

Board Office Use: Legislative File Info.	
File ID Number	23-1135
Introduction Date	6-7-2023
Enactment Number	23-1137
Enactment Date	6/7/2023 os



## Memo (Bid Award)

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Lisa Grant-Dawson, Chief Business Officer, Division of Facilities Planning and Management

**Board Meeting Date** June 7, 2023

**Subject** Agreement Between Owner and Contractor – Mar Con Builders, Inc. – Kaiser Child Development Center Campus Improvements 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, California, for the latter to provide scope of work to include but not limited to replace existing play area and play structure to construct an outdoor learning/play area, and play structures. Replace AC paving adjacent to the school site, and install new turf in play yard. Includes fire alarm replacement throughout existing building, for the **Kaiser Child Development Center Campus Improvements Project**, in the lump sum amount of **\$6,551,440.00**, which includes a contingency allowance of **\$260,000.00**, with the work anticipated to commence on **June 8, 2023**, and required to be completed within one hundred fifty days (150), with an anticipated ending of **November 4, 2023**.

**Discussion** The District negotiated this contract directly with Contractor after the District failed to receive any bids in response to the invitation to bid on the project (Public Contract Code §22038)

**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, California, for the latter to provide scope of work to include but not limited to replace existing play area and play structure to construct an outdoor learning/play area, and play structures. Replace AC paving adjacent to the school site, and install new turf in play yard. Includes fire alarm replacement throughout existing building, for the Kaiser Child Development Center Campus Improvements Project, in the lump sum amount of \$6,551,440.00, which includes a contingency allowance of \$260,000.00, with the work anticipated to commence on June 8, 2023, and required to be completed within one hundred fifty days (150), with an anticipated ending of November 4, 2023.

**Fiscal Impact** Fund 21 Building Fund, Measure Y and Fund 12 Child Development

**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.** 23-1135

**Department:** Facilities Planning and Management

**Vendor Name:** Mar Con Builders, Inc.

**Project Name:** Kaiser Child Development Center Campus Improvements Project

**Project No.:** 21112

**Contract Term:** Intended Start: June 8, 2023

Intended End: November 4, 2023

**Total Cost Over Contract Term:** \$6,551,440.00

**Approved by:** Kenya Chatman

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

**Local Business Policy?**  Yes (No if Unchecked)

**How was this contractor or vendor selected?**

The District negotiated this contract directly with Contractor after the District failed to receive any bids for the project.

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

Mar Con Builders, Inc. for the latter to provide scope of work to include but not limited to replace existing play area and play structure to construct an outdoor learning/play area, and play structures. Replace AC paving adjacent to the school site, and install new turf in play yard. Includes fire alarm replacement throughout existing building, for the Kaiser Child Development Center Campus Improvements 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?

The District did not receive bids for this project, thus, the District reached out directly to Mar Con Builders, Inc. to visit the site and submit a quote. The District found that the quote was at a reasonable price for the district.

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: No bids were received in response to the District’s invitation for the same (Public Contract Code §22038)

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:

- The District negotiated this contract directly with Contractor after failing to receive any bids following the District’s invitation for the same.

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective **June 8, 2023**, 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 Kaiser Child Development Center Site Improvements Project, 25 S Hill Ct., Oakland, CA 94618

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

Gelfand Partners Architects, 165 Tenth Street, Suite 100, San Francisco, CA 94103, 415-346-4040

and other Contract Documents relating thereto.

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.

This contract is subject to the District’s Project Labor Agreement, dated June 30, 2021, which is available to upload found by going to the OUSD home page: [ousd.org](http://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 one hundred fifty days (150) 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 8, 2023**, in which case the deadline for Completion would be **November 4, 2023**.

