

Board Office Use: Legislative File Info.	
File ID Number	24-2966
Introduction Date	01-08-2025
Enactment Number	24-2381
Enactment Date	1/8/2025 CJH



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date January 8, 2025

Subject Change Order No. 1, Agreement Between Owner and Contractor – Mar Con Builders, Inc. – Oakland International High School Intrusion Alarm Replacement Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Change Order No. 1, Agreement Between Owner and Contractor, by and between the **District** and **Mar Con Builders, Inc.**, Oakland, CA, for a deductive change order reflecting that the alternate originally included in the bid and the contract was not needed for the **Oakland International High School Intrusion Alarm Replacement Project**, in the deductive amount of **\$92,338.00**, decreasing the contract price from **\$920,409.00** to **\$828,071.00**. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This is a deductive Change Order back charging for the remaining contingency and unspent allowance amounts.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Change Order No. 1, Agreement Between Owner and Contractor, by and between the District and Mar Con Builders, Inc., Oakland, CA, for a deductive change order reflecting that the alternate originally included in the bid and the contract was not needed for the Oakland International High School Intrusion Alarm Replacement Project, in the deductive amount of \$92,338.00, decreasing the contract price from \$920,409.00 to \$828,071.00. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund Measure B

Attachments

- Change Order No. 1, and Other Documents
- Routing Form
- File ID: 23-1143

CHANGE ORDER

Owner: Oakland Unified School District
Project: Intrusion Alarm Replacement
School: Oakland International High School
Contractor: Mar Con Builders, Inc.

Change Order No.: 01

Date: November 12th, 2024

DSA File No.: 1-29
DSA Application No.: 1-114019
OUSD Project #: 21003
Project Manager: William Newby

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

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

Back charging the contractor for the remaining contingency and the amount for unused ALT (New raceway from portable to the building C & D) in the project.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: **(\$ 92,338.00)**

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

Director Initials EZ
11/21/24



SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	<u>\$ 920,409.00</u>
Prior Change Orders:	+ <u>\$ 0.00</u>
Total Contract Price Prior to this Change Order	= <u>\$ 920,409.00</u>
This Change Order's Adjustment:	+ <u>(\$ 92,338.00)</u>
Adjusted Contract Price (include all special and contingency allowances):	= <u>\$ 828,071.00</u>
Current Change Order's Percentage of Original Contract Price:	<u>-10.03 %</u>
Total Change Orders' Percentage of Original Contract Price:	<u>-10.03 %</u>

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

SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

Original contract time:	<u>90</u>	Calendar Days
Prior change order adjustments to contract time:	+ <u>0</u>	Calendar Days
This change order's adjustment to contract time:	+ <u>0</u>	Calendar Days
Adjusted contract time:	= <u>90</u>	Calendar Days
Start Date per Notice to Proceed:	<u>May 26, 2023</u>	
Completion Deadline Based on Adjusted Contract Time:	<u>August 23, 2023</u>	

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

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

<p>Approved: Architect of Record</p> <p><u>Jasun Boles</u> Print Name:</p> <p><u>[Signature]</u> Signature:</p> <p><u>November 20, 2024</u> Date:</p> <p>Approved as to Form: <u>James Traber</u> OUSD Facilities Counsel</p> <p>Date: 11/27/2024</p>	<p>Approved and Agreed: General Contractor</p> <p><u>Marco Manriquez</u> Print Name:</p> <p><u>[Signature]</u> Signature:</p> <p><u>11/13/23</u> Date:</p>	<p>Approved and Agreed:</p> <p><u>Ellen Clements</u> Executive Director, Facilities</p> <p><u>11/21/24</u> Date:</p> <p><u>[Signature]</u> Chief of Systems & Services Officer</p> <p><u>11/22/24</u> Date:</p>
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319-661/7106499.1

Name: Jennifer Brouhard
Title: President, Board of Education

Sign: [Signature] Date: 1/9/2025

Name: Kyla Johnson-Trammell
Title: Superintendent & Secretary, Board of Education

Sign: [Signature] Date: 1/9/2025

CONTINUATION SHEET - Schedule of Values

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use column 1 on Contracts where variable retainage for line items may apply.

DSA APPLICATION NO:
 APPLICATION DATE:
 FROM PERIOD TO PERIOD:
 PAYMENT REQUEST NO:

