is held liable for your acts or omissions arising out and in the course of your ongoing operations performed for such additional insured. A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - b. Supervisory, inspection, architectural or engineering activities.
  2. "Bodily injury" or "property damage" occurring after:
    - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
    - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
  3. "Bodily injury", "property damage" or "personal and advertising injury" involving or related to or in connection with any additional insured or any location covered by a scheduled or blanket additional insured endorsement that is a part of the policy.
- C. **Primary and Non-contributory Insurance** - We will consider this insurance to be primary and non-contributory to other insurance issued directly to additional insured person(s) or organization(s) to which this endorsement applies if each such additional insured is a named insured in such other insurance and a written contract between you and such person(s) or organization(s) specifically requires that we consider this insurance to be primary and non-contributory.
- D. **Waiver of Subrogation** – We waive any right of recovery we may have against the additional insured person(s) or organization(s) to which this endorsement applies if each such additional insured is a named insured in such other insurance and a written contract between you and such person(s) or organization(s) specifically requires that we waive subrogation because of payments we make for injury or damage arising out of "your work" done under a contract with such person(s) or organization(s) to which this endorsement applies.

## AWARD OF BID CONTRACT ROUTING FORM

Project Information			
<b>Project Name</b>	Madison MS Interim Housing Portables	<b>Site</b>	215
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information					
Contractor Name	Mar Con Co.	Agency's Contact	Marco Manriquez		
OUSD Vendor ID #	New Vendor	Title	Contractor		
Street Address	8135 Capwell Drive	City	Oakland	State	CA Zip 94621
Telephone	510-875-8070	Policy Expires	4-2-2015		
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No		
OUSD Project #	13121				

Term			
Date Work Will Begin	5-29-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	8-8-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$291,580.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
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
9350	County School Facilities	2159003891	6271	

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.					
1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Director, Facilities				
	Signature	Date Approved	5/6/14		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	5-6-14		
	Associate Superintendent, Facilities Planning and Management				
3.	Signature	Date Approved			
	Deputy Superintendent, Business Operations				
4.	Signature	Date Approved	5/13/14		
	President, Board of Education				
5.	Signature	Date Approved			