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

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

Accordingly, the parties agree that \$1,000.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

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

Accordingly, the parties agree that \$1,000.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

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

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

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

#### **ARTICLE IV. PAYMENT AND RETENTION.**

The Owner agrees to pay the Contractor in current funds **SIX MILLION FIVE HUNDRED FIFTY-ONE THOUSAND FOUR HUNDRED FORTY DOLLARS NO/100 (\$6,551,440.00)** 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 special allowance of **\$50,000** for the following scope of work Hazardous Material Allowance (see the Bid Form in the plans and specifications for details of this special allowance scope). The above contract price includes a general contingency allowance of **TWO HUNDRED SIXTY THOUSAND DOLLARS NO/100 (\$260,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such

payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

#### **ARTICLE V. CHANGES.**

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

#### **ARTICLE VI. TERMINATION.**

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

#### **ARTICLE VII. PREVAILING WAGES.**

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

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

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

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

#### **ARTICLE VIII. WORKING HOURS.**

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

or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

**ARTICLE IX. APPRENTICES.**

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

**ARTICLE X. DSA OVERSIGHT PROCESS.**

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

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

**ARTICLE XI. INDEMNIFICATION AND INSURANCE.**

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

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and

during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$4,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$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.**

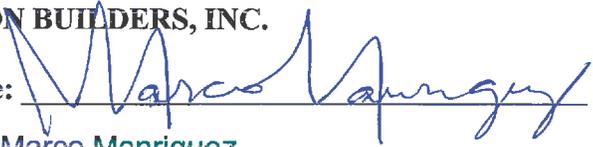
Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person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

**ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.**

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

**CONTRACTOR:**

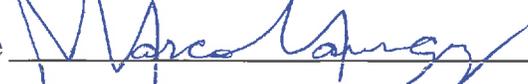
**MAR CON BUILDERS, INC.**

Signature: 

Name: Marco Manriquez

Date: 5/16/2023

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

Signature 

Name: Secretary

Date: 5/16/2023

(Secretary, Asst. Secretary, CFO, or Asst. Treasure) \_\_\_\_\_

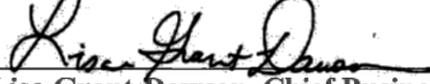
OAKLAND UNIFIED SCHOOL DISTRICT

  
Mike Hutchinson, President, Board of Education

6/8/2023  
Date

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

6/8/2023  
Date

  
Lisa Grant-Dawson, Chief Business Officer Facilities Planning and Management

5/22/2023  
Date

Approved As To Form: (Limited Approval)

  
OUSD Facilities Legal Counsel

5/19/23  
Date

829636

CALIFORNIA CONTRACTOR'S  
LICENSE NO.

3/31/2025

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.

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Kaiser CDC  
 Project: Campus Improvements  
 Project #: 21112  
 Estimate: \$2,600,000

Date: Thursday, March 30, 2023  
 Time: 2:00 P.M.  
 Project Mgr: Victor Manansala  
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

<b>Company:</b>	Base Bid:		<b>Required Day of Bid:</b>
Address:	Allowance:	\$260,000.00	Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z <b>Local Business Participation Form</b> DVBE Forms
City/State:	<b>TOTAL:</b>		
Phone:	Alternates:		
Fax:			
<b>NO BIDS RECEIVED</b>		<u>Time Submitted</u> <u>Date Submitted</u>	
		<u>Time Opened</u> <u>Date Opened</u>	
<b>Company:</b>	Base Bid:		<b>Required Day of Bid:</b>
Address:	Allowance:	\$260,000.00	Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z <b>Local Business Participation Form</b> DVBE Forms
City/State:	<b>TOTAL:</b>		
Phone:	Alternates:		
Fax:			
		<u>Time Submitted</u> <u>Date Submitted</u>	
		<u>Time Opened</u> <u>Date Opened</u>	
<b>Company:</b>	Base Bid:		<b>Required Day of Bid:</b>
Address:	Allowance:	\$260,000.00	Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z <b>Local Business Participation Form</b> DVBE Forms
City/State:	<b>TOTAL:</b>		
Phone:	Alternates:		
Fax:			
		<u>Time Submitted</u> <u>Date Submitted</u>	
		<u>Time Opened</u> <u>Date Opened</u>	
<b>Company:</b>	Base Bid:		<b>Required Day of Bid:</b>
Address:	Allowance:	\$260,000.00	Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z <b>Local Business Participation Form</b> DVBE Forms
City/State:	<b>TOTAL:</b>		
Phone:	Alternates:		
Fax:			
		<u>Time Submitted</u> <u>Date Submitted</u>	
		<u>Time Opened</u> <u>Date Opened</u>	

**BID FORM**  
**DOCUMENT 00 31 01**

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Facilities Planning and Management  
955 High Street, Oakland, CA 94601

Dear Board Members:

The undersigned, doing business under the firm name of 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 as Kaiser ES Child Development Center Project, (the "Contract"), Project No. 21112, Scope of work includes but not limited to replace existing play area and play structure to construct an outdoor learning/play area, and play structures. Replace AC paving adjacent to the school site, and install new turf in play yard. Includes fire alarm replacement throughout existing building. (the "Contract").