DIVISION SPECIFICATION DIVISION	A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
				FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
COMMON AREA WORK										
	1	MOBILIZATION	\$31,700.00		\$0.00		\$0.00		\$31,700.00	\$0.00
	2	REQUIREMENTS	\$135,000.00		\$0.00		\$0.00		\$135,000.00	\$0.00
	3	PP BONDS	\$18,000.00		\$0.00		\$0.00		\$18,000.00	\$0.00
	4	SUBMITTALS	\$41,000.00		\$0.00		\$0.00		\$41,000.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
ABATEMENT										
	5	BLDG B - ABATEMENT	\$14,956.00	\$0.00	\$0.00		\$0.00		\$14,956.00	\$0.00
	6	BLDG E - ABATEMENT	\$19,942.00	\$0.00	\$0.00		\$0.00		\$19,942.00	\$0.00
	7	BLDG F - ABATEMENT	\$14,955.00	\$0.00	\$0.00		\$0.00		\$14,955.00	\$0.00
INTRUSION ALARM										
	8	MATERIAL, WIRE & PARTS	\$70,875.00	\$0.00	\$0.00		\$0.00		\$70,875.00	\$0.00
	9	BLDG. A - CONDUIT ROUGH-IN	\$25,893.00	\$0.00	\$0.00		\$0.00		\$25,893.00	\$0.00
	10	BLDG. A - WIRING	\$14,801.00	\$0.00	\$0.00		\$0.00		\$14,801.00	\$0.00
	11	BLDG. A - DEVICE INSTALL & TERMINATION	\$9,621.00	\$0.00	\$0.00		\$0.00		\$9,621.00	\$0.00
	12	BLDG. A - DEMOLITION OLD DEVICES	\$11,000.00	\$0.00	\$0.00		\$0.00		\$11,000.00	\$0.00
	13	BLDG. B - CONDUIT ROUGH - IN	\$31,894.00	\$0.00	\$0.00		\$0.00		\$31,894.00	\$0.00
	14	BLDG. B - WIRING	\$18,216.00	\$0.00	\$0.00		\$0.00		\$18,216.00	\$0.00
	15	BLDG. B - DEVICE INSTALL & TERMINATION	\$11,841.00	\$0.00	\$0.00		\$0.00		\$11,841.00	\$0.00
	16	BLDG. B DEMOLITION OLD DEVICES	\$11,000.00	\$0.00	\$0.00		\$0.00		\$11,000.00	\$0.00
	17	BLDG. C - CONDUIT ROUGH - IN	\$7,985.00	\$0.00	\$0.00		\$0.00		\$7,985.00	\$0.00
	18	BLDG. C - WIRING	\$4,554.00	\$0.00	\$0.00		\$0.00		\$4,554.00	\$0.00
	19	BLDG. C - DEVICE INSTALL & TERMINATION	\$2,961.00	\$0.00	\$0.00		\$0.00		\$2,961.00	\$0.00
	20	BLDG. C - DEMOLITION OLD DEVICES	\$11,000.00	\$0.00	\$0.00		\$0.00		\$11,000.00	\$0.00

	21	BLDG. D - CONDUIT ROUGH - IN	\$13,939.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,939.00	\$0.00
	22	BLDG. D - WIRING	\$7,970.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,970.00	\$0.00
	23	BLDG. D - DEVICE INSTALL & TERMINATION	\$5,181.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,181.00	\$0.00
	24	BLDG. D - DEMOLITION OLD DEVICES	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00	\$0.00
	25	BLDG. E - CONDUIT ROUGH - IN	\$35,863.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,863.00	\$0.00
	26	BLDG. E - WIRING	\$20,494.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,494.00	\$0.00
	27	BLDG. E - DEVICE INSTALL & TERMINATION	\$13,321.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,321.00	\$0.00
	28	BLDG. E - DEMOLITION OLD DEVICES	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00	\$0.00
	29	BLDG. F - PANEL BUILD - OUT	\$9,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,450.00	\$0.00
	30	BLDG. F - CONDUIT ROUGH - IN	\$37,847.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,847.00	\$0.00
	31	BLDG. F - WIRING	\$21,632.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,632.00	\$0.00
	32	BLDG. F - DEVICE INSTALL & TERMINATION	\$14,062.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,062.00	\$0.00
	33	BLDG. F - DEMOLITION OLD DEVICES	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00	\$0.00
	34	PORTABLES - CONDUIT ROUGH - IN	\$11,954.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,954.00	\$0.00
	35	PORTABLES - WIRING	\$6,831.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,831.00	\$0.00
	36	PORTABLES - DEVICE INSTALL & TERMINATION	\$4,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,440.00	\$0.00
	37	PORTABLES - DEMOLITION OLD DEVICES	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00	\$0.00
	38	PROGRAMMING & TROUBLESHOOTING	\$9,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,450.00	\$0.00
	39	PRE-TEST	\$7,088.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,088.00	\$0.00
	40	FINAL TEST	\$7,088.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,088.00	\$0.00
	41	DRYWALL & PATCHING & PAINT	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00
	42	CLOSEOUT CLOSE OUT	\$14,758.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,758.00	\$0.00
		SUB TOTALS:	\$817,562.00	\$0.00	\$0.00	\$0.00	\$0.00	\$817,562.00	\$0.00
		Change Orders							
		ALLOWANCE	\$59,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59,000.00	\$0.00
		ALTERNATE 01	\$43,847.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,847.00	\$0.00

deductive CO
for this amount

				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	CHANGE ORDER TOTALS:	\$102,847.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$102,847.00
	GRAND TOTALS	\$920,409.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$920,409.00

This Submittal _AIA G703 is approved
 Wil Newby, PM Cordoba / OUSD
 06.25.23



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Payment Request

Payment Request

Project: 305 - 21103-Oakland International HS - Oakland International HS Intrusion Alarm Contract: MARCON CO. Type: Construction w/ District Held Retention

Contract Summary		
Contract: MARCON CO.	Contract Date: 05/24/23	Initial Contract: \$ 861,409.00
Vendor#:	NTP Date: 06/05/23	Changes: \$ -
Vendor: MARCON CO.	Duration Days: 90	Contract Amt: \$ 861,409.00
	CC Date: 09/03/23	
	NOC Date:	
Contact: Pawan Bagul		Less Retention: \$ -
510-539-1914		Less Expended: \$ 828,071.00
pawan@marconcompar		Less Withholding: \$ -
Description:		Available Bal: \$ 33,338.00

Routing List		
Review / Approval	Date	Signature/Initials
PE	11/05/24	P Bagul
PM	11/05/24	Wm Head
PE	11/05/24	P Bagul
Account Clerk		
Director		
Dep Chief		
Account Clerk		
PE		