The Contract Documents were prepared by Gelfand Partners Architects, 165 Tenth Street, Suite 100, San Francisco, CA, 94103

**Bid Amount (Base Bid):**

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

Six Million Two Hundred Forty-one Thousand Four Hundred Forty _____ Dollars <i>Bid Amount</i>	\$ <u>6,241,440</u>
Fifty Thousand _____ Dollars <i>Hazmat Contingency Allowance</i>	\$ <u>50,000.00</u>
Two Hundred Sixty Thousand _____ Dollars <i>Contingency Allowance</i>	\$ <u>260,000.00</u>

OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER ES CHILD DEVELOPMENT  
CAMPUS IMPROVEMENTS  
PROJECT NO. 21112

BID FORM  
DOCUMENT 00 31 01

Six Million Five Hundred Fifty-One Thousand Four Hundred Forty Dollars	\$ 6,551,440
<i>Total Base Bid Amount</i>	
<i>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</i>	

**Miscellaneous:**

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

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

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

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

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

8108A Capwell Drive, Oakland CA 94621

Fax: (510) 639-1915

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 bid, and, in Completing the Contract, they are to become a part thereof.

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

Addendum No. \_\_ Date \_\_ Addendum No. 1 Date 2/28/2023  
Addendum No. \_\_ Date \_\_ Addendum No. 2, Revised Date 3/15/2023  
Addendum No. \_\_ Date \_\_ Addendum No. 3 Date 3/24/2023

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

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

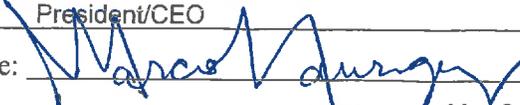
Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

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

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

OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER ES CHILD DEVELOPMENT CENTER  
CAMPUS IMPROVEMENTS  
PROJECT NO. 22120

BID FORM  
DOCUMENT 00 31 01

Print or Type Name: Marco Manriquez  
Title: President/CEO  
Signature:   
Name of Company as Licensed in California: Man 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, 3/31/2025  
Public Works Contractor Registration No.: 1000946787  
State of Incorporation, if Applicable: California

INDIVIDUAL:

Dated: \_\_\_\_\_, 20\_\_

(Name) \_\_\_\_\_ Signature \_\_\_\_\_

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: \_\_\_\_\_, 20\_\_

(Name) \_\_\_\_\_ Signature \_\_\_\_\_  
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: 11/30, 2016

(Name) Marco Manriquez   
(Chairman, Pres, or Vice-Pres. President

(Name) Marco Manriquez



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

Secretary

OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER ES CHILD DEVELOPMENT CENTER  
CAMPUS IMPROVEMENTS  
PROJECT NO. 21112

BID FORM  
DOCUMENT 00 31 01

**PAYMENT BOND**  
**DOCUMENT 00 61 01**  
**(Labor and Material)**

Bond Number: 18L005920  
Premium Included in Perf. bond

**KNOW ALL MEN BY THESE PRESENTS:**

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

**Kaiser ES Child Development Center Campus Improvements Project, located at 25 S Hill Ct., Oakland, CA 94618, the scope consists of but not limited to : replace existing play area and play structure to construct an outdoor learning/play area, and play structures. Replace AC paving adjacent to the school site, and install new turf in play yard. Includes fire alarm replacement throughout existing building.**

Which said agreement dated May 25, 2023, 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 Six Million Five Hundred Fifty One Thousand Four Hundred Forty Dollars (\$6,551,440.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 16th day of May, 2023.

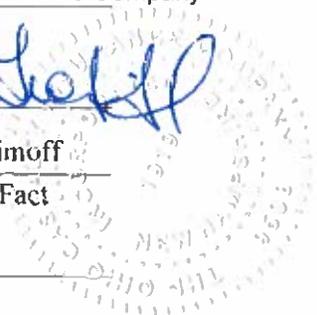
(To be signed by )  
(Principal and Surety, )  
(and acknowledged and )  
(Notarial Seal attached )

Mar Con Builders, Inc.  
Principal

The Ohio Casualty Insurance Company  
Surety



By: Natalie K. Trofimoff  
Attorney-in-Fact



The above bond is accepted and approved this \_\_\_\_ day of \_\_\_\_\_.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

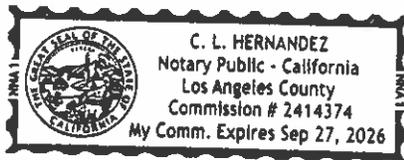
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California )  
 ) ss  
County of Los Angeles )

On MAY 16 2023, before me, C.L. Hernandez, 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: 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: David M. Carey

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: Teresa Pastella

Teresa Pastella, Notary Public

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

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

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

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

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

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes 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 16 2023 day of



By: Renee C. Llewellyn

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.

**CHANGE RIDER**

To be attached to and form a part of Bond No. 18L005920  
in the amount of \$ 6,551,440.00 issued by The Ohio Casualty Insurance Company  
on behalf of Mar Con Builders, Inc.

in favor of Oakland Unified School District

It is understood and agreed that the bond described above is hereby modified so as to

Amending date of Contract

From: May 25, 2023

To: June 8, 2023

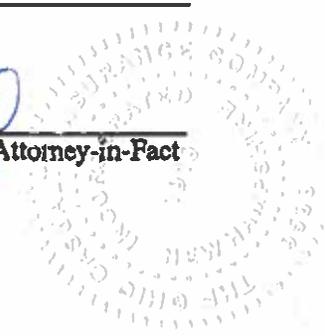
It is further expressly understood and agreed that the aggregate liability of the \_\_\_\_\_  
The Ohio Casualty Insurance Company under said bond to the obligee  
herein mentioned shall not exceed the amount stated above.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms,  
agreements, conditions or limitations of the above-mentioned bond, other than as above stated.

Signed, sealed and dated this 16th day of May, 2023.

The Ohio Casualty Insurance Company

BY:   
Natalie K. Trofimoff **Attorney-in-Fact**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

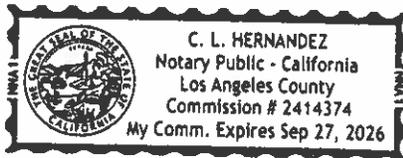
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California )  
 ) ss  
County of Los Angeles )

On MAY 16 2023, before me, C.L. Hernandez, 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: 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
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 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.

MAY 16 2023

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_ day of \_\_\_.



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.



Oakland Unified School District  
Local Business Utilization



LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime	Mar Con Builders, Inc.	Bid Opening Date	
Project Name	Kaiser ES Child Development Center Campus Improvements	Time:	
Project Number	21112	Project Manager:	Victor Manansala
Proposed Total Contract Amount	\$6,551,400	Architect:	Gelfand Partners

BASE BID AMOUNT

Proposed Total SLBE Amount (%)  %

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, Inc. Certifying Agency: Alameda County Address, City/State: 8108A Capwell Drive, Oakland CA 94621 Certification No. (if available): 12-00024	\$2,392,535		37%	
Company Name: Digital Design Comm Certifying Agency: Alameda County Address, City/State: 8128 Capwell Drive, Oakland CA 94621 Certification No. (if available):	\$435,000		6.6%	
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):				
<b>TOTAL PARTICIPATION</b>	\$ 208270535	0 %	376.6 %	0 %

APPROVAL - LBU Compliance Officer \_\_\_\_\_

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



Liberty Mutual Surety
17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300
www.libertymutualsurety.com

COMMITMENT TO TERMS AND/OR POST COLLATERAL

TO: The Ohio Casualty Insurance Company ("Surety")

FOR: Mar Con Co dba Mar Con Builders ("Principal")

The undersigned understand(s) and agree(s) that any bid bonds released to the Principal are released on the condition that if the Principal is awarded a contract, the undersigned shall provide Surety with the collateral listed as a condition to the issuance of the final bond(s). Such collateral shall be in such amount(s) and form as required by Surety.