Amount To Pay: \$41,403.55

WARNING MESSAGE
No Working Budget Found

Accounting Data					
Accounting Code String (ACS)	PO Number	Invoice Number	Date	Invoice Amount	Special Instructions
250-9021-0-9849-8500-6271-353-9180-9000-9999-21103	TBD	Pay App 09	10/31/24	41,403.55	Mail check to Company
Totals:				41,403.55	

Construction Transaction History											
CO/Invoice Number	Date	Description	Authorized	C&S	Retention	Withheld	Prev Paid	Remittance	Available Balance	Payment Number	Payment Date
	05/24/23	Initial Contract Amount	861,409.00						861,409.00		
Pay Applicati	06/23/23			335,740.00	16,787.00	-	-	318,953.00	525,669.00		
Pay Applicati	08/07/23			642,928.00	32,146.40	-	318,953.00	291,828.60	218,481.00		
Pay Applicati	08/31/23			667,403.00	33,370.15	-	610,781.60	23,251.25	194,006.00		
Pay Applicati	10/03/23			697,926.96	34,896.35	-	634,032.85	28,997.76	163,482.04		
Pay Applicati	10/26/23			718,014.96	35,900.75	-	663,030.61	19,083.60	143,394.04		
Pay Applicati	05/15/24			751,864.50	37,593.23	-	682,114.21	32,157.06	109,544.50		

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT SUMMARY SHEET

TO OWNER/CLIENT:
Oakland Unified School District
955 High Street
Oakland, California 94601

PROJECT:
Oakland Intl HS Intrusion
4521 Webster St
Oakland, California 94609

APPLICATION NO: 9
INVOICE NO: 435-009
PERIOD: 08/01/24 - 08/31/24
PROJECT NO: 435-06-23
CONTRACT DATE:

PROJECT NAME Oakland Intl HS Intrusion
PROJECT NO. 21103
PROCESSED DATE 11/05/24
PM AUTHORIZATION [Signature]
AMT. TO BE PAID \$ 41,403.55
SENT TO: FAC B&G OTHER

FROM CONTRACTOR:
Mar Con Builders, Inc.
8108-A Capwell Drive
Oakland, California 94621

VIA ARCHITECT/ENGINEER:

CONTRACT FOR: Oakland International High School Intrusion Alarm (21103)

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$920,409.00
2. Net change by change orders	\$(92,338.00)
3. Contract Sum to date (Line 1 ± 2)	\$828,071.00
4. Total completed and stored to date (Column G on detail sheet)	\$828,071.00
5. Retainage:	
a. 0.00% of completed work	\$0.00
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$828,071.00
7. Less previous certificates for payment (Line 6 from prior certificate)	\$786,667.45
8. Current payment due:	\$41,403.55
9. Balance to finish, including retainage (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY		
	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$74,462.00	\$(74,462.00)
Total approved this month:	\$0.00	\$(92,338.00)
Totals:	\$74,462.00	\$(166,800.00)
Net change by change orders:	\$(92,338.00)	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

Signed by: [Signature]
INSPECTOR: [Signature]
By: [Signature] Date: 10/30/2024
F60A0134AAD5486...

OWNER:
By: _____ Date: _____

CONTRACTOR: Mar Con Builders, Inc.
By: [Signature] Date: 09-17-2024
State of: _____

County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: 5NOV24PM2:36

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$41,403.55
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER: Signed by: [Signature] Date: 10/23/2024
By: [Signature]

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

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 }
County of Alameda }

On September 17, 2024 before me, *****Ed Wong, Notary Public*****

Date Here Insert Name and Title of the Officer

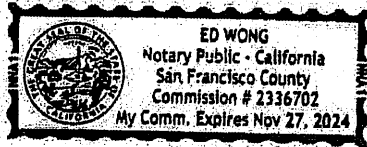
personally appeared *****Marco A Manriquez*****

Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature Ed Wong

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: AIA Billing Invoice No. 435-009

Document Date: September 17, 2024 Number of Pages: 5

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

~~Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian of Conservator
 Other: _____
Signer is Representing: _____~~

~~Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian of Conservator
 Other: _____
Signer is Representing: _____~~