The undersigned acknowledge(s) and agree(s) that the obligation of Surety to issue the final bond(s) is conditioned upon Surety obtaining valid and perfected security interest in the below described collateral (as determined by Surety in its sole discretion), and the undersigned shall make such deliveries to Surety and execute such documents as Surety may require to create and/or perfect such security interests. Likewise, any fees associated with the securing of collateral will be the responsibility of the Principal unless otherwise approved in advance. All collateral is considered account versus bond specific.

Further, notwithstanding that the undersigned may have provided the collateral or other consideration described below, the undersigned understand(s) and agree(s) that if prior to the issuance of the final bond(s) Surety determines in its sole discretion that there has been a material and adverse change in the financial condition of any of the undersigned, then Surety shall not be obligated to issue the final bond(s).

The undersigned hold Surety and its appointed agency Alliant Insurance Services, Inc. (985726) harmless from and against any and all loss and/or liability the undersigned may sustain if Surety does not provide the bid or final bond(s) due to the undersigned's failure to comply with the conditions set forth below and/or due to a material and adverse change in the financial condition of any of the undersigned. Collateral will be retained until Surety has received written evidence, satisfactory to Surety of discharge from all liability under all bonds issued for Principal.

Terms/Collateral Required:

For the \$6,551,400.00 bond on the Oakland USD Kaiser Elementary School Project No. 21112:

- Funds Administration
- Bond back of approximately \$2.9mm from McKim Corporation to be in place 30 days after the release of our bonds.
- \$100k preload of the funds administration account until the '22 CPA statement and sub bond back are received.
- Bond premium rate: 2.15% flat, plus 0.85% fee payable to the funds administrator

Principal: Mar Con Co dba Mar Con Builders

By: Marco Manriquez, President Date: 4/26/2023

**NONCOLLUSION DECLARATION**  
**DOCUMENT 00 40 03**

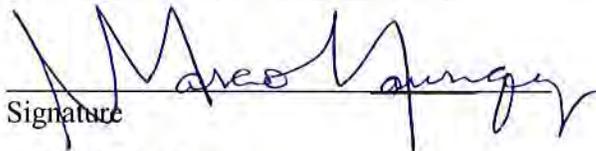
Owner: Oakland Unified School District  
Contract: Kaiser ES Child Development Center Campus Improvements  
The undersigned declares:

I am the President/CEO of Mar Con Builders, Inc., the party making the foregoing 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 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. 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 April 26, 2023, at Oakland [city], California [state].

  
Signature

Marco Manriquez

Print Name

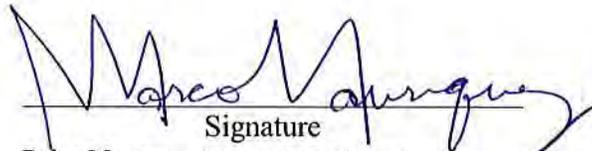
**SUFFICIENT FUNDS DECLARATION**  
**DOCUMENT 00 11 13**  
**(Labor Code section 2810)**

Owner: Oakland Unified School District  
Contract: Kaiser ES Child Development Center Campus Improvements

I, Marco Manriquez, declare that I am the President  
*[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 *[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 *[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 April 26 2023, at Oakland *[city]*,  
California *[state]*.

Date: 4/26/2023

  
Signature

Print Name: Marco Manriquez

Print Title: President/CEO

**IRAN CONTRACTING ACT CERTIFICATION**

**(Public Contract Code sections 2202-2208)**

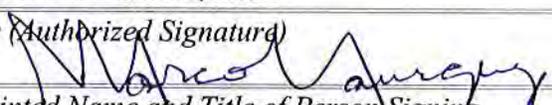
**DOCUMENT 00 40 04**

**(To be Executed by Bidder and Submitted With Bid)**

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i> Mar Con Builders, Inc.		<i>Federal ID Number (or n/a)</i> 81-4673000
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Marco Manriquez, President/CEO		
<i>Date Executed</i> April 26, 2023	<i>Executed in</i> California	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

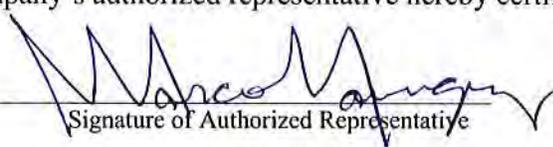
**SCHEDULE Z**  
**DOCUMENT 00 52 00**

**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</u> Address		<u>Marco Manriquez</u> Type or Print Name	
<u>94621</u> Area Code	<u>(510) 639-1914</u> Phone	<u>4/26/2023</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: **Kaiser ES Child Development Center Campus Improvements**

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.

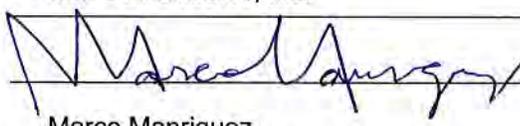
\_\_\_\_\_ I certify that \_\_\_\_\_ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution 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: 4/26/2023

Proper Name of Bidder: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President/ CEO

END OF DOCUMENT

**DRUG-FREE WORKPLACE CERTIFICATION**  
**DOCUMENT 00 42 00**

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.

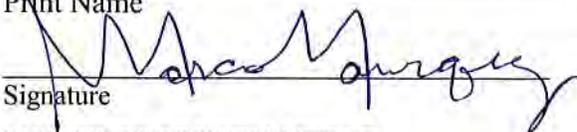
I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I 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.

Mar Con Builders, Inc.  
Name of Contractor

Marco Manriquez  
Print Name

4/26/2023  
Date

Signature 

OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER ES CHILD DEVELOPMENT CENTER  
CAMPUS IMPROVEMENTS  
PROJECT NO.: 21112  
FEBRUARY 22, 2023  
{SR684086}

DRUG FREE WORKPLACE CERTIFICATION  
DOCUMENT 00 42 00

**WORKERS' COMPENSATION CERTIFICATE**  
**DOCUMENT 00 40 05**

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.

Mar Con Builders, Inc.  
\_\_\_\_\_  
Name of Contractor

  
\_\_\_\_\_  
Signature

Marco Manriquez  
\_\_\_\_\_  
Print Name

4/26/2023  
\_\_\_\_\_  
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.)

OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER ES CHILD DEVELOPMENT CENTER  
CAMPUS IMPROVEMENTS  
PROJECT NO: 21112  
FEBRUARY 22, 2023

WORKER'S COMPENSATION CERTIFICATION  
DOCUMENT 00 40 05

**ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION**  
**DOCUMENT 00 42 02**

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

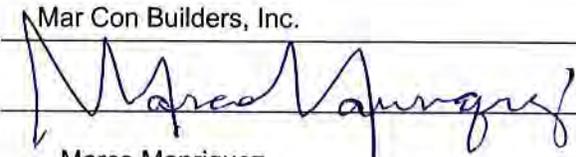
Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: 4/26/2023

Proper Name of Contractor: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President/ CEO

**LEAD-BASED MATERIALS CERTIFICATION**  
**DOCUMENT 00 42 03**

PROJECT/CONTRACT NO. Kaiser ES Child Development Center Campus Improvements/ Project No.21112 between Oakland Unified School District ("District") and Mar Con Builders, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- 1) Contractor's work may disturb lead-containing building materials.
- 2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- 3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

**1. Lead as a Health Hazard**

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

**2. Overview of California Law**

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample

survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- f. Lead contamination/emergency cleanup;
- g. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- h. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

**Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior**

**to beginning Work on the Project, along with all current insurance certificates.**

**3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

**4. Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

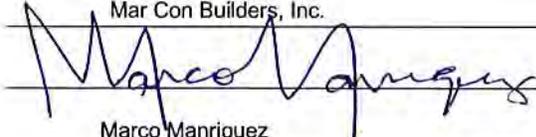
1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;

2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: 4/26/2023

Proper Name of Contractor: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President/CEO

END OF DOCUMENT

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION  
DOCUMENT 00 40 06**

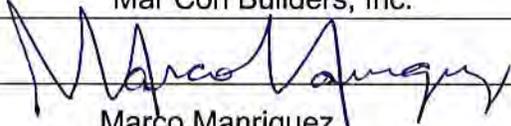
PROJECT/CONTRACT NO. Kaiser ES Child Development Center  
Campus Improvements, Project No. 21112 between Oakland Unified  
School District ("District") and Mar Con Builders, Inc.  
("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California public works contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: 4/26/2023

Proper Name of Contractor: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President/CEO

END OF DOCUMENT

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**  
**DOCUMENT 00 42 01**

PROJECT NO. 21112 ("Project") between Oakland Unified School District (the "District" or the "Owner") and Mar Con Builders (the "Contractor" or the "Bidder").