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 9

APPLICATION DATE: 9/16/2024

PERIOD: 08/01/24 - 08/31/24

Contract Lines

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				1	01-3127 - Supervision					
2	01-3100 - Project Manager	GENERAL CONDITIONS & REQUIREMENTS	\$135,000.00	\$135,000.00	\$0.00	\$0.00	\$135,000.00	100.00%	\$0.00	\$0.00
3	00-6113 - Performance and Payment Bond	PP BONDS	\$18,000.00	\$18,000.00	\$0.00	\$0.00	\$18,000.00	100.00%	\$0.00	\$0.00
4	01-3113 - Project Engineer	SUBMITTALS	\$41,000.00	\$41,000.00	\$0.00	\$0.00	\$41,000.00	100.00%	\$0.00	\$0.00
5	02-4100 - Demolition	BLDG B - ABATEMENT	\$14,956.00	\$14,956.00	\$0.00	\$0.00	\$14,956.00	100.00%	\$0.00	\$0.00
6	02-4100 - Demolition	BLDG E - ABATEMENT	\$19,942.00	\$19,942.00	\$0.00	\$0.00	\$19,942.00	100.00%	\$0.00	\$0.00
7	02-4100 - Demolition	BLDG F - ABATEMENT	\$14,955.00	\$14,955.00	\$0.00	\$0.00	\$14,955.00	100.00%	\$0.00	\$0.00
8	28-3000 - Fire Alarm	MATERIAL, WIRE & PARTS	\$70,875.00	\$70,875.00	\$0.00	\$0.00	\$70,875.00	100.00%	\$0.00	\$0.00
9	28-3000 - Fire Alarm	BLDG. A - CONDUIT ROUGH-IN	\$25,893.00	\$25,893.00	\$0.00	\$0.00	\$25,893.00	100.00%	\$0.00	\$0.00
10	28-3000 - Fire Alarm	BLDG. A - WIRING	\$14,801.00	\$14,801.00	\$0.00	\$0.00	\$14,801.00	100.00%	\$0.00	\$0.00
11	28-3000 - Fire Alarm	BLDG. A - DEVICE INSTALL & TERMINATION	\$9,621.00	\$9,621.00	\$0.00	\$0.00	\$9,621.00	100.00%	\$0.00	\$0.00
12	28-3000 - Fire Alarm	BLDG. A - DEMOLITION OLD DEVICES	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$0.00
13	28-3000 - Fire Alarm	BLDG. B - CONDUIT ROUGH - IN	\$31,894.00	\$31,894.00	\$0.00	\$0.00	\$31,894.00	100.00%	\$0.00	\$0.00
14	28-3000 - Fire Alarm	BLDG. B - WIRING	\$18,216.00	\$18,216.00	\$0.00	\$0.00	\$18,216.00	100.00%	\$0.00	\$0.00
15	28-3000 - Fire Alarm	BLDG. B - DEVICE INSTALL & TERMINATION	\$11,841.00	\$11,841.00	\$0.00	\$0.00	\$11,841.00	100.00%	\$0.00	\$0.00
16	28-3000 - Fire Alarm	BLDG. B DEMOLITION OLD DEVICES	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$0.00
17	28-3000 - Fire Alarm	BLDG. C - CONDUIT ROUGH - IN	\$7,985.00	\$7,985.00	\$0.00	\$0.00	\$7,985.00	100.00%	\$0.00	\$0.00
18	28-3000 - Fire Alarm	BLDG. C - WIRING	\$4,554.00	\$4,554.00	\$0.00	\$0.00	\$4,554.00	100.00%	\$0.00	\$0.00
19	28-3000 - Fire Alarm	BLDG. C - DEVICE INSTALL & TERMINATION	\$2,961.00	\$2,961.00	\$0.00	\$0.00	\$2,961.00	100.00%	\$0.00	\$0.00
20	28-3000 - Fire Alarm	BLDG. C - DEMOLITION OLD DEVICES	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$0.00
21	28-3000 - Fire Alarm	BLDG. D - CONDUIT ROUGH - IN	\$13,939.00	\$13,939.00	\$0.00	\$0.00	\$13,939.00	100.00%	\$0.00	\$0.00
22	28-3000 - Fire Alarm	BLDG. D - WIRING	\$7,970.00	\$7,970.00	\$0.00	\$0.00	\$7,970.00	100.00%	\$0.00	\$0.00
23	28-3000 - Fire Alarm	BLDG. D - DEVICE INSTALL & TERMINATION	\$5,181.00	\$5,181.00	\$0.00	\$0.00	\$5,181.00	100.00%	\$0.00	\$0.00
24	28-3000 - Fire Alarm	BLDG. D - DEMOLITION OLD DEVICES	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$0.00
25	28-3000 - Fire Alarm	BLDG. E - CONDUIT ROUGH - IN	\$35,863.00	\$35,863.00	\$0.00	\$0.00	\$35,863.00	100.00%	\$0.00	\$0.00
26	28-3000 - Fire Alarm	BLDG. E - WIRING	\$20,494.00	\$20,494.00	\$0.00	\$0.00	\$20,494.00	100.00%	\$0.00	\$0.00
27	28-3000 - Fire Alarm	BLDG. E - DEVICE INSTALL & TERMINATION	\$13,321.00	\$13,321.00	\$0.00	\$0.00	\$13,321.00	100.00%	\$0.00	\$0.00
28	28-3000 - Fire Alarm	BLDG. E - DEMOLITION OLD DEVICES	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$0.00
29	28-3000 - Fire Alarm	BLDG. F - PANEL BUILD - OUT	\$9,450.00	\$9,450.00	\$0.00	\$0.00	\$9,450.00	100.00%	\$0.00	\$0.00

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				30	28-3000 - Fire Alarm					
31	28-3000 - Fire Alarm	BLDG. F - WIRING	\$21,632.00	\$21,632.00	\$0.00	\$0.00	\$21,632.00	100.00%	\$0.00	\$0.00
32	28-3000 - Fire Alarm	BLDG. F - DEVICE INSTALL & TERMINATION	\$14,062.00	\$14,062.00	\$0.00	\$0.00	\$14,062.00	100.00%	\$0.00	\$0.00
33	28-3000 - Fire Alarm	BLDG. F -DEMOLITION OLD DEVICES	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$0.00
34	28-3000 - Fire Alarm	PORTABLES - CONDUIT ROUGH - IN	\$11,954.00	\$11,954.00	\$0.00	\$0.00	\$11,954.00	100.00%	\$0.00	\$0.00
35	28-3000 - Fire Alarm	PORTABLES - WIRING	\$6,831.00	\$6,831.00	\$0.00	\$0.00	\$6,831.00	100.00%	\$0.00	\$0.00
36	28-3000 - Fire Alarm	PORTABLES - DEVICE INSTALL & TERMINATION	\$4,440.00	\$4,440.00	\$0.00	\$0.00	\$4,440.00	100.00%	\$0.00	\$0.00
37	28-3000 - Fire Alarm	PORTABLES -DEMOLITION OLD DEVICES	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$0.00
38	28-3000 - Fire Alarm	PROGRAMMING & TROUBLESHOOTING	\$9,450.00	\$9,450.00	\$0.00	\$0.00	\$9,450.00	100.00%	\$0.00	\$0.00
39	28-3000 - Fire Alarm	PRE-TEST	\$7,088.00	\$7,088.00	\$0.00	\$0.00	\$7,088.00	100.00%	\$0.00	\$0.00
40	28-3000 - Fire Alarm	FINAL TEST	\$7,088.00	\$7,088.00	\$0.00	\$0.00	\$7,088.00	100.00%	\$0.00	\$0.00
41	09-2900 - Gypsum Board	DRYWALL & PATCHING & PAINT	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$0.00
42	32-3100 - Fences and Gates	ALT NEW RACEWAY FROM PORTABLE TO BUILDING C&D	\$43,847.00	\$0.00	\$43,847.00	\$0.00	\$43,847.00	100.00%	\$0.00	\$0.00
43	01-2116 - Contingency Allowance	CONTINGENCY ALLOWANCE	\$59,000.00	\$10,509.00	\$48,491.00	\$0.00	\$59,000.00	100.00%	\$0.00	\$0.00
44	01-2116 - Contingency Allowance	CLOSEOUT	\$14,758.00	\$14,758.00	\$0.00	\$0.00	\$14,758.00	100.00%	\$0.00	\$0.00
TOTALS:			\$920,409.00	\$828,071.00	\$92,338.00	\$0.00	\$920,409.00	100.00%	\$0.00	\$0.00

Change Orders

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			45	PCCO#901 Internal Accounting Entry - Correct Cost Type in Owner Contingency					
46	PCCO#001 AED# 001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
47	PCCO#002 AED# 002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
48	PCCO#003 AED# 003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
49	PCCO#004 AED# 004	\$4,953.00	\$4,953.00	\$0.00	\$0.00	\$4,953.00	100.00%	\$0.00	\$0.00
50	PCCO#9002 Accounting Correction 9002- OO5 - OA	\$(4,953.00)	\$(4,953.00)	\$0.00	\$0.00	\$(4,953.00)	100.00%	\$0.00	\$0.00
51	PCCO#9003 PCO #007 - Per the Alarm Shop request, install a wire guard for the m	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
52	PCCO#9004 CE #007 - Credit back for unuse allowance	\$(92,338.00)	\$0.00	\$(92,338.00)	\$0.00	\$(92,338.00)	100.00%	\$0.00	\$0.00
TOTALS:		\$(92,338.00)	\$0.00	\$(92,338.00)	\$0.00	\$(92,338.00)	100.00%	\$0.00	\$0.00

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$828,071.00	\$828,071.00	\$0.00	\$0.00	\$828,071.00	100.00%	\$0.00	\$0.00



**CONDITIONAL WAIVER AND RELEASE ON
FINAL PAYMENT
CA CIVIL CODE §8136**

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Mar Con Builders, Inc.
Name of Customer: Oakland Unified School District
Job Location: OIHS Intrusion Alarm - 4521 Webster Street, Oakland, CA 94601
Owner: Oakland Unified School District

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the Claimant has for labor and service provided, and equipment and materials delivered, to the Customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the Claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the Claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Oakland Unified School District
Amount of Check: \$ 41,403.55
Check Payable to: Mar Con Builders, Inc.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$ 0.00

Signature

Claimant's Signature: Ed Wong
Claimant's Title: Accountant
Date of Signature: 09-17-2024

Job#: 435-06-23



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Oakland International High School Intrusion Alarm Replacement	Site	353
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	Mar Con Builders	Agency's Contact	Marco Manriquez				
OUSD Vendor ID #	002712	Title	President				
Street Address	8108A Capwell Drive	City	Oakland	State	CA	Zip	94621
Telephone	510-6398-1914	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	21103						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-26-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-23-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	(\$92,338.00)
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9399/9849	Fund 21 Measure B	210-9399-0-9849-8500-6271-353-9180-9001-9999-21103	6271	(\$92,338.00)

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature	Date Approved	Dec 2, 2024		
2.	General Counsel, Facilities				
	Signature	Date Approved	11/27/2024		
3.	Chief Systems & Services Officer				
	Signature	Date Approved	Dec 2, 2024		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

AGREEMENT

[23-1143 File Id No.]

Board Office Use: Legislative File Info.	
File ID Number	23-1143
Introduction Date	5/24/23
Enactment Number	23-0884
Enactment Date	5/24/2023 er



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Kenya Chatman, Executive Director, Division of Facilities Planning and Management

Board Meeting Date May 24, 2023

Subject Agreement Between Owner and Contractor – Mar Con Builders, Inc. – Oakland International High School Intrusion Alarm Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **Mar Con Builders, Inc.**, Oakland, California, for the latter to provide demolition of the old and the installation of a new intrusion alarm system including testing, commissioning of the new system, patching and painting of affected surfaces where necessary, for the **Oakland International High School Intrusion Alarm Project**, in the total amount of **\$920,409.00**, which includes a contingency allowance of **\$59,000.00**, with the work anticipated to commence on **May 26, 2023**, and required to be completed within ninety days (90), with an anticipated ending of **August 23, 2023**.