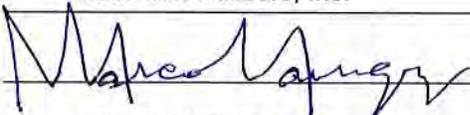
This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code sections 6400 et seq., Health & Safety Code sections 104350 et seq., and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site, and I hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: 4/26/2023

Proper Name of Contractor: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President/CEO

**IMPORTED MATERIALS CERTIFICATION**  
**DOCUMENT 00 42 04**

PROJECT NO. 21112 ("Project") between Oakland Unified School District (the "District" or the "Owner") and Mar Con Builders (the "Contractor" or the "Bidder").

This form shall be executed by Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site(s). All Fill shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

To the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of:     Delivery Firm/Transporter         Supplier                                 Manufacturer  
                                  Wholesaler                                 Broker                                     Retailer  
                                  Distributor                                 Other \_\_\_\_\_

Type of Entity:     Corporation                                 General Partnership  
                                  Limited Partnership                                 Limited Liability Company  
                                  Sole Proprietorship                                 Other \_\_\_\_\_

Name of firm ("Firm"): Mar Con Builders, Inc.

Mailing address: 8108A Capwell Drive, Oakland, CA 94621

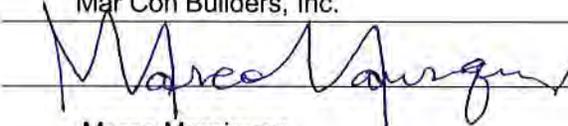
Addresses of branch office used for this Project: 8108A Capwell Drive, Oakland, CA 94621

If subsidiary, name and address of parent company: \_\_\_\_\_

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site(s) are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: 4/26/2023

Proper Name of Contractor: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President/ CEO



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

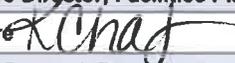
Project Information				
<b>Project Name</b>	Kaiser Elementary School Child Development Center Campus Improvements Project	<b>Site</b>	812	
Basic Directions				
<b>Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.</b>				
<b>Attachment Checklist</b>	<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							
<b>Contractor Name</b>	Mar Con Builders, Inc.	<b>Agency's Contact</b>	Marco Manriquez				
<b>OUSD Vendor ID #</b>	002712	<b>Title</b>	President				
<b>Street Address</b>	8108A Capwell Drive	<b>City</b>	Oakland	<b>State</b>	CA	<b>Zip</b>	94621
<b>Telephone</b>	510-6398-1914	<b>Policy Expires</b>					
<b>Contractor History</b>	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				
<b>OUSD Project #</b>	21112						

Term of Original/Amended Contract			
<b>Date Work Will Begin (i.e., effective date of contract)</b>	6-8-2023	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	11-4-2023
		<b>New Date of Contract End (If Any)</b>	

Compensation/Revised Compensation			
<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$6,551,440.00	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

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
9655/6105	Fund 21, Measure Y & Fund 12 Child Dev. Fund	210-9650-0 9858- 8500-6271-812 9180-9906-9999-21112	6271	\$2,150,000.00
		120-6105-0-8500-8500-6271-812- 9180-8500-9999-21112	6271	\$4,401,440.00

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.				
	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b> 510-535-7082
1.	<b>Executive Director, Facilities Planning and Management</b>			
	<b>Signature</b> 	<b>Date Approved</b>	5/22/23	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>			
	<b>Signature</b>  Lozano Smith, approved as to form (limited)	<b>Date Approved</b>	5/19/23	
3.	<b>Chief Business Officer, Facilities Planning and Management</b>			
	<b>Signature</b> 	<b>Date Approved</b>	5/22/2023	
4.	<b>Chief Financial Officer</b>			
	<b>Signature</b>	<b>Date Approved</b>		
5.	<b>President, Board of Education</b>			
	<b>Signature</b>	<b>Date Approved</b>		