Discussion Contractor was directly selected after no bids were submitted (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 demolition of the old and the installation of a new intrusion alarm system including testing, commissioning of the new system, patching and painting of affected surfaces where necessary, for the Oakland International High School Intrusion Alarm Project, in the total amount of \$920,409.00, which includes a contingency allowance of \$59,000.00, with the work anticipated to commence on May 26, 2023, and required to be completed within ninety days (90), with an anticipated ending of August 23, 2023.

Fiscal Impact Fund 25 Captial Facilities Fund

Attachments

- Contract Justification Form
- Agreement, Bonds, and Other Contract Documents
- Certificate of Insurance
- Routing Form



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every Agenda Contract.

Legislative File ID No. 23-1143

Department: Facilities Planning and Management

Vendor Name: Mar Con Builders, Inc.

Project Name: Oakland International HS Intrusion Alarm

Project No.: 21103

Contract Term: Intended Start: May 26, 2023

Intended End: August 23, 2023

Total Cost Over Contract Term: \$920,409.00

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?

Mar Con Builders, Inc. was directly selected after no bids were submitted.

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

Mar Con Builders, Inc. for the latter to provide demolition of the old and the installation of a new intrusion alarm system including the testing, commissioning of the new system, patching and painting of affected surfaces where necessary, for the Oakland International HS Intrusion Alarm Project

Was this contract competitively bid? Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

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 submitted (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:

- Contractor was directly selected after no bids were submitted.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **May 26, 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 Oakland International High School Intrusion Alarm Project, 4521 Webster Street, Oakland, CA, 94609

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

Jensen Hughes, Concord Avenue, Suite 400, Concord, California, 94520, 1-925-208-0598

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 > 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 ninety days (90) 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 **May 26, 2023**, in which case the deadline for Completion would be **August 23, 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 \$500.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

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

Accordingly, the parties agree that \$500.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the

Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

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

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

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

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **NINE HUNDRED TWENTY THOUSAND FOUR HUNDRED NINE DOLLARS NO/100 (\$920,409.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **\$FIFTY-NINE THOUSAND DOLLARS NO/100 (\$59,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

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

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

ARTICLE V. CHANGES.

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

ARTICLE VI. TERMINATION.

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

ARTICLE VII. PREVAILING WAGES.

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

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

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

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

ARTICLE VIII. WORKING HOURS.

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

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

ARTICLE IX. APPRENTICES.

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

ARTICLE X. DSA OVERSIGHT PROCESS.

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

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

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

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

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT.

The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

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

ARTICLE XV. BINDING EFFECT.

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The

Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS.

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order, signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XIX. WRITTEN NOTICE.

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

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

The Owner 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

Signature: _____

Name: Marco Manriquez

Date: 5/1/2023

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


Signature _____

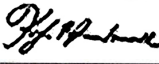
Name: Marco Manriquez

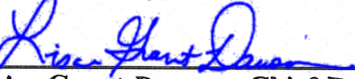
Date: 5/1/2023

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


OAKLAND UNIFIED SCHOOL DISTRICT

 5/25/2023
Mike Hutchinson, President, Board of Education Date

 5/25/2023
Kyla Johnson-Trammell, Superintendent Date
and Secretary, Board of Education

 5/5/2023
Lisa Grant-Dawson, Chief Business Officer, Date
Facilities Planning and Management

Approved As To Form: Limited Approval

 5/4/23
OUSD Facilities Legal Counsel 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: Oakland International HS
 Project: Intrusion Alarm
 Project #: 21103
 Estimate: \$590,000

Date: Wednesday, April 5, 2023
 Time: 2:00 P.M.
 Project Mgr: William Newby
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

Company:	Base Bid:			Required Day of Bid:
Address:	Allowance:	\$59,000.00		Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms
City/State:	TOTAL:			
Phone:	Alternates:			
Fax:				
NON BIDS RECEIVED				
		<u>Time Submitted</u>	<u>Date Submitted</u>	
		<u>Time Opened</u>	<u>Date Opened</u>	
Company:	Base Bid:			Required Day of Bid:
Address:	Allowance:	\$59,000.00		Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms
City/State:	TOTAL:			
Phone:	Alternates:			
Fax:				
		<u>Time Submitted</u>	<u>Date Submitted</u>	
		<u>Time Opened</u>	<u>Date Opened</u>	
Company:	Base Bid:			Required Day of Bid:
Address:	Allowance:	\$59,000.00		Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms
City/State:	TOTAL:			
Phone:	Alternates:			
Fax:				
		<u>Time Submitted</u>	<u>Date Submitted</u>	
		<u>Time Opened</u>	<u>Date Opened</u>	
Company:	Base Bid:			Required Day of Bid:
Address:	Allowance:	\$59,000.00		Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms
City/State:	TOTAL:			
Phone:	Alternates:			
Fax:				
		<u>Time Submitted</u>	<u>Date Submitted</u>	
		<u>Time Opened</u>	<u>Date Opened</u>	

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 18L005892

Mar Con

KNOW ALL MEN BY THESE PRESENTS that we, Builders Inc., as Principal, and The Ohio*, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of Nine Hundred** Dollars (\$ 920,409.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated May 26, 2023, for construction of

*Casualty Insurance Company **Twenty Thousand Four Hundred Nine and no/100ths

The Oakland International High School Intrusion Alarm Project which consists of but not limited to: to provide a new intrusion alarm system for the existing Oakland International High School. Following acceptance of the new intrusion alarm system, decommission and remove all unused devices, wiring, conduit, and raceway associated with the existing intrusion alarm system. Repair, patch, and paint surfaces where equipment is removed to match the surrounding finish. Hazmat work plan will be provided. **(the "Contract")**.

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

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

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 20th day of April, 2023, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

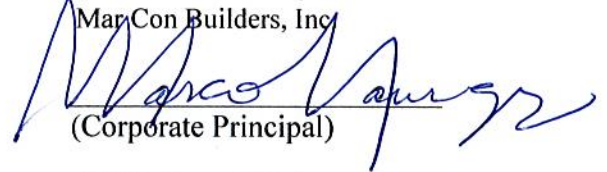
(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

MarCon Builders, Inc



(Corporate Principal)

8108A Capwell Drive
Oakland, CA 94621

(Business Address)

(Affix Corporate Seal)

(Affix Corporate Seal)

The Ohio Casualty Insurance Company

(Corporate Surety)

175 Berkeley Street
Boston, MA 02116

(Business Address)



By: Natalie K. Trofimoff

Attorney-in-Fact

The rate of premium on this bond is \$30.00 ___ per thousand.

The total amount of premium charged is \$27,612.00.

The above must be filled in by Corporate Surety.

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.

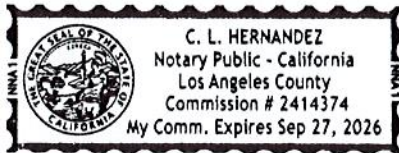
State of California)
) ss
County of Los Angeles)

On APR 20 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, Notary Public

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 18L005892

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

Oakland International High School Intrusion Alarm Project, located at 4521 Webster Street, Oakland, CA, the scope consists of but not limited to provide a new intrusion alarm system for the existing Oakland International High School. Following acceptance of the new intrusion alarm system, decommission and remove all unused devices, wiring, conduit, and raceway associated with the existing intrusion alarm system. Repair, patch, and paint surfaces where equipment is removed to match the surrounding finish. Hazmat work plan will be provided.

Which said agreement dated May 26, 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 Nine Hundred Twenty Thousand Four Hundred Nine Dollars (\$920,409.00) 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.

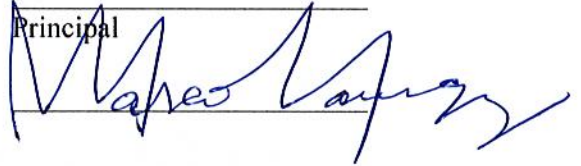
And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 20th day of April, 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 APR 20 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, Assistant Secretary

State of PENNSYLVANIA
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, 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 APR 20 2023 day of



By: Renee C. Llewellyn, Assistant Secretary

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

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

BID BOND
DOCUMENT 00 40 00

Bond Number: Bid Bond

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

The condition of the above obligation is such that whereas the Principal has
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to
enter into a Contract in writing for the construction of Oakland International High in
strict accordance with Contract Documents. School Intrusion Alarm
OUSD Project No. 21103

NOW, THEREFORE,

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

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

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 31st day of March, 2023 the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Mar Con Builders, Inc.

(Principal)

8108A Capwell Drive, Oakland, CA 94621
(Business Address)

The Ohio Casualty Insurance Company
(Corporate Surety)

175 Berkeley St., Boston, MA 02116
(Business Address)

By: 

Natalie K. Trofimoff, Attorney-in-Fact

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND INTERNATIONAL HIGH SCHOOL
INTRUSION ALARM
PROJECT NO. 21103
FEBRUARY 14, 2023

{SR526355}

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 MAR 31 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this MAR 31 2023 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.

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03


Owner: Oakland Unified School District
Contract: Oakland International High School Intrusion Alarm
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 5, 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: Oakland International High School Intrusion Alarm

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

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on April 5 2023 at Oakland *[city]*,
California *[state]*.

Date: 4/5/2023



Signature

Print Name: Marco Manriquez

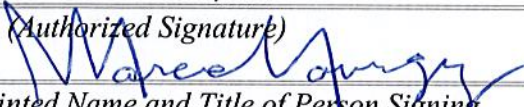
Print Title: President/CEO

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> 4/5/2023	<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>

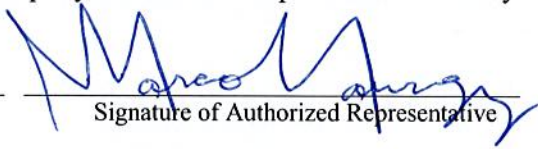
SCHEDULE Z
DOCUMENT 00 52 00

**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>4/5/2023</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: Oakland International High School Intrusion Alarm
Check option that applies:

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

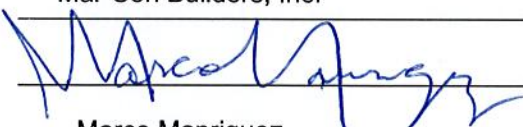
_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work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

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

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

Date: 4/5/2023

Proper Name of Bidder: Mar Con Builders, Inc.

Signature:  _____

Print Name: Marco Manriquez

Title: President / CEO

END OF DOCUMENT

AGREEMENT TO BE BOUND


Oakland Unified School District,
Project Labor Agreement

The undersigned party confirms that it agrees and assents to comply with and to be bound by the Project, OUSD Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement To Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements, as set forth in Article 17.1, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such Trust Fund(s) and ratifies and accepts the trustees appointed by the parties to such Trust Fund(s). The undersigned party agrees to execute a separate Subscription Agreement(s) when such Trust Fund(s) requires such document(s).

Such assent and obligation to comply with and to be bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party for the OAKLAND INTERNATIONAL HS INTRUSION ALARM PROJECT. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement to Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

4/24/2023
Dated

Signature of Authorized Officer

Oakland International High School Intrusion Alarm
Project Name & Number
President/ CEO
Authorized Officer & Title

Mar Con Builders, Inc.
Name of Contractor/Employer(s)

8108A Capwell Drive, Oakland
Contractor/Employer(s) Address

B, C15, C6, C9
CSLB#

94621 (510) 639-1914
Area Code Phone

marco@marconcompany.com
E-mail and/or Fax

Moor Carrier (CA) Permit Number

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

4/24/2023

Date

Signature

OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND INTERNATIONAL HIGH SCHOOL
INTRUSION ALARM
PROJECT NO.:21103
{SR684086}

DRUG FREE WORKPLACE CERTIFICATION
DOCUMENT 00 42 00

E

Supplemental



DECLARATION OF CERTIFICATION

The undersigned declares under penalty of perjury that the statements made in the EBIA Common Application for Local Certification, the City of Oakland Supplemental C and Oakland Unified School District Supplemental E section(s) are true and correct and include all material information necessary to identify, describe and explain the operations and locations of this firm as well as the ownership thereof. I understand that OUSD relies on the statements and representations contained in this Certification Application and Supplemental Questionnaire. I further understand that **any** false statements or material misrepresentations will be grounds for termination of any contract which may be awarded, grounds for further penalties including debarment from participation in future OUSD contracts, grounds for De-Certification and grounds for possible prosecution under Federal or State laws concerning false or fraudulent representations.

Mar Con Builders, Inc.

Company Name

Marco Manriquez

Name (Print)

President/CEO

Title

Authorized Signature

4/24/2023

Date

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

4/24/2023

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.)

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: 4/24/2023

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. Oakland International HS Intrusion Alarm/
Project No. 21103 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 disbursts 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:

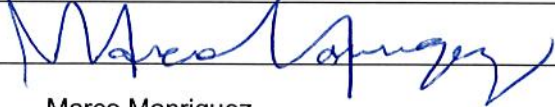
1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;

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: 4/24/2023

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**

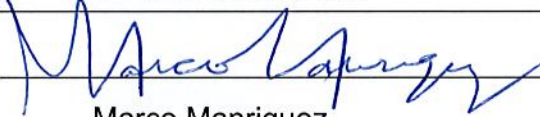
PROJECT/CONTRACT NO. Oakland International HS
Intrusion Alarm between Oakland Unified
School District ("District") and /Project No. 21103
("Contractor" or "Bidder") ("Contract" or "Project").

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: 4/24/2023

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. 21103 ("Project") between Oakland Unified School District (the "District" or the "Owner") and Marcon Builders (the "Contractor" or the "Bidder").

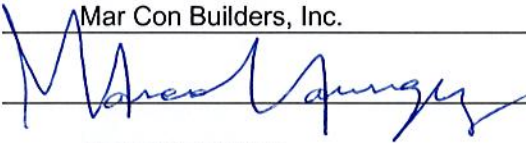
This Tobacco-Free Environment Certification form is required from the successful Bidder.

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: 4/24/2023

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. 21103 ("Project") between Oakland Unified School District (the "District" or the "Owner") and Mar Con Builders, Inc. (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"): Bee Green Recycling & Supply

Mailing address: 725 Julie Ann Way, Oakland CA 94621

Addresses of branch office used for this Project: same

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: 4/24/2023

Proper Name of Contractor: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President/ CEO



MARCON0003

MAXU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2023

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

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

PRODUCER Alliant Insurance Services, Inc. 10 Almaden Boulevard, Suite 650 San Jose, CA 95113	CONTACT NAME: Certificate Requests PHONE (A/C, No, Ext): (408) 352-6700 FAX (A/C, No): E-MAIL ADDRESS: sjcertificates@alliant.com
	INSURER(S) AFFORDING COVERAGE
INSURED MAR CON Builders, Inc. DBA MAR CON Company 8108A Capwell Drive Oakland, CA 94621	INSURER A: Mt. Hawley Insurance Company NAIC # 37974
	INSURER B: Ohio Security Insurance Company 24082
	INSURER C: Everest Premier Insurance Company 16045
	INSURER D:
	INSURER E:
	INSURER F:


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	MGL0196016	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible/Occ \$ 1,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS (23) 59 87 39 88	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7600017636221	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: OUSD Job #21103, Oakland International High School Intrusion Alarm, 4521 Webster Street, Oakland, CA 94609

Oakland Unified School District and the Architect are included as Additional Insured as respects Liability arising out of operations (work) performed by or on behalf of the Named Insured in accordance with the policy provisions of the General Liability policy. The General Liability evidenced herein is primary and Non-Contributory to other insurance available to the Additional Insured, but only in accordance with the policy provisions. Cancellation notice will be delivered to the certificate holder in accordance with the policy provisions.

CERTIFICATE HOLDER Oakland Unified School District Division of Facilities Planning and Management 955 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Oakland International High School Intrusion Alarm Replacement	Site	353
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	Mar Con Builders	Agency's Contact	Marco Manriquez				
OUSD Vendor ID #	002712	Title	President				
Street Address	8108A Capwell Drive	City	Oakland	State	CA	Zip	94621
Telephone	510-6398-1914	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	21103						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-26-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-23-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$920,409.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

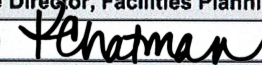

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9021/9849	Fund 25	250-9021-0-9849-8500-6271-353-9180-9000-9999-21103	6271	\$920,409.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

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